

## **TERMS & CONDITIONS PLEASE READ CAREFULLY**

### **Hire Charges, Insurance & Payments**

Vehicle Hire Charge means the hire charge including VAT, Vehicle Insurance (excluding insurance surcharges) for the purpose of the hire of a motor home for the duration of the hire period. The Vehicle Hire Charge does not include: Insurance Surcharges (if applicable), Optional Extras or Refundable Security Bond.

The Vehicle Hire Charge is required to be paid in full at least **1 Month** prior to the hire collection date.

The minimum period of rental during high season(s) is 5 nights.

### **Initial Payment**

An initial payment of **£250.00** is required to be paid at the time of making your reservation. Please can you pay this over the Telephone or in person within 24 Hours of making your booking otherwise we will have to cancel your booking to make it available for others.

### **Final payment**

Final payment is the balance due for all hire charges, Optional Extras & Insurance Surcharges at least **1 Month** before the hire commencement.

The Refundable (If No Damage) Security Bond deposit of **£500.00** must be paid on the day of the hire commencement.

Insurance cover cannot be provided unless the Final Payment & Security deposit is made.

UHire reserves the right to cancel the hire booking if the Final Payment is not received **1 Month** prior to hire commencement.

In these circumstances the Vehicle Hire Charge may be forfeited.

### **How To Pay Final Payment**

Please pay all final payments by bank payment into our bank, details are listed below;

**UHire Motorhomes**

**Sort Code: 40-23-12**

**Account Number: 42466228**

Please put your Surname & the Date of Hire as the reference.

### **Optional Hire Extras**

These include but are not limited to Bedding Packs, Satellite Navigation Systems etc...

All Optional Extras must be paid in full prior to the hire commencement.

### **Eligibility, Proof of Identification and Driving Licences**

**PLEASE WITHOUT EXCEPTION READ THROUGH THE EMAIL WE WILL SEND YOU ONCE YOU HAVE BOOKED**

Confirmation of your reservation will be sent to you by email.

Due to the amount of bookings we have to process, this can take up to 48 hours from the date you made your reservation.

A subsequent process of email administration will ensue which requires your **FULL ATTENTION** as it requests information to enable us to be able to accurately process your reservation and provide the adequate level of insurance cover for your period of hire.

Personal Information supplied may be disclosed to a third party for insurance & identity validation purposes.

UHire Motorhomes are registered with the Data Protection Registrar.

UHire Motorhomes will require proof of eligibility to hire and to drive the vehicle.

The Hirer must provide the following items to the UHire Office as requested both during the online administration process and also when collecting the vehicle

**(Note we cannot release the vehicle on Collection Day without these items being present):**

**A Valid Full UK driving licence for each Driver**

**2 items of proof of residential ID of the main Driver dated within the last 90 Days at time of booking**

**(Utility bill, bank statement or credit card statement less than 3 months old is acceptable)**

**National Insurance number & Date of birth for a driving Licence check on the DVLA system so we can ensure you are eligible to drive the motorhome.**

**On Collection day please bring in the Driving licence and one further proof of identity ,**

**Utility bill, bank statement or credit card statement (dated within last 30 days as we need proof that you are still living at declared address when you actually take the Motorhome from us)**

UHire Motorhomes reserves the right to cancel the hire if, at the commencement of hire, the Drivers' licences are invalid or not according to the required conditions or if insurance is declined for any reason.

UHire Motorhomes reserves the right to refuse to provide insurance cover based on the answers provided in the insurance questionnaire.

UHire Motorhomes reserves the right to decline hire to any person at any time without reason. UHire Motorhomes reserves the right to vary the conditions of hire at any time.

The Hirer hereby warrants the accuracy of all information supplied to UHire Motorhomes

The Hirer agrees that he or she is responsible for all costs, expenses and fines (including parking and congestion violations) which may be incurred during the Rental Period as a result of a breach of any Road Traffic laws, except where the breach is due to the fault of UHire Motorhomes

For the purposes of the DATA PROTECTION ACT 1984, UHire Motorhomes or any subsidiary of UHire Motorhomes may hold and process by computer or otherwise the information given to UHire Motorhomes by the hirer or any Additional Driver to identify other products or services which might be relevant and for statistical analysis.

## **Collection and Return of the Vehicle**

The hirer agrees and understands that the Motorhome must be collected and brought back to us on the times stated.

**Collection time is between 10am-11am**

**Sundays we are closed for Collections & Returns**

On the day of collection. It may be possible to collect the vehicle at an earlier time, but is required to be agreed in writing between UHire Motorhomes Manager and the hirer directly.

Please note, If we have more than two Motorhomes being collected on the same day then we will notify you and stagger the times of collection in order of date booked.

This will be no later than 12pm but please understand that sometimes during busy periods your collection time may have to be at a later time (We will notify you at the time of booking).

The hirer agrees and understands that the Motorhome

**Return time is before or no later than 2:00pm Mon - Sat**

Time is required to inspect the Motorhome when you return it.

We also require time to prepare the vehicle for the next hire.

It is for this reason we request the prompt return of the vehicle at the prescribed time.

**(Late return of a Motorhome will incur a charge of an extra nights hire)**

Hires start and finish at the collection/return point unless otherwise agreed in writing.

The collection point is at the top of the yard near the Valet Bay

On return of the Motorhome please park it in the yard, on the right between the 2 large metal containers nose in.

(Next to the other Motorhomes)

No refund is given for the early return of the vehicle.

Should the late return of the vehicle make UHire Motorhomes liable for extra costs (e.g. compensation for the next hirer), we reserve the right to pass on these costs to you.

The return of the vehicle is confirmed in writing, signed by the hirer and the UHire Motorhomes, if a full inspection has not been possible you will be contacted to discuss any damage discovered in your absence as soon as it is discovered.

## **Replacement Vehicles**

In the unlikely event the vehicle originally booked becomes unavailable, UHire Motorhomes reserves the right provide an alternative vehicle. UHire Motorhomes will always endeavour to provide a vehicle of similar size to suit travelling party requirements which will be similarly equipped.

In this event, the hirer is not liable for higher rental charges. If a smaller vehicle or lower grade vehicle is offered and accepted, the difference in charges will be refunded.

In the event of a motor home being rendered unroadworthy as a direct result of any road traffic incident during your period of rental, UHire motorhomes are unfortunately unable to guarantee the provision of a replacement vehicle. Under these circumstances, the hirer is not eligible for a refund of monies paid and UHire Motorhomes are not liable for subsequent associated costs as these will be required to be recovered from your travel insurance provider.

## **Security Deposit**

A Security Deposit of **£500.00** is required to be paid in full on the commencement day of the hire. Your Deposit payment will be held and refunded within 24 hrs if there is no damage/ missing items found on its return,

This Refund may take 3-4 Working days to appear in your account after the date of the check-in date of the vehicle.

**This period of time may be longer in the event of any post hire charges being required to be imposed due to damage estimates or missing items etc.**

**Your Security Deposit payment of £500 will be refunded subject to an inspection of the Motorhome on its return, If any missing items or damage is found then the costs of these including any parts or labour needed will be taken from the £500 Security deposit. Without the hirers consent.**

UHire Motorhomes requires you to take care of the Motorhome whilst in your possession. UHire Motorhomes reserves the right to charge you the customer/Hirer for any cost incurred by UHire Motorhomes in returning the Motorhome to the condition it was when you commenced hire.

## **Travel outside the UK and Eire**

Our motorhomes are strictly forbidden to be used outside of the UK (except Southern Ireland)

## **Conditions and Limitations on Use**

The Hirer Agrees:

to protect the interests of the Insurer and the Owner by ensuring the vehicle is always locked when unattended and the keys are secure and the Alarm is activated.

To only drive on a maintained public highway, private road or driveway;

Not to carry more passengers than the seatbelt capacity of the vehicle or allow the vehicle to be overloaded;

Not to operate vehicle or permit the vehicle to be operated in any way that would violate this contract, including but not limited to carrying passengers or goods for hire or reward;

Not to participate in motor sport events;

Not to propel or tow any vehicle or trailer;

Not to allow any person to drive when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed for the time being by Road Traffic Legislation;

Not to violate any law, ordinance or regulation;

Not to allow any person to drive under authority of any licence other than his own;  
Not to drive in a reckless or imprudent manner.

The Hirer may not travel in war or disaster zones.

In the interests of security and safety, all of our Motorhomes are fitted with a tracker system.

Each Motorhome is monitored by our tracker system and is unstable over 70 mph, the Hirer will be charged £75.00 if this limit is exceeded.

## **Dartford Crossing Road User Fee**

The new remote Dart Charge payment system began on 30 November 2014 at 6am The road user charge fee for each crossing can no longer be paid at the Dartford Crossing barrier and will therefore automatically be paid by UHire Motorhomes.

You must inform us that you have used the crossing within 24 Hours of you doing so.

Upon notification of a vehicle crossing by DART Authority, the associated road user fee of £2.50 will be applied to your reservation in addition to an administration fee of £10.00 per crossing. This electronic payment process avoids the potential for avoidance of the required road user charge fee payment thus avoiding any potential of higher penalty charge notices being subsequently issued.

It is free to use the Crossing between 10pm and 6am every day.

## **Care of the Motorhome whilst in your possession**

The Hirer is responsible for the care and security of the vehicle for the duration of the Rental Period and agrees to return the Vehicle to the Owner in same condition as received on the date & time specified.

### **The Hirer will be liable for additional costs and charges if due care has not been taken or the Motorhome is returned late.**

This includes:

A charge of up to **£150.00** if there is evidence that smoking has occurred in the vehicle.

A charge of up to **£100.00** for a valet if the vehicle is not returned in an acceptable state of cleanliness.

A charge of **£25 plus Fuel to Fill to full tank** if Motorhome is returned without having a full tank of fuel.

A charge of **£50** if the Toilet has not been emptied and cleaned

The full cost of making good any damage to the vehicle caused deliberately, by improper use or by an act of negligence.

The full cost of making good any uninsurable damages as contained in the Post Hire Charges Schedule, including but not limited to damage to internal damages or breakages.

## **During the Hire Period**

If you need help or advice on any issue please contact UHire Motorhomes on **01423 203905** and leave a voicemail message if necessary.

Please ensure before taking the Motorhome from us, you are fully aware of how the alarm system operates and functions. We will show you how this works on the collection day, please ask any questions if you are unsure. The system is linked to the tracker system and they will notify us if the alarm system is triggered.

Vehicle operation: Should you experience any difficulties with the operation of the motor home during the Rental Period, please contact UHire Motorhomes as indicated on your Reservation Confirmation email to enable us to offer assistance.

In the unlikely event of a breakdown, the Hirer should seek the help from the appropriate breakdown company, details of which are provided with the vehicle, quoting the registration number of the vehicle.

The Hirer is authorised to request emergency repairs up to the value of £50.00.

Repairs costing in excess of £50 must be authorised by the UHire PRIOR to the work being undertaken. In the event of fridge failure, UHire Motorhomes extent of liability is limited to £75.00

## **Extension of the Rental Period:**

UHire Motorhomes may extend the Rental Period at the request of the Hirer but is dependent on availability. The Hirer will pay such additional charges as required. In the event of extension(s) the new date and time agreed for the return of the Vehicle shall then become the revised contractual return date.

## **Mileage Limit**

There is no limit on mileage

## **Damage or Missing items**

In the event of any incident that results in damage to the Vehicle or the involvement of a Third Party, report incident details to UHire Motorhomes as soon as possible and in any event within 24 hours after the Vehicle has been damaged.

The Driver of the Vehicle completes and delivers to the Owner the relevant accident report within 48 hours after the end of the Rental Period to include the names and addresses of all witnesses;

No admission of liability is made to any person in relation to such accident;

Any writ of summons, or other document relating to any proceeding arising out of such accident is forthwith delivered to UHire Motorhomes at the address on the motor rental agreement in a timely manner;

All assistance is rendered to the UHire and its insurers.

The Hirer shall pay or reimburse UHire against all losses, liabilities, costs, actions, claims or demands which it may incur or have brought or made against them in relation to the Vehicle or its use and which are not recoverable under a policy of insurance whether the same is effected by UHire or Hirer;

We will complete an inspection report on the collection day with you as witness, you will be required to sign to agree on the condition of the motorhome as you have received it and a full inventory of items supplied.

On the return of the motorhome there will be a further inspection in your presence and each item on the inventory will be checked to make sure everything has been returned in the same cleanliness & condition it was supplied.

The Motorhome will be checked for damage and overall cleanliness.

UHire Motorhomes adopt a fair usage policy but if we find any items are missing, any part of the motorhome is damaged or we will note it on the return inspection report and the cost of repair/replacement will have to be taken out of the £750 security deposit.

## **Cancellations**

All cancellations must be in writing.

More than 6 weeks before hire due to commence: Initial Hire Payment forfeited

6 weeks – 2 weeks before hire due to commence: 100% of all monies paid forfeited

2 weeks – no collection of vehicle: 100% of all Hire Charges & Deposits Received forfeited

### **Post Hire Charges**

All hires are subject to a post hire inspection and Post Hire Charges may apply. Please refer to the ***Post Hire Charges Schedule***. Any Post Hire Charges arising will be deducted from the Refundable Security Bond or charged to the Authorised Credit Card.

## **Complaints Procedure**

Complaints should be submitted in writing to be received by UHire within 28 days of the end of the period of hire to allow an effective investigation to ensue.

All periods of hire are Subject to Final Audit.

This agreement is governed by and construed in accordance with the Laws of UK. All disputes arising out of or in connection with the agreement shall be subject to the non-exclusive jurisdiction of the UK Courts.

## **Liability in the Event of Damage**

The insurance policy **Excess is £1000.00**. In respect of each and every incident resulting in damage to the vehicle, the hirer shall pay to UHire an amount up to the appropriate excess on such insurance, towards or in settlement of the cost of making good any such damage on a full indemnity basis and the cost and expenses incurred by UHire in proceeding to recover the same from any Third Party.

In the event of the UHire Motorhomes receiving from any Third Party any part of the amount of such costs, and provided the hirer shall have performed his/her obligations hereunder, UHire shall repay to the hirer the like part of such excess.

A minimum Administration Charge of 10% of the total costs associated with the repair costs.

The prevailing daily hire rate (maximum 5 days per incident) plus other associated charges, if applicable, transfer to warranty approved repairing garage and for the time incurred by the repairing garage to carry out the required repairs arising from an incident, even if an account is forwarded to a third party.

Hirer is liable as the bailee of the vehicle in respect of any fixed penalty offence committed in respect of that Vehicle under the Road Traffic Act 1988 and Road Traffic Offenders Act 1988; any excess parking charge which may be incurred in respect of that Vehicle in pursuance of an Order under Sections 45 and 46 of the Road Traffic Regulation Act 1984 or the Road Traffic Act 1991 during the period of hire;

All parking, road-traffic or other legal violations are subject to a minimum £25.00 administration fee.

In the event of break in or theft of the vehicle, the insurance excess is £1,000.00 The Hirer will be liable for associated administrative fees, plus loss of revenue at the prevailing daily hire rate (max 5 days), transfer to warranty approved repairing garage and storage fees.

If Vehicle is stolen, it should be reported to UHire Motorhomes immediately and in any event within 24 hours. It should also be reported to the Police immediately and a crime reference number should be obtained and provided to UHire Motorhomes

**In the event of fresh water tank contamination, the insurance excess increases to £1,250.00.**

**IT IS IMPORTANT TO KEEP THE KEYS IN A SAFE PLACE WHILST YOU HAVE THE MOTORHOME IN YOUR POSSESSION AS IT IS A CONDITION OF THE INSURANCE POLICY THAT YOU KEEP THEM SAFE.**

Although the vehicle is comprehensively insured, this does not cover personal items/losses. We strongly advise you to take out personal travel insurance cover prior to your hire.

UHire Motorhomes costs; including reasonable legal fees where permitted by law, incurred collecting payment due from hirer hereunder.

**If damages are due to negligence of the hirer, the hirer will be liable for the standard insurance excess of £1000.00**, administrative fees, plus loss of revenue at the prevailing daily rate (max 5 days), diminishment of value, towing, transfer to warranty approved repairing garage, storage, impound fees, regardless of fault or negligence of the hirer or any other person, and regardless of whether damages are a result of an act of God during the hire period.

UHire Motorhomes shall have the sole right and responsibility to repair the Vehicle.

If Vehicle is not returned to the original collection point (as indicated on the motor rental agreement) without the written consent of UHire Motorhomes, hirer will be liable for full cost of repatriation of the vehicle;

If hirer breaches this agreement, hirer agrees to cease using Vehicle and to pay all expenses incurred by UHire Motorhomes in returning Vehicle to the rental collection point.

## **Insurance**

The hire price includes Fully Comprehensive insurance.

Full and accurate background information is required to be disclosed for Hirer and for each named Driver.

The information will be reviewed for insurance risk and surcharges may be applied – this is dependent on the Hire Package purchased.

The vehicle is insured for the Rental Period ONLY.

Late return of the vehicle will invalidate your insurance and will be an offence under the Road Traffic Act.

**The standard excess payable under the policy is £1000**

## **Insurance Surcharges**

Insurance surcharges are based on the circumstances and status of the Hirer and each Driver immediately prior to the commencement of the hire. The requirement for these charges is dependent on the hire package purchased.

Relevant factors which may incur an insurance surcharge include but are not limited to:

Drivers with less than 2 years driving experience

Non-UK Residents

Unfortunately, our insurance will not provide cover for hirers who do not have a valid UK driving licence or Drivers aged under 25 and over 79

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## **Definitions**

*"Authorised Credit Card"* means Credit Card details to provide payment security for the Vehicle Hire Charge, Insurance Excess, Insurance Surcharges, Optional Hire Extras, Refundable Security Bond and any other charges arising from the **Post Hire Charges Schedule**. (Please note, we do not accept American Express Cards)

*"Cardholder Authorisation Form"* means a signed and completed form providing cardholder details for the Authorised Credit Card.

*"Consequential Loss"* means in the event of cancellation or replacement of the vehicle, the owner will not be liable for any further loss or damages or consequential losses arising which is not reasonably foreseeable in excess of the Vehicle Hire Charge.

*"Driver"* means the named Driver(s) insured to drive the Vehicle. In the case of business rental this Agreement is entered into by the Driver for and on behalf of the Hirer.

*"Hirer"* means the person whose details are listed on the Booking Confirmation Details and any person whose credit card is presented in payment of the hirer's charges.

*"Insurance Excess"* means a £1000.00 excess is payable per incident by the hirer if the estimated cost of repair for each incident exceeds this amount. In the event of an incident, we reserve the right to charge the Insurance Excess, Insurance Administration Fee & Associated Costs to the Authorised Credit Card.

*"Liabilities"* means the hirer is responsible for all costs and expenses incurred as a result of offences against the Road Traffic Act and all costs arising from the post hire inspection. Please refer to the **Post Hire Charges Schedule**.

*"Owner"* means UHire Motorhomes whose details are listed above.

*"Parking"* means the hirer may park one vehicle at the collection location for the period of the hire.

*"Refundable Security Bond"* means a refundable deposit which is required to be paid prior to hire commencement and is refundable if the Motorhome is returned without damage or missing items.

*"Rental Period"* means the period of hire as stated on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the hirer's/driver's possession or control.

*"Vehicle"* means the vehicle as stated on the Rental Agreement and any replacement or substitute vehicle which may be provided at the discretion of the Owner.

*"Vehicle Insurance"* means Fully Comprehensive insurance is included within the Vehicle Hire Charge and is subject to an Insurance Excess.

Please refer to our **Post Hire Charges Schedule** which may apply on the return and inspection of the motorhome.

## **Post Hire (after hire is concluded) Outstanding Payments**

We require payment to terms

**We reserve the right to take any monies outstanding for damages/missing items etc. out of the Hirers £500 security deposit without consent of the hirer.**

Payment must be made on time, in full, and without any deduction, set off or counterclaim. In the event that an account is outstanding, we will refer the matter to our debt collection agents, which will incur costs of 15% + vat. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate.

You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue.