

# **SBL Motorhome Hire**

## **Terms and Conditions**

### **1. YOUR CONTRACT WITH THE OPERATOR**

SBL Motorhome Hire offers motorhomes for hire strictly in accordance with the following terms and conditions. By taking the vehicle the hirer declares to have read, understood and agreed to this document in its entirety. The hirer is therefore legally deemed to have agreed and accepted all of these terms and conditions and agrees to abide by them. Please read this agreement carefully.

### **3. GENERAL**

All Quotations are made and Bookings accepted subject to the following terms and conditions and no addition to, or variation of, such terms and conditions shall be binding unless agreed by SBL Motorhome Hire in writing. The placing of any booking with the Company shall constitute unqualified acceptance of such terms and conditions. These terms and conditions shall apply to all Quotations and Bookings. In the event of conflict between these terms and conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Company in writing.

The Client acknowledges that any contract or agreement entered into by the Company with any other body corporate or firm or individual whatsoever for the provision by it or them of facilities or services in connection with the Company's services shall be entered into by the Company as agent for the Client.

### **4. PRICE**

The company reserves the right to do the following:

- (a) Amend any accidental error or omission in a Quotation
- (b) Amend any quotation in order to reflect a change in circumstances beyond the reasonable control of the company
- (c) Vary its schedule of charges from time to time
- (d) Amend its prices in accordance with any changes to the rate of VAT

### **5. BOOKING CONFIRMATION AND PAYMENT**

An initial payment of £200.00 is required to confirm the booking, which is non-refundable. A binding contract for the hire will come into existence when SBL Motorhome Hire issues your booking acceptance. The balance of your hire money is payable six weeks prior to the start date of your hire, or at the time of booking if you book less than six weeks from the start date of your hire. Where you choose to pay by credit card we may make a charge of 2.5% in respect of each payment by credit card. There is no charge for debit cards. Any documentation you are requested to provide by SBL Motorhome Hire must be received six weeks prior to the start date of your hire or within two days of booking if less than 6 weeks from the start date of your hire. Failure to provide full payment and documents as above will result in the booking being cancelled and the loss of your initial payment.

### **6. CANCELLATION**

All cancellations must be notified in writing to SBL Motorhome Hire, but please call us immediately to inform us as this will improve the chances of re-hiring the motorhome.

If cancellation is received more than 6 weeks prior to the commencement of hire, the deposit will be forfeited. All monies due and received within 6 weeks of the commencement of hire are not refundable except the insurance excess/damage bond, which is refundable provided that no other sums are unpaid by way of deposit or otherwise.

SBL Motorhome Hire reserves the right to cancel hire if, at the commencement of hire the driver's licence's are invalid or not according to the conditions set out above or if the required documentation is not provided upon request by the vehicle owner. In these circumstances the total hire charge will be forfeited. Hirers are strongly advised to insure against unavoidable cancellation.

In the event that it becomes necessary for SBL Motorhome Hire to cancel a hire whereby the hirer has failed to provide all the necessary documents, then in addition to the initial payment being retained by SBL Motorhome Hire, 60% of the remaining balance will be due as compensation for loss of revenue.

### **7. COLLECTION AND DELIVERY TIMES**

Unless otherwise agreed with the operator, the motorhome will be available on the day of collection from the agreed location between 3.00pm and 6.00pm and must be delivered back to the agreed location by 11.00 am on the last day of hire. Late returns can have a significant impact on the next hire. If you fail to return the your motorhome on time you may be liable to an extra charge at the discretion of the operator, but typically £50 plus any additional costs incurred by the operator or SBL Motorhome Hire as a result. There are no refunds for motorhomes returned early. Should the late return of the vehicle make us liable for extra costs (e.g. compensation of the next hirer) we reserve the right to pass on these costs to you. It is also the responsibility of the hirer to allow a time period of 1 hour upon collection of the motorhome and 1 hour upon return of the motorhome for the necessary documents and safety checks to be carried out. SBL Motorhome Hire is not responsible or liable for any extra charges incurred as a result of late arrivals at any future destination due to motorhome handovers taking place.

## **8. AVAILABILITY**

Occasionally motorhomes are not available as agreed, which is almost always due to events beyond the motorhome operator's control (see below). If your booking has to be cancelled (which the motorhome operator has the right to do) SBL Motorhome Hire, on behalf of the motorhome operator, will offer you the choice of an alternative motorhome or, if no suitable replacement is available, SBL Motorhome Hire will provide a full refund of all monies you have paid for your booking. The liability of SBL Motorhome Hire will be limited to the return of any monies paid by the hirer.

Replacement vehicles. If your chosen motor home is not available, SBL Motorhome Hire reserves the right to offer you another vehicle in its place. This may be of similar size to the vehicle requested or larger, and will be similarly equipped. In this event, the hirer is not liable for higher rental charges. If a smaller vehicle is offered and accepted, the difference in charges will be refunded. If a larger vehicle is offered, SBL Motorhome Hire is not liable for additional expenses e.g. higher ferry charges or road tolls.

## **9. EVENTS BEYOND THE OPERATOR'S CONTROL**

Unfortunately, events beyond the motorhome operator's control occasionally affect bookings. When reference is made to such events in these Conditions of Hire, this means any event(s) or circumstance(s) which the motorhome operator could not, even with all due care, foresee or avoid. Neither SBL Motorhome Hire nor the motorhome operator can accept responsibility or pay any compensation, costs or expenses where the performance of your contract with the motorhome operator is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond the motorhome operator's control. This includes any delays to and/or restrictions to your hire to which you may be subject. However, if your booking has to be cancelled as a result, SBL Motorhome Hire, on behalf of the motorhome operator, will of course offer you the choice of an alternative motorhome (if available) or refund as described above. The liability of SBL Motorhome Hire will be limited to the return of any monies paid by the hirer.

## **10. SUITABLE PERSONS**

SBL Motorhome Hire has the right to refuse to hand over a motorhome to any person who, in the reasonable opinion of SBL Motorhome Hire, is not suitable to take charge. In such cases, all hire charges paid will be refunded in full but neither the motorhome operator nor SBL Motorhome Hire has any further liability. No one other than the driver(s) named in the insurance proposal form may drive the hired vehicle.

## **11. PETS**

No animals are permitted in the motorhomes without the prior consent of SBL Motorhome Hire. If you are found to ignore this policy, standard valeting charges will be applied along with a £250 penalty.

## **12. SMOKING**

SBL Motorhome Hire operates a strict **NO SMOKING** policy. If you decide to ignore this policy, valeting charges will be incurred as will the cost of replacing items that have been damaged by or from the smell of tobacco products. A penalty of £250 will also be applied.

## **13. BED LINEN AND TOWELS**

Bed linen, pillows and towels are not provided with the motorhome as standard. If you specifically require these items or are travelling from abroad please enquire about availability and hire charges.

## **14. RENTAL PERIOD**

You will have the vehicle for the rental period shown in the agreement. If you do not bring the vehicle back on time you are breaking the conditions of this agreement. You can be charged for every day or part day you have the vehicle after you should have returned it. Until the vehicle is returned you will be charged the daily rate of your hire plus 50%. There are no refunds for motorhomes returned early.

## **15. YOUR RESPONSIBILITIES**

(a) You must look after the vehicle and the keys to the vehicle. You must always lock the vehicle when you are not using it, and use any security device fitted to or supplied with the vehicle. You must always protect the vehicle against bad weather which can cause damage. You must make sure that you use the correct fuel. You are responsible for any damage to the vehicle caused by hitting low level objects, such as bridges or low branches.

(b) You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.

(c) You must not let anyone work on the vehicle without the SBL Motorhome Hire permission. If SBL Motorhome Hire does give you permission, you will only receive a refund if you have a receipt for the work.

- (d) You must notify SBL Motorhome Hire as soon as you become aware of a fault in the vehicle.
- (e) You must bring the vehicle back to the place agreed, at the time agreed and remain responsible for the vehicle until this time. The operator must see the vehicle to check that it is in good condition.
- (f) If the vehicle is returned from a festival in a state that requires more than standard cleaning a £50.00 SURCHARGE WILL BE PAYABLE FOR EXTRA CLEANING

You will have to pay for repairs if:

- (a) The vehicle needs more than our standard valeting see 17(b)
- (b) You have damaged the vehicle, inside or out

Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle.

You must not tamper with the mechanics of the vehicle at any time.

## 16. CONDITIONS FOR USING THE VEHICLE

The vehicle must only be driven by you and any other driver named on the hire insurance policy, or by anyone else we authorise in writing. Anyone driving the vehicle must have a full valid driving licence. You or any other authorised driver will:

- (a) Not use the vehicle for hire or reward;
- (b) Not use the vehicle for any illegal purpose;
- (c) Not use the vehicle for racing, pacemaking, testing the vehicle's reliability and speed or teaching someone to drive;
- (d) Not use the vehicle while under the influence of alcohol or drugs;
- (e) Not use the vehicle to travel to rock festivals or unauthorised sports events
- (f) Not drive the vehicle outside England, Scotland and Wales, unless we have given you written permission;
- (g) Not use the vehicle to propel or tow any other motorhome or trailer
- (h) Not overload the vehicle;
- (i) Not if the vehicle is a commercial vehicle, use it for a purpose for which you need an operator's licence if you do not have one.
- (j) Not carry more passengers than the seating capacity of the vehicle or allow the vehicle to be overloaded.
- (k) Ensure that when the vehicle is in motion, passengers are seated in the designated seats wearing the seat belt provided or necessary child restraints. The gas must be turned off and any items not bolted down are made secure.
- (l) Be responsible to SBL Motorhome Hire for the cost of making good any damage caused to the vehicle caused by improper use.
- (m) Understand that he/she is responsible for any fines (including parking fines), which may be incurred during the hire period.
- (n) Understand that no claim by the hirer for loss or damage to personal belongings or effects of the hirer or any person or persons will be considered. The hirer will indemnify SBL Motorhome Hire from any liability.
- (o) Understand that any damage to the interior of the vehicle (including cigarette burns) living or cooking equipment will be charged to the hirer in all cases.

SBL Motorhome Hire reserve the right to use the GPS tracker system fitted to the vehicle to identify the location of the motorhome at any given time during the hire period.

## 17. CHARGES

Charges are based on SBL Motorhome Hire tariffs at the time of booking. You will be charged for:

- (a) The rental and any other charges we work out according to this agreement.
- (b) A charge for any loss or damage to the motorhome (even if it is accidental or not your fault) subject to the cover provided by the hire insurance. If the motorhome is not returned in the condition it was collected in with regards to interior cleanliness a £75 standard valeting fee will be charged to the hirer. All charges are subject to final audit.
- (c) Any charge for loss or damage resulting from you not keeping to condition 15 (your responsibilities).
- (d) You must empty the toilet cassette at the end of the hire period. There is a £50 charge for un-emptied cassettes.
- (e) A refuelling service charge if you have used, and not replaced, more fuel than was supplied originally. The charge is based on the cost of the fuel plus £20.

(f) Gas is included, but should you need to replace an empty bottle during the course of your hire, this is your responsibility.

(g) All fines and costs (including court costs) for parking, traffic or other offences, congestion charges, (including any costs which arise if the vehicle is clamped). You must pay the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay any costs and reasonable administration charges which arise when SBL Motorhome Hire deal with these matters.

(h) Any charges arising from Customs and Excise or Immigration Authorities seizing the vehicle, together with a loss-of-income charge while the Operator cannot rent out the vehicle, if and when SBL Motorhome Hire demand this payment.

(i) Any published or agreed rates for delivering and collecting the vehicle

(j) Interest which will be added every day to any amount you do not pay on time, at the rate of 4% a year above the base lending rate of Bank of England from time to time. Value added tax and all other taxes on any of the charges listed above, as appropriate. You are responsible for all charges, even if you have asked someone else to be responsible for them.

(k) A deposit of £1000.00 is payable against any loss, damage to the motorhome (externally or internally) costs or insurance claims as described in these terms and conditions. The deposit can be paid by credit card or debit card at the start of the holiday. Cheques will be accepted where paid 10 days prior to the commencement of the holiday. You accept that SBL Motorhome Hire is entitled to charge any credit, charge or debit card used by you during the hire transaction for payment of the deposit or any other outstanding charges as per the terms and conditions of hire.

## **18. THE HIRE INSURANCE**

The motorhome is insured for the period of the hire ONLY and a copy of the insurance policy is available from SBL Motorhome Hire on request. By signing the attached form you are accepting the conditions of the hire insurance policy. Fully Comprehensive insurance is included within the hire charge. A late return of the vehicle would incur a traffic offence under the road traffic act. Hirers are advised to take out additional personal holiday insurance. £1000.00 excess payable by the hirer is applied to all vehicles. We reserve the right to obtain a pre-approval of any amount up to the insurance excess against the drivers' or hirers' credit card.

## **19. WHAT TO DO IF YOU BREAK DOWN**

No responsibility can be accepted by SBL Motorhome Hire for any loss or damage or expense, which occurs as a result of any defect or breakdown. SBL Motorhome Hire will not be responsible for hotel costs or any other expenses subsequent to a breakdown. The hirer will indemnify SBL Motorhome Hire from any liability. If you do breakdown you should:

Contact the breakdown service that covers the vehicle (details can be found in the motorhome handbook)

Inform your operator immediately. In the unlikely event of a breakdown, SBL Motorhome Hire requests that the hirer seeks the help of the appropriate breakdown company quoting the registration number of the vehicle. Hirers are only authorised to request repairs up to a value of £50, repairs costing in excess of £50 must first be authorised by SBL Motorhome Hire PRIOR to the work being undertaken.

## **20. PERSONAL INSURANCE**

Hirers are strongly advised to take out personal travel insurance to cover against termination of hire due to the unlikely event of a breakdown. 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. SBL Motorhome Hire will not be responsible for hotel costs, losses or any other expenses subsequent to a breakdown.

## **21. WHAT TO DO IF YOU HAVE AN ACCIDENT**

No responsibility can be accepted by SBL Motorhome Hire for any loss or damage or expense, which occurs as a result of any accident. If you have an accident you must not admit responsibility. You should get the names and addresses of everyone involved, including witnesses. You should also:

Make the vehicle secure

Tell the police straight away if anyone is injured or there is a disagreement over who is responsible; and

Contact SBL Motorhome Hire immediately.

Compile accident details, together with digital photographic evidence.

## **22. WINDSCREENS AND TYRES**

You are responsible for any damage to windscreens and windows, punctures or other damage to tyres during the period of the hire. Where possible it should be repaired or replaced as appropriate and paid for by you at the time. You should contact the operator to seek instructions before carrying out the repair. Failing this, an amount will be deducted from your deposit against damages for the cost of the repairs. You are also liable for any damage above cab height.

## **23. PARKING**

The hirer may park free of charge and at his/her own risk one car at SBL Motorhome Hire premises.

**24. DRIVING LICENSES.**

Drivers must be over 25 and under 70 years of age and have held a domestic driving licence for at least 3 years. Visitors from abroad must hold a current international driving permit or licence. 2 Forms of proof of identity (including photo such as a passport) must be produced by all hirers at the start of the hire i.e. Utility bills, Bank statements or Credit Card statements. Mobile phone bills are not an acceptable proof of id.

**25. INFORMATION**

If you break the agreement we can give the information you have provided to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), who can pass it on to any of its members for any purpose stated in the Data Protection Act 1998.

**26. ENDING THE AGREEMENT**

(a) If you are a consumer we will end this agreement straight away if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We will also end this agreement if you do not meet any of the conditions of this agreement.

(b) If you are a company, we will end this agreement straight away if:

You go into liquidation;

You call a meeting of creditors;

We find out that your goods have been taken away from you until you pay off your debts;

You do not meet any of the conditions of this agreement. If we end the agreement it will not affect our right to receive any money we are owed under the conditions of this agreement. We can also claim extra costs from you if you do not meet any of the conditions of this agreement. We can repossess the vehicle and charge you if we do this.

**27. GOVERNING LAW**

This agreement is governed by the laws of England and Wales. Any dispute may be settled in the courts of that country.

SBL Motorhome Hire reserves the right to alter or add to these terms and conditions.

Signed \_\_\_\_\_ (Hirer)

Date

Contact Number \_\_\_\_\_

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-----For Office Use Only-----

Motorhome vehicle registration number

Customers name

Period of hire