

## Carefree Motorhomes - Terms & Conditions

The following are the Conditions of Hire between the Hirer and Carefree Motorhomes (the Company) The motorhome and its equipment remains the property of Carefree Motorhomes at all times.

**The Hirer** Undertakes to keep the vehicle securely locked at all times when unattended and to refrain from any action or omission which may prejudice Carefree Motorhomes rights to the vehicle.

- Shall not allow the vehicle to be driven by anyone other than those authorised by Carefree Motorhomes.
- Shall not lend or hire the vehicle to a third party
- Shall not create a lien on the vehicle for repairs or any other reason.
- Shall not tow any trailer or vehicle with the vehicle
- Shall not carry more passengers than the permitted capacity of the vehicle or allow the vehicle to exceed the permitted Gross Vehicle Weight.
- Shall not use the vehicle for carriage of goods for hire or reward.
- Shall not move the vehicle without our written consent out of the UK mainland.
- Shall not use the vehicle for or in conjunction with any race, competition, trial or for hire or reward or on non-metalled roads.
- Shall not permit smoking in the motorhome.

**The Driver** No one other than the drivers named in the Motor Rental Agreement may drive the hired vehicle. All named drivers must be over 25 and under 75 years of age and have held a valid UK licence, other National Licence or an International Driving Licence for at least three years. All licences must be free of endorsements except for parking and minor speeding offences and must be produced for inspection upon commencement of hire. In the case of UK photo-card licences, you must produce both the card and the counterpart licence. Drivers with any history of endorsements within the last nine years, history of accidents, physical/mental defects, refused motor insurance record and motor convictions may have to pay an insurance surcharge. Non-UK licence holders may have to pay an insurance surcharge. Personal photo identification such as a valid passport and confirmation of address in the form of a recent utility bill or a bank/building society statement must be produced by the Hirer and main driver for inspection upon commencement of hire.

- Shall be between 25-75 years of age
- Shall have held a valid full licence for at least three years with no history of disqualification or accidents or have been refused insurance.
- Shall provide two forms of identity a photograph and a utility bill.

**Insurance** The Motor Rental Agreement is subject to and is deemed to include the terms, conditions, and limitations of the Company's insurance policy, a copy of which may be inspected at the Company's office. Any vehicle hired under this agreement may only be driven by the Hirer who has been accepted by the Company and our insurance Company. Even though it may be covered by the Company's insurance the Hirer shall be liable to pay the cost of repair of any damage which the vehicle may suffer as the result of the wilful or negligent action of the Hirer. The Hirer will compensate the Company for any loss which it may suffer as a result of any act or omission on the part of the Hirer or his servant or agent. Excluded from insurance cover is:-

- Windscreen and windows.
- Loss/damage/theft to the tv, radio, stereo equipment, and aerials.
- Interior damage including burns to seats, carpets, and other damage.
- Vandalism damage of any kind to the vehicle.
- Personal effects within or from the vehicle.

**Damage** There is a £1200 refundable damage deposit payable in advance for any damage or loss for any one incident resulting in damage whilst the vehicle is on hire to you or in your care. If the vehicle is returned in good condition with a clean interior, whole and undamaged and there are no other extra charges the deposit (subject to inspection) will be refunded within 7 working days. Should the Motorhome be returned in a worse condition as at the Pick Up Date, then repairs, replacement or cleaning costs will be charged against the Rental Damage Deposit, up to and including the full £1200. Front and rear bumpers, overcab mouldings, rooflights, windows, wing mirrors and external doors are typical components prone to damage.

**Theft** The Hirer is totally responsible for the security of the vehicle. The Hirer must ensure that if the vehicle is left unattended at any time that it is securely locked and parked in a safe, well lit location. The Hirer must take every precaution to prevent loss from or theft of the vehicle. Do not leave the vehicle in a vulnerable location or unlocked at any time, always remember total liability is with the Hirer if you do not adhere to the above.

**Breakdown** In the unlikely event of a breakdown or an accident an emergency service is at the disposal of the Hirer. The Hirer is authorised to spend up to £50 on minor component replacement i.e. bulbs, hoses and belts but not authorised to carry out work on faults or repairs. The cost will be refunded on submission of a valid VAT receipt. For faults and repairs in the first instance call Carefree Motorhomes who will organise and coordinate assistance. Carefree Motorhomes is not responsible for any consequential expenses or additional costs incurred on hiring alternative vehicles, late arrival, missed ferries, accommodation, travel expenses or any third party claims in connection with a breakdown or accident. Calling out breakdown services are very expensive please be aware that you will be charged in

circumstances where the incident is the result of your negligence i.e. running out of fuel, wrong fuel, locking keys inside vehicle, loosing keys.

**Reservations** Telephone and online bookings can be made but only held for a period of five days until the Company has a completed booking form and a booking deposit of £200 per week paid by cheque, cash or credit card. The booking deposit is not refundable and shall be deducted from the hire charge. Confirmation of the booking will be posted together with the Booking Agreement. Full payment for the booking must be paid 28 days prior to the hire.

**Cancellations** must be in writing and are charged as follows:

The booking deposit is not refundable. All payments up to 4 weeks prior to the hire are not refundable except for the £950 damage deposit which is refunded in full provided no other sums are unpaid by way of deposit or otherwise. The Company reserves the right to cancel the hire if at the commencement of the hire if the driver's licence(s) are invalid or not in accordance with the conditions set out above. In these circumstances the total hire charge will be forfeited. Carefree Motorhomes reserve the right to refuse hire to any person without explanation or prior warning. Hirers are advised to insure against unavoidable cancellation.

**Collection and Return** Vehicle hire is available any day excluding Sunday (unless otherwise agreed) and vehicles are available for collection and return between 9.00am and 6.00p.m. Failing to comply with these times will result in the Hirer being surcharged at the rate of £50 per hour or any part thereof together with any additional costs incurred by the Company (e.g. compensation to the next Hirer). No refund is given for an early return of the vehicle. The Hirer acknowledges delivery of the vehicle and the contents free from any defect or damage and complete other than as specified by the Company at the commencement of hire. The Hirer is advised to check the vehicle thoroughly before leaving the Company's premises. The breakdown or malfunction of equipment after the vehicle has left the premises will not be accepted as reason to abort or cancel the Motorhome Rental Agreement, any such fault will be rectified as soon as possible. Upon return the Company's representative will check the vehicle for damage, cleanliness, fuel, condition of the tyres, windscreen, bumpers, rooflights, mirrors, doors and internal habitation equipment. Carefree Motorhomes will make a charge of £50 for the cleaning of unemptied toilets and £50 for the cleaning of stained upholstery. A £25 charge will be made for a very dirty interior or exterior. Smoking and pets are not permitted and a £50 cleaning charge will be payable if this has been ignored. You will collect a thoroughly clean motorhome and we need to be able to prepare it to the same standard for the next customer.

**Fuel, oil and gas** A full tank of fuel is supplied with the vehicle at the commencement of hire and the Hirer is expected to return the vehicle with a full tank of fuel. Any fuel shortage will be charged to the Hirer. The Hirer will be liable if the incorrect fuel type is used. The Hirer is responsible for the regular checking of oil and water levels and the use of the correct type of fluids. Two gas cylinders are provided at the time of hire at least one is completely full. The cost of any refills thereafter shall be the responsibility of the Hirer who shall ensure that two bottles of the same size and make as taken out are returned with the vehicle. A charge of £25 for each empty bottle returned with the vehicle.

**Availability** Every effort is made to ensure that the vehicle reserved is available, if due to circumstances beyond the Company's control the reserved vehicle is not available the Company reserves the right to offer a suitable alternative this may be of similar size or larger. If this is offered there will be no increase in the tariff charged. If an alternative is not available the liability of the Company will be limited to the refund of any monies paid by the Hirer.

**Liabilities** The Hirer shall be responsible for all costs and offences incurred because of offences against the Road Traffic Acts and /or regulations thereunder. The Hirer shall ensure that the driver and all passengers required by law to do so shall when the vehicle is being driven wear the seat belts provided. The Hirer will be responsible for Carefree Motorhomes uninsured losses regarding an insurance claim. Carefree Motorhomes accept no liabilities for replacement vehicle costs, travel or accommodation costs or any other consequential loss claims arising from motorhome breakdown or accident. The motorhome is under the care of the Hirer who is responsible for the security and condition of the motorhome throughout the hire period.

**Animals** The general rule is that no animals, other than guide dogs. Exceptions may be possible subject to vehicle availability and this must be discussed with the Company at the time of booking.

**Claims** These Terms and Conditions of contract are governed in all respects by English Law and the Parties submit to the jurisdiction of the English Courts. Carefree Motorhomes reserves the right to vary rates and conditions at any time.