

TAMAR MOTORHOME HIRE

Hire Contract – Terms & Conditions

1. Your Hire Contract

These terms and conditions have been devised to protect both the hirer and operator and are governed by law in England & Wales. Tamar Motorhome Hire offers motorhomes for hire strictly in accordance with the following terms and conditions. By signing these terms and conditions, the hirer agrees legally that they have read, understood and accept the detail of this document.

2. Collection

It is normal practise that the hirers collect their holiday vehicle direct from the Tamar Motorhome Hire place of residence or storage. The agreed allotted time and place is between 2.30pm and 5.00 pm. To make the most of your holiday, there needs to be a detailed handover, which includes the hot water system, central heating, electrics, toilet facilities, etc. Bear in mind that when you finish your hire, there will probably be someone else due to collect on the same day, so it's important that vehicles are returned before 11 am to give the operator ample time to get the vehicle ready for the next hirer. Any late returns at the discretion of the operator can be liable for extra cost. Tamar Motorhome Hire reserves the right to charge for late returns if additional costs are incurred to them. Hire durations are normally Saturday to Saturday, although weekend and mid week breaks are available subject to availability at time of booking. Parking for your car at the premises of the hired vehicle is permitted up to 1 vehicle, however the operator accepts no liability of any damage.

3. Deposits/Payments & Booking Confirmation

A deposit of 20% of the total hire price is payable to confirm any booking. This can either by phone or by our on-line booking services. Once bookings have been completed, you will receive confirmation from Tamar Motorhome Hire by email or by post.

This will confirm the stated hire period (please advise if there any mistakes). Early returns do not qualify for a refund, however you are expected to return your vehicle at the agreed time and location (pick up point). Failure to return your hired vehicle at this time will result in further charges at a rate of 125% of your pro-rotata daily charge and this will be taken from your deposit bond.

Once these have been issued you are bound by the terms and conditions of this contract. Please be aware that in all cases deposits are non-refundable. The balance of any hire booking is payable eight weeks before the commencement date of your hire, unless hire dates are less than 8 weeks away, then payment in full will be required at the time of booking. Payment can be made by debit or credit cards; however there is a charge of 3.0% for credit cards. Cheques will be accepted, however, all funds must be cleared within time limits above. There is an additional charge for the issue of Green cards for travelling abroad, currently set at £80 per week. Please make this clear during the booking process and the fees will automatically be added to your total hire charge. All bookings will also require damage deposits of £1000 before hire period commences. This is normally taken by

debit/credit card/cheque(this must again be cleared before hire) just before the hire start date. All hirers/drivers must be of 25 years of age at the time of booking and qualified for a minimum of 24 months to conform to the Insurer's terms and conditions. Copies of drivers licences at time of booking will be required by Tamar Motorhome Hire and a copy will be kept on file for a period of no more than 12 months we respect the current Data Protection laws.

Although Drivers licenses will be required at time of booking, you will also be required to show both parts of these to the operator/owner on collection of your vehicle along with 2 other forms of identification (utility bills etc). Tamar Motorhome Hire reserves the right to cancel the hire if Drivers licenses requested are not received by all relevant parties. If the hirer does not conform to this request then all monies paid will be forfeited, except the insurance excess/damage bond, which is refundable.

4. Named Drivers/Passengers

Only the named driver(s) in the booking proposal may drive the hired vehicle. The operator Tamar Motorhome Hire reserve the right to refuse the handover to any person who they deem un-suitable to drive. In this unlikely event all hire charges will be refunded in full. Neither the operator nor Tamar Motorhome Hire has any further liability.

Any additional drivers that do not appear on the booking must gain permission in writing from Tamar Motorhome Hire before the hire commences.

The operator/Tamar Motorhome Hire only authorise the use of any motorhome to the stated number of passengers permitted by the number of seatbelts fitted. Safety restraints should be used at all times whilst the vehicle is in motion.

5. Pets

Sometimes we do permit pets to avoid disappointment please inform us during booking so that we can allocate you one of these vehicles, however, any damage caused by pets will be fully charged to the hirer.

6. Smoking Policy

It is against the law to smoke in any hire vehicles in the UK. This is therefore strictly prohibited in all vehicles even if the hirer is intending to go abroad.

7. What if we cannot fulfil the booking?

In most cases your chosen hire vehicle will be available, however, in the unlikely event beyond the operator's control that it is not. Tamar Motorhome Hire will endeavour to find a suitable replacement. In this unlikely event if the replacement vehicle is more expensive Tamar Motorhome Hire will pay the additional charges. In the event of a smaller vehicle is offered and accepted, then Tamar Motorhome Hire will refund the difference to the hirer.

8. Forced Cancellation by Tamar Motorhome Hire

In the unlikely situation where an unforeseeable situation occurs which is unavoidable by the operator and/or Tamar Motorhome Hire, whereby your motorhome is not available and

no replacement can be agreed or sourced. All monies will be returned in full. However, neither the operator nor Tamar Motorhome Hire will be held liable for any additional costs or compensation. Tamar Motorhome Hire liability will be strictly limited to the return of all monies paid in full.

9. Cancellation

If the hirer needs to cancel for any reason, in the first instance please contact Tamar Motorhome Hire. If the date of cancellation is more than 8 weeks away from the date of hire, then no more payments will be required, however, the initial 20% deposit taken at the time of booking will be non-refundable. If you are within 8 weeks of the hire date, payment should be made in full, and would only qualify for a part refund if we are successful in obtaining another booking for the same period. If this is the case you may get up to 50% of the hire fee returned to you. Torpoint Motorhome Hire will do our best to be as fair as we can.

Torpoint Motorhome Hire will also require written confirmation of your cancellation.

10. General Housekeeping & Responsibilities

When it comes to looking after your hired vehicle, common sense is always one that is applied. It is the hirer's responsibility to look after the vehicle for the duration of the hire, including and not limited to looking after keys, locking the vehicle when not in use and to use the security system that has been fitted to the vehicle. Make sure that the correct fuel is used, any contaminated fuel would be the hirer's responsibility and all costs would be borne by you the Hirer. Please make it your business to get to know the length height and width of your hired vehicle, respect the conditions of the roads you are using at being aware of any restrictions at all times. i.e. low bridges, narrow roads, sharp bends, low branches etc. The hirer is responsible for any damage caused in this manner and Tamar Motorhome Hire does not accept any liability.

It is strictly prohibited to sub let the hired vehicle to a third party, failure to adhere to this would result in the immediate cancellation of your rental agreement without any refunds and any damage would be payable by the hirer.

You must obtain the permission of the operator if any repairs are needed during the hire period, even if you the hirer are liable for the costs. If repairs are needed that are the operators responsibility, then keep all receipts to obtain a refund from them, but you must still obtain the operators permission before any work is carried out. At all times you must inform the operator as soon as you are aware of any fault.

11. Extra Charges

- a) In all instances, bed linen, towels and pillows are not provided. Experience tells us that customers like to take their own.
- b) Failure to empty the cassette toilet or extreme cleaning will result in a £50 charge by the **operator**.
- c) Any cleaning/valeting not deemed normal usage will be charged by the **operator** at the rate of £85. In all instances, damage to the interior, excluding fire, will be chargeable to the hirer. Any damage caused by fire will be covered by insurance, however the first £500 is payable by the hirer, in line with the insurance terms and conditions. The operator will be

held liable for any lost property during your holiday. (You will need to take out your own holiday insurance to allow for personal losses.) See clause 13.

- d) A £25 refuelling charge (plus the cost of the fuel) will be charged by the **operator** if the tank is not full upon return (excluding usage from nearest fuel station to drop-off point.).
- e) If you require replacement Gas whilst on your holiday, the hirer is responsible for the cost. (All hires will have at least 1 full gas bottle) however, there is no need to return your hired vehicle with the gas that you have used.
- f) There is a £80 charge per week for the issue of Green cards for travelling abroad, please advise at time of booking.
- g) A £1000 damage waiver deposit is payable by the hirer to Tamar Motorhome Hire before hire commences, and the hirer agrees that any damage claims that fall outside of the insurance terms and conditions including the £500 excess, including any extra charges payable will be deducted from the hirers deposit upon return. Tamar Motorhome Hire will pay the extra charges above direct to the operator and any remainder of the deposits will be refunded to the hirer normally within 7 working days of the return date. Tamar Motorhome Hire expect most hirers to abide by these rules and do not enjoy taking monies from the damage deposit.
- h) The hirer is responsible for any parking/speeding or other traffic offences during the hire period. Tamar Motorhome Hire will inform the relevant authority of the named hirers for that period. Tamar Motorhome Hire will not accept any liability for fines or endorsement or any court costs for such offences.
- i) By signing these terms and conditions you accept the Tamar Motorhome Hire can deduct any of the above payments from your damage deposit payment and that we can pass on your details to any relevant authority that may need them. (This excludes passing on your details to third parties that wish to sell you their services).

12. Terms & Conditions of Insurance

Insurance is only permitted to drivers between the age of 25 & 70 and must have held a full driving license for a minimum of 24 months. Sometimes younger drivers can be arranged with Tamar Motorhome Hire if contacted at time of booking. For any speeding endorsements of more than 6 points Tamar Motorhome Hire will need to obtain permission from the insurer prior to the commencement of any hire period. Visitors from abroad will require a current EU driving license with the same parameters.

You shall be liable for the first £1000 of each and any claim(s) made under the Insurance, such sums to be deducted from the Rental Damage Deposit and if insufficient paid by you within 7 days of written demand.

The following are excluded from the Insurance cover;

Damage to the windscreen and windows

Damage to tyres caused by braking, punctures, cuts or bursts

Mechanical, electrical, electronic, computer failures, breakdowns or breakages

Loss of use, wear and tear, depreciation in value of the Motorhome after a claim has been made under the Insurance policy

Claims involving fraud or deception

Claims resulting from "taking away" incidents where the Motorhome is taken by a member of your family, household or by someone with a close personal relationship with you

Claims resulting from anyone driving the Motorhome with or without your permission who has not been included in the Hirer's policy.

The hirer will indemnify Tamar Motorhome Hire against any personal or third party losses outside the terms and conditions of the Insurance policy.

Agree to drive obeying the Highway Code at all times.

Agree not to drive the vehicle whilst under the influence of alcohol or drugs.

Agree not to drive the hired vehicle outside of England/Wales and Scotland unless prior agreement has been approved and green card been issued by the insurer on behalf of Tamar Motorhome Hire.

13. Personal Insurance

As already mentioned, renting a motorhome is no different to any other holiday, so it is recommended that all parties take out their own personal holiday insurance. It is strongly recommended that this insurance should be extended to cover early termination of your holiday due to a breakdown or accident. Tamar Motorhome Hire will not be held liable for any personal claims or losses.

14. Break Downs/Accidents

In the unfortunate event of any break down, in the first instance you should contact the breakdown service that comes with the vehicle. Inform Tamar Motorhome Hire immediately after you have informed the breakdown service. All repairs require Tamar Motorhome hire permission.

In the unfortunate event of an accident, you should take down names and addresses of all other party's involved (if any) and any witness details (if available). **Do not admit fault** as this is for the insurers to decide. **You must inform the police if anyone is injured**, you must contact **Tamar Motorhome Hire** immediately and produce a report for **Tamar Motorhome Hire**. Please make sure any vehicle left unattended is done so securely.

15. Confirmation and acceptance of these terms and conditions

Name(s).....

Signature(s).....

Date.....

Tamar Motorhome Hire Acceptance Signature.....

Date.....

Please only sign this form if you have both read and agree to the conditions.

This agreement is governed by law in England and Wales.

Torpoint Motorhome Hire is a trading name of D G Evenden , 17 Maple Avenue, Torpoint, Cornwall, PL11 2NE

Tamar Motorhome Hire Rates for year 2010

1st December to 1st April £650 per week

1st April to 15th May £750 per week

15th May to end of June £800 per week

1st July to 7th September £850 per week

8th September to end September £800 per week

1st October to 1st November £650 per week

We will not be beaten on price long term & contract hire on application

European travel two weeks and over only mileage over 1000 miles charged at 10p per mile

Unlimited UK mileage

European travel pack £90 per 2 weeks including breakdown assistance

If available weekend deals for 4 days from: End September to 1st April £550
1st April to 15th May £600
16th May to end September £650

Tamar Motorhome Hire runs a mixed fleet of motorhomes, specifications and designs may vary and the features and layouts may be given only as an example.

British Sales Tax (VAT) unless expressly stated to the contrary all prices are inclusive of VAT standard rate. This is currently 17.5% but the charge will be varied in the event of standard rate being changed by the UK Government.