TERMS AND CONDITIONS OF BOOKING / HIRING A VEHICLE / HIRER & DRIVER CRITERIA

When using our services, you the hirer, card holder, renter, driver, user acknowledges and accepts the below terms and conditions and those that are on the front and reverse side of the rental agreement and on the check in and check out agreement (copy available upon request) as if they were set out in full. Should you disagree, are unable to comply with our terms and conditions, please do not proceed with our services or use of our website. It is your responsibility to ensure you read and understand our terms and conditions before entering a verbal booking contract and before signing the rental agreement etc.

'We', 'us', 'our', 'Lessors', 'Lessors' 'Hire Company', 'West's or Wests' means - Wests SM Motors t/a Wests Motorhome Hire UK, Wests Industrial Park, Todd Close, Rainham, Essex, England, UK, RM13 9XX. 'You', 'Your' 'I' 'them' 'Me' means - the hirer and the driver(s) named at the time of booking and on the rental/hire agreement.

HIRER

The person(s) named on the hire/rental agreement.

DRIVER

The hirer and or other person(s) named on the hire/rental agreement or any other persons specifically approved by the 'lessor' to drive the vehicle during the duration of the agreement.

VEHICLE

The original vehicle described on your hire/rental agreement or any replacement vehicle.

ACCESSORIES

The spare wheel, tools and any other items with which the vehicle is supplied and any replacement thereof.

TYRES

It is the hirers or any approved drivers responsibility for punctures and any damage to the steel/alloy rim, hub caps or tyres.

RENTAL PERIOD

The rental period from the date and time stated on your hire/rental agreement until the re-delivery of the vehicle into the physical custody of the 'lessor'.

RENTAL CHARGES

The hire charge of the rental period calculated in accordance with the 'lessors' tariff.

REFUELING

A surcharge which is added to the cost of the amount of 'top-up' fuel needed when the vehicle is returned to the 'lessor'. Calculated in accordance with the 'lessor's' tariff.

EXCESS AMOUNT

The sum specified as the excess amount. This is payable on each and every individual damage, loss, accident and insurance claim.

PERSONAL ACCIDENT, PERSONAL EFFECT, GOODS IN TRANSIT & INJURY INSURANCES

These are not covered by the 'lessor' or the vehicle's insurance. The hirer and any approved drivers and passengers must take out their own cover. Failure to do so is at your (their/hirer/driver's) own risk. The 'lessor' will not be held liable for this or any charges/losses etc. rising from this.

THE INSURANCE POLICY

The 'lessors' policy of insurance is available for inspection on request.

IDENTIFICATION REQUIRED

If you live in the UK with a UK or EU Driving Licence

All drivers must be present at the time of collection with the following identification.

- Full UK or EU driving licence UK licences must have a valid "licence share code" from www.gov.uk/view-driving-licence
- EU driving licences must be accompanied with their valid passport
- Valid debit or credit card
- Two of the following proof of address:
 - Utility bill landline telephone, gas, electric, water
 - Bank statement
 - Credit card statement
 - Council tax invoice for the current year

Both of the above proofs of address must be dated within 3 months of the date of collection, showing the driver's name and current home address

Main drivers debit or credit card to pay the remaining security deposit (insurance excess)

Identification required from non-UK residents

All drivers must be present at the time of collection with the following identification.

- Full valid driving licence
- International driving licence/permit (check with us if this is required)
- Valid passport
- Valid credit card
- Return flight/boat ticket or schedule
- Main drivers credit card to pay the security deposit (insurance excess)

RENTAL QUOTATIONS

Our rental quotations are only valid for 7 days.

UK Rental = Mainland UK only.

Ireland and European cover is available but at an additional charge. You must clearly state the names of which countries you wish to travel to (in writing) or the country/countries will not be quoted for and you will not have consent to take the vehicle out of mainland UK. Ireland and European cover if ordered will be stated on your booking confirmation. Please read your confirmation carefully to ensure you have ordered all the necessary extras you require. If any items and/or Ireland/European cover is not listed on your quotation/confirmation you will need to email us for a new quotation/add these onto your booking, where additional charges will apply.

UK DRIVERS AGE AND CRITERIA

You the driver(s) must be between the ages of 25 - 75 years, a regular driver with 2 years driving experience, in good health and no accidents or insurance claims within the past 3 years. (If you have had any accidents or insurance claims within the past 3 years, please notify us upon your enquiry or booking so that an insurance clearance can be carried out, to ensure we can hire to you.)

DRIVERS WITH NON UK OR EU DRIVING LICENCE

You the driver(s) must be between the ages of 25 - 70 years, a regular driver with 3 years driving experience, in good health and no accidents or insurance claims within the past 3 years. (If you have had any accidents or claims within the past 3 years, please notify us upon your enquiry or booking so that an insurance clearance can be carried out, to ensure we can hire to you.)

Driver(s) between the ages of 70-75 years will require an insurance clearance and are subject to a higher security deposit.

You must produce your own countries driving licence with an International Driving Permit (please check with us if an international driving permit is required) and your valid passport.

Foreign residents in the U.K. not driving on an EU/UK driving licence may drive on their licence for up to one year from commencement of residency. A passport is required for proof of entry date.

ACCIDENTS AND INSURANCE CLAIMS - fault and non-fault

Please advise us at the time your enquiry or booking, if any of the drivers have had any accidents or/and insurance claims, fault or non fault within the past 3 years. Please supply the following information so that we can carry out an insurance clearance, to check we can hire to you. Failure to notify us at the time of booking may result in us being unable to insure the driver, and if you cannot supply a suitable driver that fits our criteria on the day of collection, you will lose the non refundable booking deposit and/or the full rental charge (subject to our cancellation terms and conditions).

- Accident or claim date
- Circumstances of the accident/claim
- Total value of accident/claim for you and the third party
- Who was at fault
- Value of personal injury claimed

PENALTY POINTS / ENDORSEMENT/ CONVICTIONS

If there are any points/endorsements/convictions on the driver's driving licence please call us prior to making any booking on $+44(0)1708\ 556237$.

If you are booking via our online system you must put a note in the 'additional information box' stating the following information:

- offence code (two letter with two numbers)
- date of offence
- date of conviction
- fine
- ban period
- points etc

We will note we are aware of your points/endorsements when we confirm your booking via email. Please check your booking confirmation very carefully for this information and if you are unable to see acceptance, additional terms, deposit and charges because of your points/endorsements please call us immediately on 01708 556237. (Please Note: Most points i.e. SP30, CU80, TS10, TT99 = more than 12+ points is on your licence for a minimum of 4 years, more serious are DR = drink driving or drug driving are on your driving licence for at least 11 years.)

Some points can stay on a driving licence for difference periods, please check first by calling us.

All points/endorsements/convictions **MUST** be notified to us the 'lessor' at the time of booking so that we the 'lessor' can carry out the necessary insurance authorisation etc.

Failure to disclose this important information will result in you losing your full non refundable booking deposit or/and rental charge, and your booking will be void as you/the hirer/the driver/the card holder are unable to provide a driver that complies with our driver criteria at the time of collection. (Please read our cancellation terms). We cannot be held liable or responsible for you/the driver/hirer/card holder not informing us the 'lessor' of this information.

You, the driver/hirer/card holder take full liability to ensure the driver(s) driving our vehicle(s) fits our driver criteria and requirements at the time of making any bookings with us the 'lessor'.

ADDITIONAL DRIVERS

Additional drivers can be insured for a daily charge. A full driving licence and identification are required for each and every driver upon collection. Please refer to our 'Paperwork Required' page.

No driver is allowed to drive the vehicle unless they have been added to the vehicles insurance and have written consent from us the 'lessor' to drive the vehicle.

BOOKING DEPOSIT

A non refundable booking deposit of £500.00 GBP will be deducted from your nominated card supplied at the time of booking, this amount will be processed from your account immediately.

Sometimes in the event of the rental charge being lower than the £500.00 booking deposit, the total rental charge amount will be taken as the non refundable booking deposit. This rental payment will count as the non refundable booking deposit. If you are paying by a credit card, a 2% credit card handling fee will also be charged. We also accept payment via Bank Transfer, please contact us for our bank details.

All payments must be made from the main driver's debit or credit card or from their bank account for security reasons.

Please make sure there is enough credit available on your card. If there is not enough credit available on your card or if the card security details do not match and the deposit/payment cannot be taken, your booking will become void and cancelled immediately by us with no further liability.

The non refundable booking deposit is debited off the total rental balance.

The remaining rental balance must be paid in full 6 weeks prior to your collection date (8 weeks if attended a special event i.e. Euro Football etc). Any late payments will result in your booking being cancelled with no refund

Upon collection of the vehicle a security deposit (insurance damage excess) is due by the main driver's credit or debit card.

SECURITY DEPOSIT (INSURANCE EXCESS)

Standard Security Deposit (Insurance Excess) amount in low, mid and high season - £1000.00 Standard Security Deposit (Insurance Excess) amount in winter season - £1250.00 Standard Festival Security Deposit (Insurance Excess)(excluding football events) - £1250.00 Standard Football Event Security Deposit (Insurance Excess) - £2000.00

There is a security deposit (insurance excess) required upon collection of the motorhome. This must be paid on the main drivers debit or credit card for security reasons.

The security deposit amount is processed from your card and this payment will show on your credit or debit card statement.

Wests Motorhome Hire UK reserves the right to increase the overall security deposit (insurance excess) for specific events, dates etc (i.e. sports fixtures, music festivals, rental periods that are over 15 days etc.) from £1000.00 to a minimum of £1250.00 (in Low, Mid and High Season) and in Winter Season from £1250.00 to a minimum £1500.00 (as stated on your rental agreement) and/or may be higher if a driver or drivers have any motoring points/endorsements/disqualifications, fault and non fault accidents/insurance claims etc.

Please contact us for further information and driver clearance. The security deposit amount is confirmed at the time of booking.

Please note: your security deposit amount is also classed as the vehicle insurance excess which is payable on each and every individual damage, accident, insurance claim, loss etc.

TO MAKE A BOOKING

To place a booking please contact Wests Motorhome Hire UK on From the UK call:

• 01708 556237.

From outside the UK Call:

• 00441708 556237 or our out of hours number on 0044 7751 691638

Reguest to book a vehicle online through our website.

Or a motorhome reservation form can be printed off on our website and faxed to 01708 521293 or from outside the UK on 00441708 521293 or emailed to us on info@motorhomehireuk.net or post to Wests Motorhome Hire UK, Todd Close, Rainham, Essex, England, UK, RM13 9XX.

Online Bookings: When we receive your online booking request, we will check availability, and if we the vehicle and dates requested are available, we will then process the non refundable booking deposit from your nominated card you have listed on your booking request immediately (The nominated card must belong to the Main Driver). You will receive an email confirming your booking and a booking confirmation number will be given. In the event the vehicle or dates or both are not available we will contact the you via email or telephone (provided online) to discuss alternative vehicle/dates etc. (Subject availability and opening hours)

REFUND OF SECURITY DEPOSIT (Insurance Excess)

This is a refundable security deposit as long as the vehicle is returned back to our Rainham, Essex depot on the correct date and time stated on your rental agreement.

Vehicles must be returned undamaged inside and outside, with the correct amount of fuel, with the grey waste water tank and toilet cassette emptied and with the vehicle interior, cab area, lockers and hatches in a clean and hygienic condition and in the same condition as received upon collection, otherwise cleaning and valeting charges will apply. Please see our 'Cleaning and Valeting Charges' section.

All your personal belongings must be removed and the vehicle thoroughly cleaned to the 'lessors' satisfaction (as received upon collection) before you hand in the vehicles keys in at the 'lessors' reception desk.

The vehicles are not completely checked in by a member of Wests staff immediately upon return. You will be asked to sign to say you have returned the vehicle and that upon checked in any damage found, missing, broken items/accessories will be charged accordingly to these terms and conditions and those terms and conditions of your rental agreement and those on the check in and out agreement and as stated on our website www.motorhomehireuk.net.

Please allow time for unpacking and cleaning of the vehicle in your schedule, so the vehicle is returned and keys handed in on time.

The vehicle will be checked in for any damage inside and outside, and for any missing, broken items/accessories and cleanliness within 3 days after you have returned the vehicle to the Rainham, Essex depot etc.

To ensure there are no discrepancies on damage, broken and missing items/accessories and cleanliness etc, on collection of the vehicle it will be 'checked out' with a member of the West's staff and the main driver only. It is the driver's responsibility to ensure all damage to the vehicle, missing, broken items and cleanliness etc are noted on both copies of the rental agreement/check out and in agreement sheet (hirers and 'lessors' copies) at the time of 'check out'. The 'lessor' will not accept any discrepancies for any damage, missing, broken items found once you have left the depot.

On 'check in' any damage to the motorhome inside and outside, missing, broken items/accessories etc that where not noted on the both copies of the rental agreement/check out and in agreement/sheet will be charged to the hirer/driver.

On motorhome rentals that are returned back as stated above, in the correct order and to the 'lessors' satisfaction will have their security deposit (insurance excess) refunded back on to the card it was processed on, 72 hours (3 working days) after the motorhome has been returned to the lessor (Subject to opening hours where the refund will be processed the next working day). The day you return the vehicle is not counted. Motorhomes that have damage, missing and/or broken items/accessories and/or require cleaning will be delayed on any refunds until the vehicle is back into the same condition as stated on your rental agreement and the repairs, parts, cleaning etc have been completed to the 'lessors' satisfaction and the total cost has been established by the 'lessor'. Any remaining balance left from your security deposit (once the repairs, parts, cleaning etc has been debited) we will refunded this back on to the card it was processed from. Any damage, loss and/or broken items/accessories over the value of your security deposit will be charged in accordance with our terms and conditions of your rental agreement, check in and out agreement sheet and as stated on our website www.motorhomehireuk.net.

All parts are charged at maker's list price and our minimum labour rate is £50.00 plus vat per hour or there part of. Negligence damage and overhead damage is the responsibility of the driver/hirer, it is not covered by the vehicle's insurance

CLEANING THE MOTORHOME

The vehicle must be returned back in a clean and hygienic condition throughout (inside), with the toilet, toilet cassette emptied, cassette and cassette area clean, waste water tank emptied, all locker areas and cab cleaned etc, ready for its next rental. We do not ask you to clean the exterior body work of the vehicle.

If you wish to arrive at our depot early (with plenty of time to spare - at least an hour plus), prior to your check in time (as stated on your rental agreement) you can use our cleaning facilities to clean the vehicle. Unfortunately if you arrive at your check in time or late, you will not be able to clean the vehicle and our cleaning charges etc will apply.

Our vehicles are booked out within hours of your check-in time, so you must ensure you are back <u>on time</u> and allow extra time for any holds up's, traffic etc and for unloading the vehicle, cleaning etc. We require a certain amount of time to get the vehicle checked in, inspected, cleaned (if you haven't cleaned it to our standard) etc. ready for its next rental, <u>You cannot be late.</u>

CLEANING AND VALETING CHARGES

The vehicle must be returned back in a clean, hygienic and tidy condition (as received upon collection) ready for the next rental otherwise the following charges will apply.

Our standard cleaning charge of £100.00 plus vat applies,

If you have rented the vehicle to attend a festival, an event – football, rugby etc or film and entertainment use - our cleaning charge is £300.00 plus vat.

Pets - standard cleaning charge of £175.00 plus vat applies on top of our standard cleaning charge.

Failure to empty the toilet cassette is a charge of £45.00 plus vat.

Failure to cleaning the toilet cassette area is a charge of £45.00 plus vat.

Valeting of upholsteries including mattresses, seats, curtains, mattress protectors, carpets etc a minimum charge of £150.00 to maximum charge of £250.00 plus vat on top of our standard/festival/event cleaning change.

PAYMENT

We accept payment by Visa Debit, Visa, Mastercard and Electron cards and a small amount of cash.

We do not accept American Express, pre-paid cards or holiday travel cards.

The rental charge and the security deposit (insurance excess) are classed as two separate payments. All payments must be made by the main drivers debit/credit card for security reasons (unless agreed otherwise by the 'lessor').

CREDIT AND DEBIT CARD PAYMENT

If you choose the pay the non refundable booking deposit and rental charge by credit card a 2% handling fee will apply on top of the amount you are paying.

If you wish to pay with multiple cards a 2% charge will be charged to cover banking fees. Card fees are non refundable.

We do not charge you for using a debit card.

- a) Wests Motorhome Hire UK will accept payment by credit cards and debit cards approved by the 'lessor'.
- b) When payment is paid by credit or debit card, I agree that;
- i. Wests Motorhome Hire UK is irrevocably authorised to complete any documentation and to take any other action to recover from my credit or debit card issuer all amounts due by me pursuant to this agreement, including but not limited to those outline in our terms and conditions on our rental agreement, check in and out agreement sheet and on our website www.motorhomehireuk.net, rental and other charges, including charges for damage.
- ii. I will not dispute my liability to Wests Motorhome Hire UK for any amount due under this agreement and I shall indemnify and keep indemnified Wests Motorhome Hire UK against any loss incurred (including legal costs) by reason of notifying my credit or debit card issuer of such dispute.
- iii. Wests Motorhome Hire UK is authorised to process the booking deposit and remaining rental balance that is due 6/8 weeks prior to collection.

- iiii. I agree that Wests Motorhome Hire UK is entitled to recover payment any unpaid balances/invoice/damage and that interest may be added.
- c) I acknowledge that all transactions under this agreement are conducted in GB Pounds Sterling. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against my credit or debit card or bank and the amount refunded within 3 days after the expiration of the rental period. I release Wests Motorhome Hire UK from any liability for such variation.

CANCELLATION TERMS

All cancellations must be made to Wests Motorhome Hire UK in writing or via email. info@motorhomehireuk.net The initial booking deposit paid is non-refundable. In addition to forfeiting your booking deposit, the following charges also apply:

Please ensure you receive a cancellation confirmation back from Wests Motorhome Hire UK otherwise your booking is not cancelled

- 43 days (6 weeks & 1 day) or more cancellation notice Non refundable booking deposit
- Between 42 days (6 weeks) 29 days (4 weeks & 1 day) cancellation notice:
 Non refundable booking deposit or 50% of the total rental charge, whichever is the greater amount Except where the rental charge is lower than £500.00, then the total rental charge will be charged/lost plus a £25.00 admin fee.
- 28 days (4 weeks) or less cancellation notice, including failure to collect or take the vehicle or incorrect identification or unsuitable driver then:
 100% of the total hire charge

Unfortunately Wests Motorhome Hire UK cannot postpone or transfer money from one hire to another.

CANCELLATION TERMS OF CHARGEABLE EXTRAS AND ADDITIONAL RENTAL ITEMS

If you wish to amend any extra chargeable items on your booking. i.e. bed linen sets, towels sets, BBQ, tables and chairs, transfers, additional drivers, gas bottles etc, this must be amended/cancelled/removed 6 weeks (or more) prior to your collection date. Any cancellation or removal of chargeable extras etc. will not be refundable within 6 weeks of collecting your vehicle.

AMENDMENTS TO A BOOKING

We reserve the rights to charge an administration fee of £25.00 plus vat for any changes to the original reservation details/online booking/telephone booking and for removal of rental days, removal of rental items/add-ons, re-send/re-issue of booking confirmation, email, change of vehicle, change of dates and/or times, change of driver etc.

CANCELLATION OF BOOKED RENTAL DAYS (PRIOR TO YOUR COLLECTION)

If you wish to cancel a booked rental day (maximum limit of 20% of the original number of days booked can be cancelled) prior to your collection date, the following charges will apply.

Special offers, long terms rentals over 21 days, last minute deals, rentals of 8 days or less are excluded where full rental will still be charged:

- 141 days notice prior to your collection date an amendment fee of £25.00 plus vat to amend your date. minimum rental applies.
- Between 140 days to 85 days notice prior to your collection date a cancellation charge 20% of each rental day cancelled plus an amendment fee.
- Between 84 days to 43 days notice prior to your collection date a cancellation fee of 40% of each rental day cancelled plus an amendment fee
- Between 42 days to 29 days notice prior to your collection date a cancellation fee of 50% of each rental day cancelled plus an amendment fee.
- Between 28 days and your collection day 100% of each rental day cancelled.

CANCELLATION OF RENTAL AFTER YOU HAVE TAKEN THE MOTORHOME OR IF RETURNED EARLYNo refund would be given.

INSURANCE / COLLISION DAMAGE WAVIER

We do not offer or provide a Collision Damage Waiver. There are companies on the internet where you can purchase an 'motorhome insurance excess cover' to protect your security deposit/insurance excess – but this at your own discretion and expense.

We can provide a name of a company that can assist you with this cover and you can use them at your own discretion and risk.

The hirer is covered on our vehicle insurance unless your own vehicle insurance cover is provided for the vehicle and agreed in writing by us 'the lessor' (Wests Motorhome Hire UK) it is stated on your rental agreement and confirmation in writing from your insurance company. A security deposit/insurance excess/damage excess will apply and be taken upon collection.

INSURANCE EXCESS (minimum)

Standard Insurance excess (security deposit) amount in Low, Mid and High season - £1000.00 Standard Insurance excess (security deposit) amount in Winter season - £1250.00 Standard Festival insurance excess (security deposit) (excluding football events) - £1250.00 Standard Football Events insurance excess (security deposit) - £2000.00

The insurance excess amount is also the security deposit amount due upon collection.

There is an insurance excess on all motorhome rental as stated above. This figure can alter if you have endorsements/points, previous accidents, how many days you are renting the vehicle for etc. The excess will then be increased accordingly and this will be stated on the front of your rental agreement.

If you are attending a festival and anything classed as high risk then the standard security deposit & excess are increased to a minimum of £1250.00

A security deposit to the value of the insurance excess will be required at the time of collection.

The insurance excess of £1000.00/£1250.00 (unless stated otherwise on your rental agreement) covers you in an event of an insurance claim or road traffic accident.

However this insurance excess does not cover keys, damage to tyres, wheel rims, alloys, hub caps (including punctures/blow outs/tyre damage) windscreens, mirrors, windows, overhead damage, internal damage, miss use, missing/broken equipment, damage caused by reversing, width restrictions or any other damage caused by gross negligence. This means the hirer/driver shall be liable for the full cost of repairs and this must be paid on return of the vehicle unless agreed otherwise with the 'lessor'.

The hirer/driver is liable to pay the stated insurance excess on each and every individual damage, loss, accident, road traffic accident and insurance claim. The hirer should be aware that the security deposit will be used to fund any loss or damage what so ever to equipment, fixtures and fittings, windows, tyres or damage to the vehicle inside and out.

NEGLIGENCE DAMAGE / OVERHEAD DAMAGE / MISUSE OF THE VEHICLE

This is not covered on our vehicle's insurance and will be responsibility of the hirer/driver.

'Overhead damage' meaning damage on or above the vehicle's windscreen height.

'Internal damage' meaning any item inside the vehicle including fixtures and fitting, furnishings, TV/DVD, cupboards, floor, carpet, ceiling, windows, dash board, door trims, work surfaces, upholsteries, manuals and all its accessories etc. and any other damage caused by gross negligence and/or misuses, the hirer/driver will be liable for the full cost of repair(s) and must be paid on return of the vehicle, unless agreed otherwise in writing with the 'lessor'.

The hirer should be aware that the security deposit will be used to fund any loss or damage what so ever to equipment, fixtures and fittings, windows, tyres or damage to the vehicle inside and out.

DAMAGE TO ACCESSORIES

Broken & lost equipment and accessories inside and outside the motorhome, including ladders, mattresses, upholsteries, bike rack, sun awning, awning rod, cutlery, glasses, pots and pans, additional rental items i.e. camping chairs, tables, bbq, bedding, towels, GPS satellite navigation etc are not covered by our vehicle's

insurance. Full cost of replacing or repairing the equipment will be down to the driver/hirer(s). Parts are charged at maker's list price and our minimum labour rate of £50.00 plus vat per hour will apply.

Any additional excess is payable to us immediately when the vehicle is returned.

Failure to make payment on-time will result in interest being added immediately on a daily basis.

REPLACEMENT OF PARTS

Parts are charged at maker's list price plus additional charges for labour, fitting and for locating the replacement part(s) etc. We will only fit 100% original manufactured parts from our approved suppliers.

OUR LABOUR RATE

Our minimum labour rate is charged at £50.00 per hour plus vat or there part of.

AUTHORISED REPAIRER

Wests Motorhome Hire UK & Wests SM Motors are the only approved repairs for our vehicles. We do not allow our vehicle's to be repaired anywhere else.

In the unfortunate event, the vehicle requires fixing or repair whilst on rental, the hirer/driver must obtain written authorisation from the 'lessor' (Wests Motorhome Hire UK) before any work or third party works are carried out. Failure to obtain consent will be at your own loss and expense and will be charged if any works are not carried out to the 'lessors' satisfaction.

IF YOU DAMAGE THE VEHICLE WHILST ON HIRE

Should you damage in anyway or break anything, please email info@motorhomehireuk.net with a description of the damage and if possible a picture. Please can you also call us on 01708 556237 or international on 00441708 556237. Failure to do so may result in you being charged for any losses incurred and the damage caused could stop the vehicle going out on it next rental, which you would be liable for.

RESPONSIBILITY WHEN ACCIDENT OCCURS

In the event of any accident, loss or damage you the hirer/driver must-

- Notify Wests Motorhome Hire UK within 24 hours of the event happening (or as soon as our office opens)
- Obtain names and address of the third parties, any witnesses and report the event to the nearest police station.
- Complete Wests Motorhome Hire UK insurance accident report claim form upon return of the vehicle.
- Do not make any admissions of liability to other parties, settlement offer or other like offers.
- Assist the 'lessor' in handling the claim arising from any event, including providing all relevant information and attending court to give evidence.

RENTAL PERIODS

The minimum rental period is one week (7 days) in high season, but we may be able to accommodate a 4 day hire in mid, lower and winter seasons. Christmas and new year holiday is a fixed rental period.

If the hirer wishes to extend the rental period once they have taken the vehicle, they must inform the Wests Motorhome Hire UK office as soon as possible, during normal working hours.

If the vehicle is unavailable for the extra rental period that the hirer/driver wishes to extend the rental period to, then the vehicle must be returned at the correct date and time originally stated on your rental agreement. If this is not met, penalty charges will occur, a fixed charge of £350.00 per day plus VAT on top of the normal daily rental charge. If we are able to extend the hire period that is required, then full payment must be made at the time of extension, you must not let the rental agreement expire. If you are unable to make payment before the original rental agreement ends, then the vehicle must be returned before the current hire is due to expire. If no payment can be made then no extension will be authorised.

If you return your motorhome early, no refund will be given.

AVAILABILITY

Every effort will be made to supply the model/group requested.

If the vehicle is not available for any reason beyond our control or if we are unable to supply an alternative motorhome. All payments will be refunded with no further liability.

It is essential that an extra Travel/Holiday Insurance etc, is taken out against any unforeseen delays, availability, breakdowns, cancellations before and during the rental period, failure to do so, is at your own risk and expense. Contents insurance or goods in transit insurance are to be taken out by the hirer/driver as this is not included in our vehicle's insurance cover. Failure to do so is at your own risk and expense.

Unfortunately we are unable to cross hire with other companies or find an alternative replacement from other companies.

MOTORHOME SYSTEMS

Wests Motorhome Hire UK will carry out a full Pre-check Out Inspection (PCI) on every vehicle before the commencement of hire. The PCI involves testing every system on board the vehicle to ensure they are operating correctly. In conjunction with this the hirer will be taken on a 'check out' tour of the vehicle and shown how each system works. Should any on-board system fail during your hire, Wests Motorhome Hire UK will make every effort to remedy the fault whilst you are away (but this is limited) and in some circumstances this may not be possible to resolve the fault/issue and Wests Motorhome Hire UK cannot be held responsible and will not refund any monies should a loss of service be encountered nor have any obligation to provide a replacement vehicle. Wests Motorhome Hire UK will not be and cannot be held responsible in the event of any damage or inconveniences caused by cold and freezing weather conditions. This is the responsibility of the hirer. On 'check in' of the vehicle, any systems not working/not working correctly will be checked for damage, any damage caused will be charged to the hirer/driver. All faults must be reported immediately to Wests Motorhome Hire UK, should the office be closed, a message must be left on the answer machine stating the date, time, fault, vehicle registration, your name and contact number.

VEHICLE/MOTORHOME ACCEPTANCE

- a) I the hirer/driver acknowledge having received the vehicle in a clean and hygienic condition and in sound working order in accordance with the motorhome check in and check out agreement/sheet and all its accessories and any additional rental items.
- b) I the hire/driver acknowledge that Wests Motorhome Hire UK will not refund to me any monies if the vehicle is returned or I cease to have use of the vehicle or an item of equipment on the vehicle prior to the return date for any reason e.g. misused, accident, weather, theft, damage or if the user(s) has caused the fault/breakdown/accident.

IRELAND AND EUROPEAN HIRE (outside mainland UK)

Ireland and European rental is available for an additional charge and must be notified to us Wests Motorhome Hire UK on booking the vehicle so that the correct breakdown cover and insurance can provided when taking the vehicle out of mainland UK.

You must return the vehicle at the correct date and time as stated on your rental agreement or extend the hire period prior to your rental agreement ending (extensions must be made during working hours Monday to Friday 9.00 am to 4.30pm) or the breakdown cover and insurance will expire and no further cover given.

You the hirer/driver will then be liable at your own expense to get the vehicle returned to Wests Motorhome Hire UK, Todd Close, Rainham, Essex, UK, RM13 9XX, including any breakdowns and/or accident, etc. were to occur. The 'lessor' will not refund any recovery fees, inconveniences, loss of earning, etc of any kind. If Wests Motorhome Hire UK incur any charges or losses i.e. loss of hire, recovery, ferry charges etc, these will be passed to you the hirer/driver for immediate payment or interest will occur immediately on a daily basis.

It is the responsibility of the hirer/driver to obtain the necessary European documents and equipment required when travelling in Europe. Should you require any documents and equipment from Wests Motorhome Hire UK these must be pre-ordered 6 weeks before your collection date. If any additional costs are involved to obtain the necessary documents or equipment, this will be charged to the hirer. Failure to get the necessary documents

and equipment is at the hirers/driver own expense and it the hirers/driver responsibility to ensure the safe return of the vehicle back to Wests Motorhome Hire UK, Rainham, RM13 9XX at their own cost, Wests Motorhome Hire UK will not accept any charges, fines, losses of any kind etc.

BREAKDOWNS

If the rental vehicle breaks down, a fault occurs or is involved in an accident where the vehicle cannot be driven you must call the breakdown cover supplied with the vehicle first (telephone number is on the screen of the rental vehicle, or in the vehicles manuals or if abroad the additional European Breakdown Cover you have been given) then notify Wests Motorhome Hire UK. (If the office is closed you must leave a message on the answerphone with: your name, date, time, contact number and brief description.)

All breakdowns and/or faults must be reported AND logged immediately by the breakdown supplier AND Wests Motorhome Hire UK or the breakdown/fault will NOT be taken into consideration and no refund given. In the event of a vehicle breakdown/fault or an accident occurring, Wests Motorhome Hire UK shall stand NO liability for additional charges such as accommodation, transportation costs, flights, losses, loss of earnings, damage of any kind etc and advise you take out the necessary insurance cover against this, failure to do so is at your own risk and expense.

An alternative vehicle might be supplied when the vehicle is recovered back to Wests Motorhome Hire UK, Todd Close in Rainham, RM13 9XX, but in the event of our office being closed or an alternative vehicle not being available, then each day or there part of, shall be refunded with no further liability to us the 'lessor', (as long as the accident or breakdown or fault etc. was not the drivers/hire/user's fault). The vehicle must be returned back with the correct level of fuel and in a clean and hygienic condition throughout etc (no matter what) or charges will still apply (there is no exceptions).

Minor running repairs, such as tyres, punctures, bulbs, oils and other fluids are the responsibility of the driver. It is the hirer/drivers responsibility to check daily: oil, water, tyre pressures and lights and if necessary topped up to the correct levels. Any damage arising from failure to do so will be charged to the hirer/driver.

Wests Motorhome Hire UK does not accept any liability for any loss of earnings, money, belongings, inconveniences etc of any form.

The hirer is liable for breakdowns and call-outs that are classed as the hirers/drivers negligence, preventable fault including misuse of the vehicle and negligence. (For example... contaminated fuel, run down battery(s), lack or shortage of fuel, loss of key(s), lockouts and parking on soft ground etc)

If your rental is part of a special rate/offer or has free rental days given as part of your hire and the vehicle breaks down, any refund on that hire will be workout out as follows:

'Total Rental Special Offer Rate Paid' divided by the 'Overall Rental Days' for that offer/period/rate etc. (The overall rental days will include any free days included in that offer/rate/period.) The maximum refund amount that the 'lessor' will issue on any rental is the total vehicle rental amount you have paid to the 'lessor' Wests Motorhome Hire UK excluding any additional items that are taken on top of the vehicles rental charge i.e. additional drivers insurance, European cover, camping chairs & tables, bikes, bedding, sat nav, car seats etc these will not be refunded.

Our admin charges, credit card fees, European cover are non refundable.

HIRING OUR MOTORHOME IN COLD AND FREEZING WEATHER/TEMPERATURES

We do not accept any liability for the vehicle and/or any off its accessories/items not work correctly or not work at all when used/rented in cold, freezing and unpredictable weather and temperatures.

RELEASE AND INDEMNITY OF LESSOR WESTS MOTORHOME HIRE UK

- a) Subject to its obligation to deliver the vehicle/motorhome or an appropriate substitute vehicle/motorhome, I release Wests Motorhome Hire UK, its employees and agents, from any liability to me and my passengers (regardless of who is at fault) for any loss or damage incurred by me by reason of this agreement, including but not limited to:
- i. Any loss or damage caused by breakdown, mechanical defect, accident or the vehicle/motorhome being unsuitable for my purpose;

ii. Any loss or damage to any property left in or on the vehicle/motorhome, in any service vehicle/motorhome or on any Wests SM Motors premises or recovered or handled by Wests SM Motors and Wests Motorhome Hire UK. b) Subject to any insurance arrangements agreed with Wests Motorhome Hire UK, I hereby indemnify and shall keep indemnified Wests Motorhome Hire UK, its employees and agents against any claims, demands and expenses (including legal costs etc) incurred or sustained by them or any of them by reason of my use and/or possession of the vehicle/motorhome.

FUEL CHARGES AND LEVELS

The vehicle will be 'checked out' by the a member of the West's staff and the main driver at the time of 'check out' and the fuel level noted on the rental agreement.

It is the hirer(s)/driver(s) responsibility to bring the vehicle back with the correct amount of fuel as indicated on the rental agreement. Any discrepancies on the fuel level of the vehicle must be taken up with us the 'lessor' at 'check out' and if necessary it will be amended on all copies of the rental agreement before you take the vehicle from our premises.

We will not accept any disputes on fuel level if the vehicle is taken off the premises or when the vehicle is returned.

Failure to return the vehicle with the correct amount of fuel as indicated on the rental agreement at 'check out' will incur re-fuelling charges at our own fuel rate.

This must be paid immediately at the return of the vehicle or at a swap over of vehicles.

The vehicle comes as standard with 1×3 gas bottle (not full) and a small bottle of toilet chemical. If the gas or toilet chemical runs out during your rental, it is the hirer/drivers responsibility to re-stock at their own expense. Please note: the gas bottle is supplied with whatever is left over from the last hire - not full Specific models have inbuilt LPG gas tanks. These are taken on a full tank of gas and are to be returned back with a full tank of gas or you will be charged to refill at our own LPG gas rate.

CARD DEPOSIT REFUNDS

From the date the refund is processed, please allow up to a *minimum* of 10 working days for the refund to show on your account. International cards/accounts may take longer.

CREDIT CARD FEES & ADMINISTRATION CHARGES

Credit card fees are charges at 2% on top of the amount you are paying.

Handling charges or amendments are charged at £25.00 plus vat each item.

Administration charges for PCN, speeding tickets, tolls, or any other traffic fine(s) and offences are charged at £15.00 plus vat each item/fine. All fees and administration charges are non refundable.

PETS

Pets are welcome in our vehicles as long as you have notified the 'lessor' at the time of booking. No pets are allowed in our vehicles unless agreed with us first. On return of the vehicle, please ensure that all pet hair is completely removed and the vehicle is clean and tidy (see our returning the vehicle section) or a valeting/upholstery cleaning charge(s) will apply. A minimum animal cleaning charge of £175.00 plus vat on top of our standard cleaning charge of £100.00 plus vat. Any damage/stains/scratches caused by your pet/animal will not be covered under our vehicle's insurance and you will be charged for the full cost of repairs and any losses incurred.

INSECURE LOADS, OVERLOADING AND ITEM(S) INSIDE THE VEHICLE

Shall be the responsibility of the hirer/driver.

PARKING TICKETS / LONDON CONGESTION CHARGES / FIXED PENALTIES/BUS LANES/DART CHARGE/MOTORING OFFENCES OR ANY OTHER FINE / BREAKDOWN CHARGES etc.

It is the responsibility of the hirer/driver(s) to ensure all charges including parking tickets, London congestion charge, fixed penalty notices, bus lanes, tolls, dart charge etc are paid for. If the lessor' receives a notification of

fine/PCN/offence etc of any kind, an administration charge of £15.00 plus vat will apply for each letter, notification and PCN received. This is an administration fee.

Our administration fee/fees will be processed immediately from any payment card that has been given or used against your rental without prior notification to the hirer/card holder.

Should the lessor receive a fine/pcn/notification that cannot be transferred into the hirer/driver's name i.e. bus lane fines etc or/and the hirer/driver use the breakdown cover for a hirer/driver induced or preventable fault/breakdown, then the fine/charge amount as well as our administration fee/fees will be processed from any payment card that has been given or used against your rental without prior notification to the hirer/card holder.

We cannot accept responsibility for errors made by a third party in relation to the administration charge on a PCN or any other offences/fine. Our administration charges are non refundable.

LATE FINES/FAILURE TO RETURN A HIRE VEHICLE ON TIME:

If you return the motorhome after the rental agreement has expired, a late fine will be issued. Late fines/charges will depend on the motorhome hired and how late the motorhome is returned. If the motorhome is re-booked out to another client and you do not return the motorhome at the agreed date and time as stated on your hire/rental agreement, you the hirer will be liable for any losses occurred and the rental loss if the next customer withdraws their rental booking. Any losses will then be passed on to you, the hirer/driver, where full payment must be made to us the 'lessor' in full immediately or interest will apply on a daily basis. To avoid these fines/charges, always return your hire vehicle ON TIME.

RIGHTS RESERVED

The rights are reserved to vary rates, vehicles, conditions and periods of rental at any time. We as the hire company/lessor reserve the rights to refuse a booking/hire and to terminate a hire at anytime without any notification or reason and without any further liability.

During the rental period the hirer/drivers must keep the vehicle and all its accessories in their or any approved driver's possession, free from any legal process or lien and when not in use adequately protect and secure the vehicle at all times.

Failure to do so will invalidate the vehicle's insurance cover and we therefore hold the hirer/driver fully liable for the replacement of the vehicle and all its accessories etc.

YOUR DATA AND PERSONAL INFORMATION

The hirer, any driver and payment card holder agree that all information submitted, may be shared with third parties, including other hire companies and vehicle providers in the event of 'the Lessor' suffering unrecoverable loss or fraud. Such information will be used to help prevent fraud and other criminal activities.

TERMS OF USE OF OUR SERVICES, VEHICLES, WEBSITE AND ONLINE BOOKINGS SYSTEM

You use our website, services, vehicles and additional rental item(s) hired at your own risk.

You are bound by our terms and conditions above and on the reverse side of the rental agreement/invoice/credit account hire and on the Check In & Out Sheet Agreement.

We are not liable for any errors that may occur, technical, pricing, deposits etc and our prices are fixed rates and we advise you to always check with our Rainham office on 01708 556237 to ensure the pricing etc is correct before proceeding with your booking.

Failure to do so is at your own risk and you may incur additional charges. All bookings and prices etc will be checked first by us the 'lessor' before we confirm a booking.

Wests Motorhome Hire UK do not accept any liability for any loss of earnings, money, belongings, inconveniences, personal injury etc of any form.

INTEREST RATES

Interest of 1.5% above Barclays Bank PLC basis rate will be charged on late payments. Interest payments are non refundable.

CUSTOMER PARKING

Hirer[s] may leave one car in our yard FREE of charge for the duration of their hire at their own risk.

Once the rental vehicle is returned, your vehicle must be removed from our yard or charges will apply.

OFFICE OPENING HOURS

Monday - Friday 8.00 am to 5.00 pm Saturday - 9.00 am to 5.00 pm Sunday - by appointment for international customers only, fees apply. Bank Holidays- by appointment for international customers only, fees apply. Christmas & New Year - Closed

Our prices are inclusive of unlimited mileage, VAT, vehicle breakdown [in Mainland UK only], UK vehicle insurance and are in £GBP.

HIRERS/DRIVERS/PASSENGERS USE OUR VEHICLES/ITEMS/SERVICES ETC AT THERE OWN RISK AND ARE LIABLE FOR THEIR OWN SAFETY/SECURITY/LOADING ETC. THE LESSOR AND STAFF WILL NOT BE HELD LIABLE FOR ANY INJURIES/LOSS/DAMAGE ETC CAUSED OR INCURRED. WE RECOMMEND THAT YOU TO TAKE OUR YOUR OWN PERSONAL ACCIDENT/INJURY/LOSS/DAMAGE/HOLIDAY/INSURANCE EXCESS COVER INSURANCE ETC. FAILURE TO DO SO IS AT YOUR OWN RISK/LOSS.

REVIEWS/NEGATIVE POSTS & COMMENTS

You (the hirer/driver etc) hereby agree that you will not slander or write negative reviews, posts and comments about the 'lessor' Wests Motorhome Hire UK or its staff, unless you can prove that the lessor has failed to provide the service that is set out in these terms and conditions, including the terms and conditions on the reverse side of the rental agreement and on the check in & check out sheet agreement. If the lessor has complied with these term and conditions, including the terms and conditions on reverse side of the rental agreement and on the check in & check out sheet agreement and you write/post negative reviews/comments, the 'lessor' can pursue legal action against you for losses and damages etc.

PROPER LAW

You are also subject the terms and conditions on the front and reverse side of the rental agreement and on our Check In & Out Sheet Agreement which shall be deemed to be included in this agreement as if the same were fully set out herein. This agreement shall be governed by the law of Great Britain in which this agreement was made between the lessor and yourself, you accepted these terms and conditions the moment you started using our website and also at the time of booking and whilst under a rental agreement.