

1 BOOKING

- At the time of booking, a deposit of £250 is required (by paying the deposit you are agreeing to all terms and conditions) and you are entering into a binding contract with *We R Motorhome* (The company) This amount will be deducted from the total hire charge. In the event of cancellation this deposit is non-refundable.
- A booking confirmation and invoice will be sent to the hirer reflecting balances paid and balances due.
- The insurance security deposit must be paid by the hire date.
- The Company reserves the right to rent the motorhome described on the website, via phone or viewed in person, or any substitute motorhome subject to all of the terms and conditions of this agreement.
- All funds must be cleared before the time of hire, otherwise could result in loss of deposit and cancellation of hire.
- Please note all deposits and balances are to be paid by bank transfer.

2 INSURANCE

- Included in the price of hire is full comprehensive insurance, covering the motorhome and its fittings only. Optional or additional equipment include generators, child seats, bike rack and any other optional equipment is excluded.
- The insurance is only valid for the period of hire. The period of hire is from the collection date and time to the specified return date and time. Any late return or driving by non-named drivers would invalidate the insurance and constitute a traffic offence under the Road Traffic Legislation for which the driver may be liable to prosecution. The hirer and any driver will also be personally liable for any damage to the motorhome, any personal injuries, third party property damage, third party injuries and other related liabilities after the insurance expiry date and time.
- It is the driver's responsibility to provide full information on any driving convictions or health restrictions. Please note there may be insurance surcharges dependent on any of the above being applicable. Please also note that the insurance policy will be invalidated if the hirer or any driver misrepresents or withholds driving conviction or health restriction information. Should an insurance policy become invalidated for any reason, *We R Motorhome* (also referred to as "the Company" in this agreement) will hold the hirer responsible for all fines, losses, damages and other costs.
- An insurance security deposit of £750 must be paid by the motorhome collection date. This deposit is held against any and all damage to the motorhome.
- The Hirer shall be responsible for any and all of the Company's uninsured losses, which may arise as a result of the hire.
- The insurance security deposit will be returned to the hirer within a week after the end of the hire period providing that hirer(s) return the motorhome under the following conditions:
 - Clean,
 - Undamaged,
 - With all tyres, tools, accessories, fixtures and optional equipment in the same condition as when received,
 - Returned to the place and on the date and time specified, or sooner if demanded by The Company and
 - Returned having used motorhome in a reasonable manner. (See Motorhome Use.)

3 CANCELLATIONS

- All cancellations must be submitted in writing. It is strongly advised that hirers take out their own insurance against any unavoidable cancellation.
- The following fees apply in the event of cancellation prior to the hire date.
 - More than six weeks before start of hire - loss of deposit
 - Four – six weeks before start of hire - 20% of total hire charge

- Two – four weeks before start of hire - 50% of total hire charge
- Two weeks or less – 100% of total hire charge

4 DRIVER

- Must have held a full licence for a minimum of 3 years and produce same at time of booking.
- Have no more than 6 points on their licence.
- Must be between the ages of 25 and 70.
- All drivers must be present at time of collection and produce a photo driving licence. In the case of a UK paper licence, both the card and the counterpart paper licence must be produced along with 2 utility bills dated within the past 3 months (**licence and bill addresses must match**).
- Visitors from abroad must produce a valid unendorsed domestic driving licence or international driving licence as well as a passport.
- In addition to the driver's licence requirements, two other form of identity, such as a utility bill or a bank building society statement dated within the last three months, is required.
- Licence offences must meet the driver eligibility requirements of the insurance company.
- Only named drivers that have met the insurance company eligibility requirements are permitted to drive the motorhome.
- The hirer/named driver shall be liable for all costs and expenses incurred for speeding, parking fines, congestion and toll charges. This includes any other offences committed against the Road Traffic Act or traffic regulations and indemnifies the Company from any liability.

5 FUEL, GAS AND DAILY MOTORHOME MAINTENANCE

- Fuel is at hirers expense. The motorhome will be provided with a full tank of fuel when it is collected. The motorhome must be returned with a full tank of fuel. If the motorhome is not returned with a full tank of fuel, a charge for the amount in pounds (£) sterling will be required to bring the tank to full will be made to the hirer, with a surcharge of £25 above the cost of refueling.
- A full gas cylinder will be supplied with the motorhome. If gas needs replenished during hire period, the hirer is responsible for the cost of buying any further bottles.
- The responsibility of checking oil/water levels on a daily basis in the engine and other necessary motorhome components, such as checking tyre pressure, are the responsibility of the hirer while on hire.
- Full cost in repairing damage to the engine will be charged to the hirer should the incorrect fuel be used to fill the fuel tank.

6 BREAKDOWNS AND ACCIDENTS

- Seatbelts must be worn by all passengers. This is the hirer's responsibility.
- The Company will not be responsible for any third party damages or claims in connection with or as a consequence to any accident or breakdown.
- Should a breakdown or accident occur, The Company will not be held responsible for any hotel, replacement vehicle or consequential expenses connected to breakdowns or accidents.
- Great effort is made to ensure the hire motorhome is in a roadworthy and safe condition before hire commencement. The Company shall not be liable for any consequences arising from any defects or mechanical failure of the motorhome although all reasonable precautions have been taken to prevent such happenings.

6a BREAKDOWNS – Specifics

- 24hr breakdown coverage under the RAC is provided. The RAC phone number is located on the motorhome windscreen.
- The hirer may authorize repairs and replacements up to £50 and will be reimbursed on supply of a valid receipt.
- The hirer must obtain permission from The Company for repair and replacement costs above £50.

7 ACCIDENT – Specifics

Should the motorhome be involved in an accident, however small, the full details must be filled out on an Accident Report form

- A diagram should be drawn. There is space on the back of the Accident Report for a diagram to be drawn.
- Hirer participates as an insured under a comprehensive motorhome insurance policy. Hirer agrees further to protect the interest of *the company* and the insurance company in the event of accident during the hire term by:
 1. Notifying the police immediately if there is property damage, if people are injured and in order to determine fault for insurance purposes.
 2. Not admitting guilt or liability.
 3. Obtain names and address of parties involved and witnesses.
 4. Not abandoning the motorhome without adequate provisions for safely guarding and securing same.
 5. Notifying *the company* immediately, of any loss or damage occurring to motorhome, and of any fault. Please indicate if the motorhome is not roadworthy or is liable to cause danger to any person or property.
- The motorhome should not be used until damage has been repaired, corrected and fault determined.

8 PETS

Unfortunately, we do not accept pets in any of our vehicles unless specified on the website. We offer our motorhomes allergen free. Any animal hair or other traces of any animal be found in the vehicle will lead to loss of deposit. Any vehicle specified as pet friendly is subject to a £10 per night surcharge to allow for extra cleaning, which must be stated clearly at the time of booking otherwise could relate to loss of deposit.

9 SMOKING

Smoking is strictly prohibited inside the Motorhome, even with the windows open. Any infringement of this rule will incur a deep cleaning minimum charge fee of £300.

10 MOTORHOME USE

The Motorhome shall not be used:

1. For hires for reward.
2. Unknowingly for any illegal purpose.
3. To propel or tow any other motorhome or trailer.
4. For racing, pace making, reliability trials, speed testing or driver tuition.
5. To carry a greater number of passengers and/or more baggage than recommended by the motorhome manufacturer.
6. By any person who has given a fictitious or false name.
7. By any person other than the hirer who signed the rental agreement or who have been named as a driver and approved by *the company*, or by a motor motorhome repairer in the event of an accident or breakdown.

8. By any person who is under the influence of alcohol or drugs.
9. For travel to rock festivals or unauthorized sports events.
10. On any unsealed roads or unauthorized roads, in forbidden or restricted areas or on beaches or in salt water.
11. Outside Ireland, Scotland, England or Wales unless you have declared this and paid any relevant insurance charge.

Motorhome Keys and Control

1. The hirer is required to keep the motorhome under their control throughout the hire period.
2. The motorhome must be locked at all times when unattended.
3. The keys for the motorhome must be kept safe at all times. All costs to replace keys will be the responsibility of the hirer. Duplication of motorhome keys is expressly prohibited.

11 COLLECTION AND RETURN

1. The collection of the motorhome must be made between 2pm and 4pm. The motorhome must be returned between 8am and 11am on agreed hire return date. Motorhomes will not be available for collection or return at any other time. Failure to comply with the return time will result in the hirer being surcharged at the rate of £50 per hour, or any part thereof, for the first 3 hours and the balance of the deposit thereafter, together with any additional costs incurred by The Company.
2. There is no refund for early return.
3. The hirer acknowledges delivery of the motorhome and the contents and fittings free from any defect or damage and complete other than as specified by the Company. The hirer is advised to check the motorhome thoroughly before leaving the Company's premises. Upon return the condition of the motorhome will be checked for damage, cleanliness, fuel levels, tyres, any hired options, conditions that affect the security insurance deposit and other general conditions.
4. The security deposit will be returned to you within a week after the end of the hire period provided the motorhome is returned to us in a satisfactory condition and at the location and date and time agreed. Satisfactory condition includes clean, undamaged, with all tools fittings, accessories and equipment in the same condition as when collected and having being operated in a reasonable manner (see 'Motorhome Use').

Cleaning charges may be deducted from the security deposit.

PLEASE NOTE:

- The motorhome must be returned with a full tank of fuel – charges apply otherwise – see 5 above.
- The hirer is liable for all overhead damage to the vehicle resulting from any accident. The maximum height and length of the motorhome is clearly stated.
- All incidents related to tyres including punctures are the hirer's responsibility.
- Responsibility for damage to the load in the van while the van is out on hire lies with the hirer/driver.
- Personal possessions are not covered. The Company shall not be liable for loss or damage to any property left, stored or transported by hirer or any other person in motorhome either before or after the return to *the company*. Hirer hereby agrees to hold The Company harmless from and indemnify We R Motorhome against all claims based upon or arising out of such loss of damage. Hirers are strongly advised to take out holiday insurance.

In the event that charges, including damage repair and replacement, exceed the level of security deposit paid, you will be charged any additional sum to cover this excess and that sum will be due immediately at the end of the hire.

12 WEATHER CONDITIONS

We R Motorhome cannot be held responsible in the event of any damage or inconvenience caused by inclement weather.

13 CUSTOMER VEHICLE(S) STORED AT OWN RISK

Parking is provided free to the hirer for the duration of the hire period at the vehicle owner's risk.

14 AVAILABILITY

All effort is made to ensure that the reserved motorhome, or a suitable replacement, is available. However, if circumstances beyond our control prevent The Company from honoring a reservation, We R Motorhome will in no way be held responsible and all payments which have been made to The Company will be refunded.

16 CHANGES IN TERMS AND CONDITIONS

We reserve the right to alter the rates and terms and conditions at any time. We also reserve the right to refuse or cancel hire to any person without warning or explanation. Additions to or alterations of the terms of this agreement shall be null and void unless agreed upon in writing by all concerned parties.

17 ENDING THE AGREEMENT

We will end this agreement immediately and repossess the vehicle 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 and repossess the vehicle if you do not meet any of the conditions of this agreement or have obtained the vehicle through fraud or misrepresentation, or the vehicle appears to be abandoned. If you are a company, we will also end this agreement immediately and repossess the vehicle if you go into liquidation or you call a meeting of creditors.

If we end this agreement it will not affect our right to receive any money, we are owed under the conditions of this agreement.

18 GOVERNING LAW

This Agreement is covered by the law of Northern Ireland. Any dispute may be settled in the courts of NI.

In signing this agreement, you admit to reading and understanding the terms and conditions of We R Motorhome.

Date _____

Print name _____

Signature of hirer _____