

**Derbyshire Motorhome Hire
Terms & Conditions 2018****Tel 0800 6444 199**

THESE TERMS AND CONDITIONS FORM A BINDING AGREEMENT BETWEEN DERBYSHIRE MOTORHOME HIRE and THE LEAD HIRER who is named on the Initial Contact Form and all other documents relating to the hire.

Derbyshire Motorhome Hire is also referred to as “DMH” “Us” “Our” and “Operator” throughout. Hirer is also referred to “Customer” “Client” and “You” throughout.

1. CONTRACT BETWEEN CUSTOMER AND OPERATOR

By using the website www.derbyshire-motorhome-hire.co.uk and by taking a hire vehicle belonging to Derbyshire Motorhome Hire you are accepting these terms and conditions. Please read this entire document thoroughly and carefully. If there is anything you do not understand or do not agree with please ask DMH. Please also refer to the Privacy Notice on our website.

2. BOOKING CONFIRMATION AND PAYMENT

A payment of £315 is required up front to confirm the booking or full price of holiday if total is less than £350; this is non-refundable and enters the hirer and the operator into a binding contract for the hire. The balance is payable in full six weeks prior to day one of your hire, or at the time of booking if booked under six weeks from the start date.

ACCEPTED PAYMENT METHODS: Bank transfer, credit/debit card or Paypal.

Any documentation you are requested to provide by DMH must be received by the deadlines requested or within two days of booking if less than six weeks from the start date of your hire. This includes your driving licence number, licence issue number and a check code from DVLA. Hirer is responsible for generating the DVLA check code from the DVLA website. Full instructions on how to obtain the check code can be found on our website and/or the DVLA website. Please telephone us if you need assistance with this so that we can guide you through it, as it is a strict requirement of the insurance company that this check be carried out, and we are not allowed to release the vehicle without it. Failure to provide full payment and documents as above will result in the booking being cancelled and the loss of any and all monies already paid. Drivers must be aged between 27 and 70 years of age and have held a full driving licence valid for the relevant vehicle for at least 2 years prior to the commencement of the hire. Drivers who passed their test after 1996 are restricted to the weight of motorhome they can drive, that being a maximum of 3500kg. All our motorhomes are within this weight. Drivers must be free of endorsements on their licence except for minor parking offences or speeding offences to a maximum of 3 points on their licence. If you and/or anyone applying to drive during the hire period has penalty points on your/their driving licence please tell us at the start of the booking process as some circumstances may mean an increased insurance fee and/or increased damages deposit. The price we quote for the hire will be for vehicle rental only, main driver insurance is £30 per hire, additional drivers may be added for £30 per hire and also must produce the same ID documents and DVLA check code as main driver. **Driver insurance is not holiday insurance.**

Taking the motorhome outside of the UK's mainland and to Scotland is not allowed.

3. CANCELLATION BY THE HIRER

All cancellations should be notified in writing to DMH. Please call DMH immediately to inform them as this will improve the chances of re-hiring and recovering any monies already paid.

PLEASE NOTE:

- If notification of your cancellation is received more than six weeks before the start date of your hire, you will be refunded in full less the initial deposit.
- If notification of your cancellation is received between 6 weeks and the start date of your hire, the total hire fee will be forfeited.

DMH will do all it can to re-hire the motorhome and if they are able to do so, you will be refunded up to a maximum of your total hire less your initial booking deposit, subject to the amount of time and money DMH is able to re-hire the motorhome for and a reasonable administration charge.

4. COLLECTION AND RETURN TIMES

Collections and Returns are to our depot: Kings Newton Storage Depot, Trent Lane, Kings Newton, Melbourne, Derby DE73 8BT. You may leave one vehicle here at no extra charge if required.

Take the turn into Trent Lane and drive all the way to the end where you will see the depot. If the gate is closed call us on 0800 6444 199 to alert us to your arrival. Pull into the first available parking place, or next to the motorhome if you see it, and one of our agents will meet you. Unless otherwise agreed with DMH, the motorhome will be available on the day of hire from the agreed time and location, and must be delivered back to the agreed time and location on the last day of hire.

Please allow 1 hour for handover and demonstration of the vehicle on collection day and enough time on return of the vehicle for you to empty your belongings if needed.

Vehicles must be returned clean, in the same condition as received on handover, with the toilet emptied and cleaned, waste water emptied, one full gas bottle and one part used gas bottle and a full tank of fuel (unless re-filling service has been requested). If this is not the case then a charge will be made. A guide to charges is available on our website, an extensive list of penalties is included in this document.

Nearest Fuel to the depot is The Cottage Filling Station, Derby Road, DE73 7JB Tel: 01332 766704 distance from depot 2.8 miles / 7 minutes. There is also an Esso filling station on Chellaston Road.

LATE COLLECTIONS If hirer arrives more than 30 minutes late for collection / handover a penalty of £50 will be applied per hour and per part hour. All drivers must be present for the handover and demonstration.

LATE RETURNS If vehicle is returned more than 30 minutes later than arranged, a penalty of £50 will be applied per hour and per part hour.

Bearing in mind the necessary safety checks, and vehicles need to be cleaned, maintained & ready for collection by the next hirer, timings are crucial to a smooth turnaround.

5. AVAILABILITY

Occasionally motorhomes are not available as agreed due to events beyond the motorhome operator's control (see point number 6). If your booking has to be cancelled (which DMH reserve the right to do) DMH will offer you the choice of an alternative, or, if no suitable replacement is available, provide a full refund.

6. EVENTS BEYOND OUR CONTROL

Events beyond our 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 we could not, even with all due care, foresee or avoid. We cannot 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 our 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, we will of course offer you the choice of an alternative motorhome (if available) or refund as described above.

Extensive and methodical tests are carried out prior to each individual hire to ensure all systems are in working order at the start of the hire period. Should any item, including water, gas and electricity malfunction during the hire period this is beyond our control. There is a comprehensive user manual in the motorhome at all times to guide the hirer as well as free phone number and emergency telephone number supplied. We also publish informational videos on our website which can be viewed at all times, indeed hirers are encouraged to watch these prior to collection to assist in learning and a timely handover.

7. SUITABLE PERSONS

The motorhome operator has the right to refuse to hand over a motorhome to any person who, in the reasonable opinion of the motorhome operator, is not suitable to take charge. In such cases, all hire charges paid will be forfeited, and the motorhome operator has no further liability. We do not usually allow same gender groups to hire our motorhomes, but some circumstances do permit therefore please telephone us in the first instance if you wish to apply for a same gender group holiday.

8. PETS

Pets are accepted, but strictly limited to a maximum of 2 **SMALL** pets, at the discretion of DMH, where permission has been sought prior to booking, and charged at £20. Covers are provided for upholstered areas and must be used at all times.

9. SMOKING

Smoking in the motorhome is not allowed, any infringement will incur a full deposit forfeit.

It is illegal to smoke in a commercial vehicle.

10. BED LINEN AND TOWELS

Bed linen, pillows and towels are not provided. Mattress protectors are supplied and should be used at all times to cover and protect the upholstery whilst sleeping. These should be covered with hirers own clean bottom sheet and clean top bedding or clean sleeping bags. An absorbent mat is supplied for the washroom and should be used to protect the fragile floor.

11. RENTAL PERIOD

You will have responsibility and full use of the vehicle for the rental period shown in the agreement. If the vehicle isn't returned on time you are breaking the conditions of this agreement which may invalidate the insurance. See item no.4 for collection and return times.

12. RESPONSIBILITIES OF THE HIRER

1. Hirer must look after the vehicle and the keys to the vehicle. Hirer must keep vehicle locked when not in use, and use any security device fitted to or supplied with the vehicle. Hirer should always protect the vehicle against bad weather which can cause damage. Hirer should make sure that the correct fuel is used. Hirer is responsible for any damage to the vehicle caused by hitting low level objects, such as bridges or low branches.
2. Hirer should not sell, rent or dispose of the vehicle or any of its parts. Hirer must not give anyone any legal rights over the vehicle.
3. Hirer should not let anyone work on the vehicle without DMH's permission. If DMH do grant permission, a refund will be given if a receipt for the work is provided. Receipts will be checked.
4. Hirer must let the operator know immediately of any fault in the vehicle or any damages or breakages, however small. Regardless of any blame, we need to be prepared if items need repairing or replacing for the subsequent hire. Reporting faults, damages or breakages prior to returning the vehicle will save you money as penalties are applied if you do not report them. A guide to penalties is available on the website, and extensive list is included in these terms and conditions.
5. Hirer should return vehicle 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.
6. Hirer will be responsible for payment of repairs if:
 - The vehicle needs more than standard changeover valeting (cleaning) including upholstery, furniture & floors
 - Hirer has damaged any part of the vehicle, inside or out
7. Hirer should return vehicle empty of personal belongings.
8. Mileage above limit is calculated upon return and charged at current rate per mile (limit and charge on website).
9. Hirer is responsible for any loss or damage including that caused by neglect, misuse, accident or not your fault. If the hirer is found to have damaged the vehicle through negligence, and/or no other vehicle was involved, the hirer will be responsible for FULL RECTIFICATION COSTS. Items **not covered by insurance** include; interior fitments, spills or damage to upholstery, front and rear bumper, over-cab mouldings, any part of the motorhome over 7ft, roof lights, windows, wing mirrors and external doors, vehicle engine, (other than wear and tear), incorrect fuel or fuel

contamination, fuel in the fresh water system and running out of fuel, fresh water in the fuel system and all charges resulting from these points.

PENALTIES	PER HIRE
Un-replaced gas bottle(s) each	£50
Toilet un-emptied and/or un-cleaned	£50
Damaged or stained furniture /upholstery each	£50
Missing or broken fixtures & fittings each	£50
Missing or broken contents each	£50
Collection over 30 minutes later than arranged	£50
Return over 30 minutes later than arranged	£50
Deep clean to remove evidence of smoking	Deposit forfeited
Excessively dirty motorhome	£150
Lost Keys each	£150
Excessive damage to interior or exterior	Deposit forfeited
Any incident resulting in an insurance claim	Deposit forfeited
Vehicle taken outside mainland UK or to Scotland	Deposit forfeited
Vehicle abandonment	Deposit forfeited
DashCam lost or stolen	Deposit forfeited

The cost of damages to any part of the vehicle not covered by the insurance will be deducted from the £550 damages deposit. If the cost of damages exceeds the £550, hirer is liable to pay up to a maximum of £1200 and will be invoiced accordingly for the outstanding amount.

In the event of any damages that are covered by the insurance, £1200 will be required to be paid by the hirer for the insurance excess and administration. Claiming on the insurance will be at the Operator's discretion.

In the event of an insurance claim and there being further damages not covered by the insurance, hirer will be liable to pay additionally up to a maximum of £1200.

13. CONCEALED DAMAGES DISCOVERED AFTER HIRE

Hirers are responsible for any breakages or damages that were concealed and not reported upon return of the vehicle. Extensive checks are carried out but it is not always possible to discover every fault until the vehicle is demonstrated at the handover of the next hirer, and sometimes at the start of the next hirer's holiday. If a fault is discovered at this point you will be invoiced and expected to pay by the deadline given as part of these terms and conditions. If you find a fault, damage or breakage that you believe to have been caused by the previous hirer you have until 24 hours from your collection to report it to us.

14. CONDITIONS FOR USING THE VEHICLE

The vehicle must only be driven by named drivers on the hire insurance policy. Anyone driving the vehicle must have held a full valid driving licence for at least 2 years. All drivers must not:

- Use the vehicle for hire or reward;
- Use the vehicle for any illegal purpose;
- Drive on any roads/surface other than sealed tarmac or hard standing/solid ground;
- Use the vehicle for racing, pace making, testing the vehicle's reliability and speed or teaching someone to drive;
- Drive on beaches or bogged grass/fields or submerge in water or saltwater;

- Use the vehicle while under the influence of alcohol or drugs;
- Drive or take the vehicle to Scotland or anywhere outside of mainland UK;
- Overload the vehicle;
- Carry on board any fireworks, corrosive or flammable products, gases and hazardous liquids other than gas canisters in the sealed compartment, this includes bar-be-que lighting fluid and self lighting/disposable bar-be-ques;
- Hide or conceal any damage that has occurred by yourself to any part of the vehicle especially in instances where damage may not be instantly visibly obvious.

The total number of people that can be carried in the vehicle is limited to the total number of seatbelts fitted. This is a legal requirement – do not carry anyone who is not using a seatbelt.

15. CHARGES

Charges are based on the DMH price list at the time of booking. Hirer 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 including that caused by neglect, misuse, accident or not your fault, subject to the cover provided by the hire insurance.
- c. Any charge for loss or damage resulting from hirer not keeping to condition 12.
- d. You must empty and rinse out the toilet cassette at the end of the hire period. There is a £50 charge for un-emptied / un-cleaned cassettes. Do not leave water in the cassette or it will be assumed it was not fully emptied.
- e. An optional refuelling service charge of £20 can be arranged if you feel you will not have time to fill the tank with fuel, plus the cost of the fuel (these are deducted from the damages deposit refund). This ensures that every hirer has a full tank of fuel to begin their holiday.
- f. Two gas bottles will be supplied, one full and one part used. Should you need to replace an empty bottle during the course of your hire, this is your responsibility. The vehicle must be returned with one full and one part used gas bottle, failure to do so will incur a charge of £50 plus the cost of a gas bottle.
- 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 when the authority demands. If you do not, you will be responsible to pay any costs and reasonable administration charges which arise when DMH 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 and any refunds owed to hirers who cannot use the vehicle whilst it is seized, if and when DMH 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 Barclays Bank from time to time.
- k. 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.

l. Any other fees/charges including costs incurred by DMH as a result of breach of these terms & conditions.

m. Daily rental period costs for loss of hire if a vehicle is off hire for accident repairs as a result of damage by you.

BE AWARE THAT IF YOU RENDER THE VEHICLE AS UNFIT OR UNAVAILABLE FOR HIRE FOR ANY HOLIDAYS AFTER YOURS, YOU WILL BE RESPONSIBLE FOR THE COST OF ANY REFUNDS OWED TO THOSE FUTURE HIRERS.

16. SECURITY BOND (DAMAGES DEPOSIT)

A security/damage deposit of £550 is payable before collection of the motorhome. Damage to the motorhome (externally or internally) will be deducted from this deposit to cover costs of repairs/fitments or the insurance claims excess as described in these terms and conditions. You agree that the deposit is payable in full as a condition of hire, payment to be made to DMH 7 days prior to collection of the vehicle. Damages deposit is collected via PayPal during the week prior to collection of the vehicle.

The damages deposit will be retained by DMH if, on return of the hire vehicle, it is found that damage or losses have been incurred. In such an event, the deposit is retained by DMH who will place it in its account until the claim or dispute is settled. The amount for the repair/s or item/s will be kept by DMH with the balance of the deposit (if any) refunded to you. The damages deposit will be returned in full to the hirer if it is found that there is no damage to the vehicle upon completion of full inspection and subject to other penalties or pre agreed arrangements such as fuel refilling fee for example.

17. THE HIRE INSURANCE

The motorhome is insured for the period of the hire (except in the event of negligence see 12h). Driver insurance is not holiday insurance and we advise that you purchase specific holiday insurance for the duration of your hire to cover your personal belongings etc.

You also agree to the following rules dictated by our insurance:

17.1 Hirer agrees to operator verifying the identity and permanent address of all and any permitted driver by taking and retaining copies of the following documents from each hirer/driver:

- a) Driving Licence Photo Card
- b) Online DVLA Licence Check Result/Print Out
- c) 2 Separate utility Bills (Excluding Mobile Phone Bills) which must be dated within 90 days of the hire start date

17.2 The vehicle shall not be let out on hire to or be driven by:

- a) Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their licence endorsed or suspended or more than 6 penalty points imposed. Spent convictions covered by the Rehabilitation of Offenders Act 1974 may be disregarded at the discretion of the operator.

- b) Persons who had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any motor insurer.
- c) Persons engaged wholly or partly in professional entertainment or professional sports persons.
- d) Jockeys and persons connected with racing of any sort.
- e) Persons who, whilst driving, have been involved in more than one accident during the past 3 years.
- f) Foreign service personnel other than persons holding a full valid United Kingdom licence for 2 years or more.

17.3 The vehicle may only be driven by hirers and other permitted drivers who have completed a driver submission form and signed a hire agreement. These documents must be completed by the hirer and other permitted drivers in all respects.

17.4 The vehicle shall not be used for the carriage of goods of an explosive, dangerous or hazardous nature or for the carriage of goods or passengers for hire and reward.

18. WHAT TO DO IF YOU BREAK DOWN

No responsibility can be accepted by DMH for any loss or damage or expense which occurs as a result of any defect or breakdown unless it is due to a proven reason of the operator's failure to adequately maintain the motorhome in a fit state and condition. If you do breakdown you should contact the breakdown service that covers the vehicle and inform DMH immediately – details in the hiring manual which is stored in the vehicle and pointed out to the hirer during the handover.

19. WHAT TO DO IF YOU HAVE AN ACCIDENT

No responsibility can be accepted by DMH for any loss or damage or expense which occurs as a result of any accident, regardless of blame. If you have an accident you must not admit responsibility. You should obtain and record the vehicle registration number, insurance company, names and addresses of everyone involved and inform them that any future correspondence with them or their insurers should be addressed to DMH. You should also record the names and addresses of any witnesses. Accident forms are available in the hirer's manual for keeping records and noting down details. You must also:

- Make the vehicle secure
- If appropriate and safe to do so take photographs
- Tell the police straight away if anyone is injured or there is a disagreement over who is responsible; and
- Contact DMH as soon as you can safely do so

You must produce an accident report and send a copy to DMH, the form is provided in the hiring pack. You will also be required to assist DMH in handling any claim that should arise.

20. 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 with genuine manufacturer's parts, and paid for by you at the time. You should contact DMH 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. Do not attempt to drive a damaged motorhome, please telephone DMH for advice.

21. 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, the police 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.

22. 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

c. 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.

23. GOVERNING LAW

This agreement is governed by the laws of the country in which it is signed. Any dispute may be settled in the courts of that country.

24. FULL TERMS & CONDITIONS

Full terms & conditions are published on our website at all times.

It is strongly recommended that you take out your own personal travel insurance policy as you would for any holiday to cover all eventualities as DMH does not cover this on their insurance.

DMH own all their vehicles themselves and are not an agent for private owners' motorhome rentals.

DMH reserve the right to amend these Terms & Conditions at any time and without notice.

Accepting these terms and conditions does waive any right to sue DMH for loss of hire/holiday and any associated costs. By booking your motorhome hire with DMH you are agreeing to all the Terms and Conditions above.

You are also authorising DMH to irrevocably recover any monies due to them from damages deposits, credit/debit card details or cash bond in the event of any damage/loss incurred to the motorhome whilst on hire to you.