

TERMS AND CONDITIONS

THIS AGREEMENT IS BETWEEN: THE OPERATOR (The motorhome owner) and THE HIRER (You)

1. YOUR CONTRACT WITH THE OPERATOR

By taking the hire vehicle you are accepting these terms and conditions. Please read this agreement carefully. If there is anything you do not understand or do not agree with, please ask hirebuddies or your operator.

2. BOOKING CONFIRMATION AND PAYMENT

An initial payment of £250 is required to confirm the booking, which is non-refundable and enters you into a binding contract for the hire. 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. Where you choose to pay by credit card we will make a charge of 2.5% in respect of each payment by credit card. There is no charge for debit cards. Any documentation you are requested to provide by hirebuddies must be received six weeks prior to the start date of your hire or within two days of booking if less than six weeks from the start date of your hire. Failure to provide full payment and documents as above will result in the booking being cancelled and the loss of your £250 initial payment.

3. CANCELLATIONS

All cancellations must be notified in writing to hirebuddies, but please call hirebuddies immediately to inform them as this will improve the chances of rehiring the motorhome. 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 payment of £250.

If notification of your cancellation is received less than six weeks before the start date of your hire all monies paid and due are not refundable and you are still liable for any sums not yet paid. However, hirebuddies will do all it can to rehire 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 payment of £250, subject to the amount hirebuddies is able to rehire the motorhome for.

4. COLLECTION AND DELIVERY TIMES

Unless otherwise agreed with the operator, the motorhome will be available on the day of collection from the agreed location at 4.00 pm and must be delivered back to the agreed location by 10.00 am on the last day of hire.

Late returns can have a significant impact on the next hire. If you fail to return the your motorhome on time you may be liable to an extra charge at the discretion of the operator, but typically £50 plus any additional costs incurred by the operator or hirebuddies as a result. There are no refunds for motorhomes returned early.

5. AVAILABILITY

Occasionally motorhomes are not available as agreed, which is almost always due to events beyond the motorhome operator's control (see below). If your booking has to be cancelled (which the motorhome operator has the right to do) hirebuddies, on behalf of the motorhome operator, will offer you the choice of an alternative motorhome or, if no suitable replacement is available, provide a full refund of all monies you have paid for your booking.

6. EVENTS BEYOND THE OPERATOR'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.

Neither hirebuddies nor the motorhome operator can 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 the motorhome operator's 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 as a result, hirebuddies, on behalf of the motorhome operator, will of course offer you the choice of an alternative motorhome (if available) or refund as described above.

7. SUITABLE PERSONS

The motorhome operator and hirebuddies have the right to refuse to hand over a motorhome to any person who, in the reasonable opinion of the motorhome operator or hirebuddies, as applicable, is not suitable to take charge. In such cases, all hire charges paid will be refunded in full but neither the motorhome operator nor hirebuddies have any further liability.

8. PETS

The acceptance of pets in the motorhome will be by agreement with the motorhome operator. Some operators welcome pets and some do not, so please check before booking.

9. SMOKING

The acceptance of smoking in the motorhome will be by agreement with the motorhome operator. Some operators accept smoking and some do not, so please check before booking.

10. BED LINEN AND TOWELS

Bed linen, pillows and towels are not provided with the motorhome as standard. If you specifically require these items or are travelling from abroad please enquire about availability.

11. RENTAL PERIOD

You will have the vehicle for the rental period shown in the agreement. If you do not bring the vehicle back on time you are breaking the conditions of this agreement. You can be charged for every day or part day you have the vehicle after you should have returned it. Until the vehicle is returned you will be charged the daily rate of your hire plus 50%.

12. 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. You must always protect the vehicle against bad weather which can cause damage. You must make sure that you use the correct fuel. You are responsible for any damage to the vehicle caused by hitting low level objects, such as bridges or low branches.
- b. 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.

- c. You must not let anyone work on the vehicle without the Operator's permission. If the operator does give you permission, you will only receive a refund if you have a receipt for the work.
- d. You must let the operator know as soon as you become aware of a fault in the vehicle.
- e. 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.
- f. You will have to pay for repairs if:
 - The vehicle needs more than our standard valeting (cleaning);
 - You have damaged the vehicle, inside or out
- g. Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle.
- h. You are responsible for any loss or damage to the motorhome including that caused by neglect, misuse, accident or not your fault.

13. CONDITIONS FOR USING THE VEHICLE

The vehicle must only be driven by you and any other driver named on the hire insurance policy, or by anyone else we authorise in writing. Anyone driving the vehicle must have a full valid driving licence.

You or any other authorised driver must not:

- Use the vehicle for hire or reward;
- Use the vehicle for any illegal purpose;
- Use the vehicle for racing, pacemaking, testing the vehicle's reliability and speed or teaching someone to drive;
- Use the vehicle while under the influence of alcohol or drugs;
- Drive the vehicle outside England, Scotland and Wales, unless we have given you written permission;
- Overload the vehicle;
- If the vehicle is a commercial vehicle, use it for a purpose for which you need an operator's licence if you do not have one.

14. CHARGES

Charges are based on hirebuddies price list at the time of booking. You 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 you not keeping to condition 12.
- d. You must empty the toilet cassette at the end of the hire period. There is a £50 charge for un-emptied cassettes.
- e. A refuelling service charge if you have used, and not replaced, more fuel than was supplied originally. The charge is based on the cost of the fuel plus £20.
- f. Gas is included, but should you need to replace an empty bottle during the course of your hire, this is your responsibility.
- 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 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 hirebuddies or the Operator 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, if and when hirebuddies 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. A deposit (of £1,100 if the value of your hire motorhome is up to £35,000 and £1,600 if the value of your hire motorhome is over £35,000) is payable against any loss, damage to the motorhome (externally or internally) costs or insurance claims as described in these terms and conditions. You agree that the deposit is payable in full as a condition of hire but you will not have to actually lodge payment with hirebuddies prior to commencement of the hire. The deposit will only be taken on return of the hire vehicle in the event of any loss, damage to the motorhome (externally or internally) costs or insurance claims as described in these terms and conditions. In such an event, the deposit is payable to hirebuddies who will place it in its client account until the claim or dispute between you and the operator is settled. The agreed amount for the settlement will be paid to the operator. The balance of the deposit (if any) will be refunded to you. You accept that hirebuddies 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.

15. THE HIRE INSURANCE

The motorhome is insured for the period of the hire and a copy of the insurance policy is available from hirebuddies head office on request. By signing the attached form you are accepting the conditions of the hire insurance policy.

16. WHAT TO DO IF YOU BREAK DOWN

No responsibility can be accepted by hirebuddies or the Operator 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
- Inform your operator immediately

17. WHAT TO DO IF YOU HAVE AN ACCIDENT

No responsibility can be accepted by hirebuddies or the Operator for any loss or damage or expense which occurs as a result of any accident.

If you have an accident you must not admit responsibility. You should get the names and addresses of everyone involved, including witnesses. You should also:

- Make the vehicle secure
- Tell the police straight away if anyone is injured or there is a disagreement over who is responsible; and
- Contact your operator immediately.

You must produce an accident report sending one copy to your Operator and one copy to hirebuddies head office.

18. 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 and paid for by you at the time. You should contact the operator 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.

19. 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 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.

20. 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.

21. 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.