



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 and Wales. **Holiday on Wheels** offers Motorhomes / Campervans 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. **Holiday on Wheels is acting solely as a booking agent and the contract for hire is between the Operator/Owner of the vehicle and the Hirer. Holiday on Wheels provides a booking service, Selfdrive hire insurance through a third party and administrative support acting as an agent.**

2. Deposits / Payments & Booking Confirmation

A deposit of 20% of the total Hire price is payable to confirm any booking. This can be either by phone during office hours or by our on-line booking service. The on-line booking service is live, so to avoid disappointment, it is advised that the secure on-line booking is the best method. Once bookings have been completed, you will receive confirmation from **Holiday on Wheels** by email or by post.

This will confirm the stated hire period (please advise if there are 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-rata 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 date is 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 £50 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 £750 before hire period commences. This is normally taken by debit/credit card 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 licenses at time of booking will be required by **Holiday on Wheels** and a copy will be kept on file for a period of no more than 12 months. Holiday on Wheels respects 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). **Holiday on Wheels** 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.

3. Collection

It is normal practise that hirers collect their holiday vehicle direct from the operators/owners place of residence or storage. The agreed allotted time and place is between 2.30pm and 5.00pm. To make the most of your holiday, there needs to be a detailed handover, which includes the hot water system, central heating, electrics, toilet facility's etc. Bearing in mind that when you finish your hire, there will probably be someone else due to collect on the same day, so it is important that vehicles are returned before 11.00am to give the operator/owner ample time to have ready for the next hirer. Any late returns at the discretion of the operator can be liable for extra costs. **Holiday on Wheels** 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.

4. Named Drivers / Passengers

Only the named driver(s) in the booking proposal may drive the hired vehicle. Both the operator/owner and **Holiday on Wheels** reserve the right to refuse the handover to any person who they deem unsuitable to drive. In this unlikely event all hire charges will be refunded in full. Neither the operator nor **Holiday on Wheels** has any further liability.

Any additional drivers that do not appear on the booking must gain permission in writing from **Holiday on Wheels** before the hire commences.

Both the operator/owner and **Holiday on Wheels** only authorise the use of any Motorhome/Camper van 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

Some of our operators 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 vehicle in the U.K. 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 operators control that it is not, **Holiday on Wheels** will endeavour to find a suitable replacement. In this unlikely event if the replacement vehicle is more expensive **Holiday on Wheels** will pay the additional charges. In the event a smaller vehicle is offered and accepted, then Holiday on Wheels will refund the difference to the hirer.

8. Forced Cancellation by Holiday on Wheels

In the unlikely situation where an unforeseeable situation occurs which is unavoidable by the operator and / or **Holiday on Wheels**, 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 Holiday on Wheels will be held liable** for any additional costs or compensation. **Holiday on Wheels** 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 **Holiday on Wheels**. 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. **Holiday on Wheels** do our best to be as fair as we can.

Holiday on wheels 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 **Holiday on Wheels** 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/owner 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/owners responsibility, then keep all receipts to obtain a refund from them, but you must still obtain the operators/owner's permission before any work is carried out. At all times you must inform the operator/owner 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. However, if you are travelling from abroad and would like us to arrange for these items to be available, please inform us at booking. A small fee to allow for cleaning will be charged for the use of these items. If items are lost or damaged, then the operator/owner will charge for replacements.
- b) Failure to empty the cassette toilet will result in a £30 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. Neither the operator/owner nor **Holiday on Wheels** 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 £15 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 £50 charge per week for the issue of Green cards for travelling abroad, please advise at booking.
- g) A £750 damage waiver deposit is payable by the hirer to **Holiday on Wheels** 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. **Holiday on Wheels** 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. **Holiday on Wheels** 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, **Holiday on Wheels** or the **operator** will inform the relevant authority of the named hirers for that period. **Holiday on Wheels** nor the operator accept any liability for fines or endorsement or any court costs for such offences.
- i) **Holiday on Wheels** reserve the right to charge for any admin costs if we need to get involved in any claims from the **operator** to the hirer. These will be set at £35 per occurrence

By signing these terms and conditions you accept that **Holiday on Wheels** 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 and 70 and must have held a full driving license for a minimum of 24 months. For any speeding endorsements of more than 6 points **Holiday on Wheels** 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 within the same parameters.

Any damage caused to tyres/windcreens that need replacement or repair, are excluded from our insurance and would need to be paid for by the hirer in all instances.

The hirer will indemnify the operator/owner and **Holiday on Wheels** 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 **Holiday on Wheels**.

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. Neither **Holiday on Wheels** nor the **operator** will 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 the **operator** immediately after you have informed the breakdown service. All repairs require the operators' permission however, in the event that the operator is not available, **Holiday on Wheels** are authorised to make decisions on their behalf.

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 the **operator** and **Holiday on Wheels** immediately and produce a report for both the **Holiday on Wheels** and the **operator**. 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:.....

Holiday on Wheels 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.

Holiday on Wheels LTD. Registered address 2 Mill Road Haverhill Suffolk CB9 8BD.
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