

# Terms of Motorhome Hire

## 1. General

Explore Galloway motorhome hire, herein after referred to as “The Company” offers Motorhomes for hire according to the following terms & conditions. The Hirer agrees and avers to have read and understood this document in its entirety. The hirer is legally deemed to have agreed and accepted all these terms and conditions. Any disputes will be resolved under UK Law

## 2. Eligibility

All drivers must be 25 years or over and under 70 years of age, of good health and held a full driving licence for at least 3 years (exceptions to these rules are available upon request and may carry an additional charge) The licence must be free of endorsements for the past five years (with the exception of two speeding offences and parking offences). Any driving convictions, accidents, insurance claims (In the past 5 years) disabilities and medical conditions must be declared prior to booking. The licence and 2 forms of proof of identity, 1 to be photo ID and the other to be proof of residence (i.e. passport, utility bills or credit cards statements etc) must be produced at the time of vehicle collection Visitors from abroad must hold a current International Driving Licence. The final decision on suitability to drive rests with the Company. No one other than the drivers named in the insurance proposal form may drive the hire vehicle.

## 3. Insurance / Damage Deposits

Comprehensive insurance for UK (mainland only) is included in the hire charge for 1 driver only meeting the above eligibility criteria. Extra drivers may be added to the policy at an additional cost of £20 per person, per hire. An insurance excess of £500 (£900 for European travel) is applied to the policy by the underwriters. This excess applies to each and every incident and it includes any loss or damage to equipment, fixtures including damage to tyres, wheels and wheel trims, loss of roof lights or damage to third party vehicles or property. Hirers are advised to arrange their own personal effects and travel insurance. The vehicle is only insured for the hire period stated in the rental agreement and therefore the driving of the vehicle after the expiry of the contract period may result in the driver committing a traffic offence. Furthermore the hirer is entirely responsible for any accidental damage, injury or consequential loss after the expiry of the hire period. The hirer is responsible to ensure that the total number of persons to be carried doesn't exceed the vehicle berth limit and all passengers are wearing a seatbelt whilst the vehicle is in motion. A damage deposit of £500 (£900 for European travel) will be charged and is payable by the hirer before collection of the motorhome.. This amount may vary for major events. The damage deposit will be refunded if the vehicle is returned on time, clean and undamaged. Should the condition not be so, then the repairs, replacements and cleaning costs will be deducted from the balance. Unemptied toilets will be charged at £50 for emptying and vehicle interior cleaning at £100, cleaning of cooker, fridge and/or shower £25. The waste water tank must be emptied and flushed through with clean water. A charge of £25 will be levied if this is not adhered to. Refunds are paid after our cleaning and inspection of the returned vehicle or within 10 days of the termination of hire. European cover (EU Member countries only) is included on request for an additional fee. By accepting our terms and conditions you are deemed to have accepted the insurance underwriter's terms and conditions also

**WE EXPECT YOU TO RETURN THE VEHICLE IN THE SAME CONDITION IT WAS COLLECTED**

## 4. General Exclusions

Whilst the vehicle is in your care, you are responsible for ensuring that all reasonable precautions are taken against damage to, or theft of, or from the vehicle. When you leave the vehicle, ensure all windows and rooflights are closed, doors are locked and you have the keys. Do not give the keys to anyone else or permit unauthorised persons to drive the vehicle. Your insurance does not cover theft of, or from the vehicle. You will be 100% responsible for all losses to the company if:

- The vehicle has been left unlocked;

- They keys have been left inside the vehicle
- Window(s) and or door(s) have been left open;
- You have allowed someone else to drive it and they take it away

#### 5. Booking Deposit

A deposit of 20% is payable on reservation and will be deducted from the total hire charge. This deposit is non refundable in the event of cancellation by the hirer.

#### 6. Payment.

The balance of the hire charge must be paid at least 6 weeks prior before the commencement of the hire (sooner for long term hire) or at the time of booking if later. If the payment is not made on time, the booking will be regarded as unconfirmed and provision of the vehicle is therefore not guaranteed. A surcharge of 2% will be made for balances paid by credit card.

#### 7. Cancellation

Cancellations must be in writing. Should you unfortunately need to cancel your booking the following applies

##### PERIOD TO START OF HIRE

More than 42 days (6 weeks) – Deposit only

Between 42 – 15 days – 50% of hire charge

Between 14 days & day of hire – 100% of hire charge

Hirers are strongly advised to take out insurance against unavoidable cancellation. The Company may cancel the hire if at any time of collection the nominated drivers licences are invalid or not in accordance with the terms and conditions. In this event all monies paid will be forfeited (except the for the damage deposit).

#### 8. Availability

The Company agrees to have the vehicle clean and available at the time and date required, but if for any reason the vehicle is not available, the Company will do their best to make an alternative vehicle available, or return in full all monies paid. In this event the hirer shall have no claim of any kind against the Company. The Company reserves the right to refuse to enter into an agreement with the prospective hirer without giving a reason.

#### 9. Collection & Returns

Motorhomes are available for collection at a predetermined time between 2pm to 6pm on the date of collection and must be returned no later than 10.30am on the date of return. Your cooperation in returning vehicles at the arranged time is essential in order that the vehicle will be clean and available for the next hirer. No refund is available for early return of vehicle. Failure to return the vehicle within the agreed time on the last day of hire means the vehicle is not insured and renders the hirer to criminal prosecution. Failure to return the vehicle on time also incurs a penalty charge of £50 per hour or part thereof, together with any additional costs incurred by the Company.

#### 10. Breakdown/Accident

In the event of a breakdown or accident, services are at the full disposal of the Hirer. Instructions for repair or replacement, at a cost not exceeding £50 may be given by the hirer who will be reimbursed on the production of a receipted invoice at completion of hire. Company approval must be obtained in respect of repairs/replacement in excess of £50. The Company will not be responsible for hotel or any other expenses subsequent to a breakdown but will refund the hire charges for any complete days loss of use of the vehicle, nor will they be under any liability for third party claims or damages with any accident or breakdown. In the event of an accident involving the vehicle, the hirer shall notify the Company by telephone immediately after the event or as soon as practicably possible, thereafter a completed accident report form must be handed

to the Company at termination of hire. The maximum height of your vehicle is clearly stated. Any overhead damage is the responsibility of the hirer over and above the excess. Damage to tyres (including punctures) wheels and wheel trims and damage to windscreens are not covered by the Companies insurance and are therefore the hirer's responsibility. This must be reported on return

#### 11. Care & Custody of Vehicle

The hirer shall only drive the vehicle while qualified to do so and whilst holding all necessary and current licences and permits and shall at all times drive the vehicle in a careful and skilful manner in accordance with all legal requirements. The hirer shall not use the vehicle for racing, pacemaking or any other purposes other than domestic and social purposes and shall not carry any passengers in the vehicle for hire or reward. They must use the vehicle in a reasonable and proper manner and the hirer is liable for any damage, fault or loss to or in the vehicle or its fixtures and fittings as a result of the hirer's negligence or misuse of the vehicle. The maximum number of persons carried in the vehicle shall be no more than the maximum number of sleeping berths. The hirer shall not take the vehicle off the English, Scottish or Welsh mainland without prior consent of the Company. The hirer shall at no time pass possession or custody of the vehicle to any other person. The vehicle must be locked at all times when left unattended.

#### 12. Loss

No claims by the hirer will be considered in respect of any loss or damage to personal belongings or effects of the hirer or any person or persons.

#### 13. Fuel, Oil and Coolants & water tanks

These items are at the hirer's expense. Vehicles are supplied with a full tank of fuel and should be returned full. If not the company will charge a fee of £20.00 and 100% of the fuel cost. The cost of any shortfall will be born by the hirer. The hirer is liable if incorrect fuel is used. The hirer will be responsible for maintaining the correct level of engine oil and coolants. Failure to do so may result in engine damage for which the hirer will be responsible. The hirer will be responsible for the water tanks whilst on hire and if they are contaminated the hirer will lose their full deposit

#### 14. Gas

The vehicle will have two gas cylinders, one serviceable and one full. Should replacement cylinders be required, these will be at the hirers expense. A like for like replacement should be returned with the vehicle. The vehicle must be returned with one full bottle unused or there will be a charge of £30.00. If the cylinder is missing a charge of £50 will be levied.

#### 15. Equipment

All vehicles are fitted with a new gas bottle, Bike Rack, cutlery, crockery, cooking utensils, TV, Additional items i.e. bedding, towels can be supplied on request and may carry an additional charge. A Satellite Navigation system is available for £20 per hire if required.

#### 16. Fines

All fines incurred by the hirer for infringement of traffic laws or regulations and tolls are the responsibility of the hirer and must be settled by that person. The hirer also agrees to reimburse the Company in respect of any cost and expense incurred by the Company in recovery of such fines and penalties from the hirer.

#### 17. Pets

We do NOT allow pets in our vehicles and this will incur a £200 deduction from your deposit for valeting.

18. Smoking

The Company operate a strictly enforced NO SMOKING or NAKED FLAME policy in all vehicles. ANY OFFENDER WILL FORFEIT THEIR DEPOSIT IN FULL.

19. Continental Hire

This is available at on request and carries an additional charge

20. Free Parking.

Customers are welcome to leave their vehicles in the Companies storage area during the hire period. Vehicles are left entirely at the owner's risk.

21. Exclusion and Liability

The Company shall not under any circumstances be liable to make any payment to the hirer in respect of or to indemnify the hirer against loss, injury or damage sustained by the hirer or any third party as a result of the presence or use of the vehicle or as a result of any defects therein and in taking delivery of the vehicle the hirer shall be deemed to have satisfied himself that it is in all respects roadworthy and in proper and safe condition.