

## **Terms & Conditions**

Please Sign & Return a copy before your hire begins.



**MOTORHOME HIRE**

### **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.

### **2. 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.

### **3. 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

### **4. Booking Confirmation**

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. There is no charge for debit cards. Any documentation you are requested to provide by SBL Motorhome Hire must be received prior to the start 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.

### **5a. 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.

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

## **5b. Cancellation Charges**

- More than 6 weeks before collections – Initial deposit is non-refundable
- Between 6-2 weeks before collection – 50% of total hire charge is non-refundable
- 2 weeks & under before collection – 100% of total hire charge if non-refundable

The above charges apply to all hires and no exceptions can be made for any circumstance. SBL Motorhome Hire strongly advises any hirer to obtain relevant insurance at the time of booking, so that any changes of personal circumstance will be covered with an insurer.

## **6a. Collection Time**

Unless otherwise agreed with SBL Motorhome Hire in writing, the motorhome will be available on the day of collection at our Harrietsham collection point at 2.00pm. Hirers who are excessively late of their pick up time (2 hours +) without any prior communication may risk having their booking cancelled, as they will be viewed as no shows. There will be no refund provided in this circumstance. It is the responsibility of the hirer to allow for a time period of 1 hour upon collection of the vehicle for the necessary documents and safety checks to be carried out. No hire will be permissible to commence until the aforementioned checks have taken place, therefore the hirer must allow for this time within their travel plans.

## **6b. Collection Suitability**

### *Age*

Drivers must be over the age of 25 and under the age of 75. Exceptions can be agreed upon in terms of the age bracket, but this needs to have been agreed in writing by SBL Motorhome Hire prior to your collection date.

### *Driving License*

Drivers must have held a domestic driving license for at least 3 years. Any driver who has 5 points or more on their license must let SBL Motorhome Hire know at the time of booking.

### *Insurance Deposit*

The hirer must make a refundable £1000.00 excess deposit at the time of collection. This must be taken from a card, no cash deposits will be allowed. The hirer must be able to make this payment at the time of collection, no hires will be commenced until this payment has been made. The excess deposit is fully refundable upon the return of the motorhome without any damage. SBL Motorhome Hire are not liable for any changes the insurer can make to the insurance excess amount for hirers who do not meet the criteria for hire but have been premised to hire a motorhome.

### *Proof of Identity*

The hirer must be able to provide their

- Driving license (Both card and online portions)
- Passport (alternative photo identification can be allowed if prior agreed with SBL Motorhome Hire)
- 2 Utility bills no older than 30 days (Bank Statements, utility bills etc. will be allowed but mobile phone bills are not permissible).

### *Hire Criteria*

Unless stated by the hirer at the time of booking, SBL Motorhome Hire will postulate that the hirer fits into these conditions. SBL Motorhome Hire has the right to refuse to hand over a motorhome to any person who does not meet their criteria at the time of collection. In circumstances whereby the hirer(s) have not made SBL Motorhome Hire aware that they do not meet the hire criteria and there are no alternative suitable drivers, then the hirer will be subject to the cancellation charges detailed in 5b.

SBL Motorhome Hire also reserves the right to refuse to hand over the vehicle to any hirer that they are of the reasonable opinion is not suitable to take charge of the

motorhome. If the hirer meets the criteria for hire but SBL Motorhome Hire deems them unsuitable, then the hire charges paid will be refunded in full. In this circumstance SBL Motorhome Hire has no further liability.

No one other than the driver(s) named in the insurance proposal form may drive the hired vehicle.

## **7. Return Time**

Unless otherwise agreed with SBL Motorhome Hire in writing, the motorhome must be returned by 11.00am on the agreed return date.

Late return of the vehicle can incur the following minimum charges –

- Same day pre-4pm
  - Late Check in fee + 50% = £75 charge
- Same day post-4pm/Next day pre-4pm
  - 1 Day Charge + 50%. E.g. high season charge = £217.50 (£145 + £72.50)
- Two Days Late etc.
  - 2 Day charge + 150%. E.g. high season charge = £725 (£290 + £435)

If the late return make us liable for extra costs (e.g. compensation for the next hirer), we reserve the right to pass these costs on to you, in addition to the above charges.

There are no refunds for the early return of the motorhome.

## **8a. Events beyond SBL Motorhome Hire'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.

## **8b. Availability**

In the unfortunate circumstance that events beyond SBL Motorhome Hire's control mean that a motorhome is not available as agreed, SBL Motorhome Hire will offer you an alternative motorhome (as detailed below), a rearrangement of dates, or 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 for the hire of the vehicle only. SBL Motorhome Hire strongly advises that the relevant insurance is taken out at the time of booking to cover any lost pre-booked travel or campsite costs in the circumstance a booking is cancelled beyond the hirer's control.

## **8c. 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 larger vehicle is offered, SBL Motorhome Hire is not liable for additional expenses e.g. higher ferry charges or road tolls. A full refund will only be provided if there is no suitable replacement vehicle available at the time of hire.

## **9. 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.
- b) You must always protect the vehicle against bad weather which can cause damage.
- c) You must make sure that you use the correct fuel.
- d) You must not tamper with the mechanics of the vehicle at any time.
- e) You are responsible for any damage to the vehicle caused by hitting low level objects, such as bridges or low branches.

- f) 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.
- g) You must not let anyone work on the vehicle without the SBL Motorhome Hire permission.
- h) You must notify SBL Motorhome Hire as soon as you become aware of a fault in the vehicle.
- i) 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.
- j) The vehicle must be returned clean inside, if the vehicle is not returned in a suitable condition the hirer is liable to charges as detailed in section.
- k) You must empty the toilet cassette
- l) You must bring the vehicle back with the same fuel level as it was collected.
- m) Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle.

### **10. Conditions for Using the Vehicle**

The vehicle must only be driven by the hirer and/or any other driver named on the rental agreement. Anyone driving the vehicle must meet the full criteria detailed in section 6b, unless prior-agreed with SBL Motorhome Hire. The hirer 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 smoke in the vehicle under any circumstance (Including vaping)
- f) Not use the vehicle to travel to unauthorised festivals or sports events.
- g) Not allow animals into the motorhome without prior consent.
- h) Not drive the vehicle outside England, Scotland and Wales, unless we have given you written permission.
- i) Not use the vehicle to propel or tow any other motorhome or trailer.
- j) Not overload the vehicle.
- k) Not carry more passengers than the seating capacity of the vehicle or allow the vehicle to be overloaded.
- l) Ensure that when the vehicle is in motion, passengers are seated in the designated seats wearing the seat belt provided or necessary child restraints.
- m) Ensure when the vehicle is in motion that the gas is turned off and any items not bolted down are made secure.
- n) Be responsible to SBL Motorhome Hire for the cost of making good any damage caused to the vehicle caused by improper use.
- o) Understand that he/she is responsible for any fines (including parking fines), which may be incurred during the hire period.
- p) 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.
- q) 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.
- r) Understand that 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.

### **11. 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 agreed upon at the time of booking.

- b) A charge for any loss or damage to the motorhome up to £1000 (including accidental damage/loss)
- c) If the motorhome is not returned in the condition it was collected in terms of cleanliness a £150 valeting fee may be charged to the hirer. If the returned condition of the vehicle will delay another customers hire, SBL Motorhome Hire reserves the right to pass on any compensation costs to the hirer.
- d) If the toilet cassette has not been emptied there is a £75 charge
- e) Hirers whom allow animals into the vehicle without prior consent will be penalised £200 plus a valeting fee if required and charged for any damage caused as per term 11b.
- f) Ignoring the no smoking policy will incur a penalty of £250, a valeting fee of £150 and the hirer will be charged for any items that have been damaged by the smell of smoke.
- g) If the fuel has not been replaced to the level that the motorhome was originally supplied, there is a charge based on the cost of fuel plus £20.
- h) 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.
- i) 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.
- j) 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 hire. 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.

## **12. Hire Insurance**

The motorhome is insured for the period of the hire only. A late return of the vehicle would incur a traffic offence under the road traffic act. Fully Comprehensive insurance is included within the hire charge. The £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.

## **13. 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 or accident. 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 or accident.

## **14. Accidents**

No responsibility can be accepted by SBL Motorhome Hire for any loss or damage or expense, which occurs as a result of any accident. In the event of an accident the hirer must –

- Make the vehicle secure
- Get the names and contact details of everyone involved, including witnesses
- Compile details of the accident, including photos of any damaged parts to the hire vehicle and any other vehicles involved.
- Contact SBL Motorhome Hire and provided full details of the accident and any damage

## **15. Breakdowns**

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 take the following steps –

- Contact the breakdown service provided in the guidebook, quoting the registration of the vehicle
- Contact SBL Motorhome Hire and provide details of the breakdown.
- If the vehicle is taken to a mechanic, SBL Motorhome Hire must be contacted PRIOR to any work being undertaken on the vehicle
  - In the unlikely event that the customer needs to pay for work to be undertaken, SBL Motorhome Hire must be provided with a detailed receipt before the customer can be reimbursed

## **16. Ending the Agreement**

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.

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 your goods have been taken away from you until you pay of 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.

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.

## **17. 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:** \_\_\_\_\_

**Name:**

**Date:**