|  |  |
| --- | --- |
| **Terms & Conditions of Motorhome Hire** | |
| By making a booking you are accepting the terms and conditions set out below. Please read the terms and conditions prior to making a booking. We will be pleased to clarify any point on which you may have a query.  **Booking Confirmation and Advance Payments**  A non-refundable booking deposit of £150.00 must be paid for each booking made up to 6 weeks prior to the commencement of the hire period. The booking deposit is not refundable under any circumstances and shall be deducted from the hire charges.  The balance of the hire charges (less the booking deposit) is payable six weeks prior to the commencement of the agreed hire period.  In the event that a booking is made within 6 weeks of the hire period, the full hire charges must be paid at the time that the booking is made.  Confirmation of the booking details will be emailed to you after the deposit has been paid. Until a deposit payment has been made, your booking may not be confirmed.  Early booking is advised to avoid disappointment. We reserve the right to charge an Administration Fee for any changes to the original reservation details.  If you are planning on travelling to Europe you must make us aware of the countries that you intend to visit when booking as we need to ensure that the insurance and breakdown cover will be valid for your intended journey and also ensure that you have an EU travel pack which includes High Visibility Jackets, Safety Triangle, Bulb kit, GB sticker, Head Light Angle Adjusters and breathalyser kit.  **Cancellations**  All cancellations must be notified to Chief Vehicle Rentals Limited in writing. All deposits paid are non-refundable, unless Chief Vehicle Rentals cannot supply your requested vehicle. All monies due and received within 6 weeks of the commencement of hire are non-refundable.\*  Chief Vehicle Rentals reserves the right to cancel hire if, at the commencement of hire, the drivers licences are invalid or not according to the conditions set out below or if insurance is declined for any reason. In these circumstances, the total hire charge will be forfeited (Hirers are strongly advised to insure against unavoidable cancellation). Chief Vehicle Rental's reserves the right to refuse to provide insurance cover based on the answers provided in the insurance questionnaire.  \*Hires for Glastonbury must be paid in full 28weeks before the hire and are non refundable once paid  **Availability**  Whilst every effort is made to ensure that the vehicle reserved is available, in the event that the reserved vehicle is not available, Chief Vehicle Rentals will seek to offer an alternative vehicle. Chief Vehicle Rentals will always aim to provide a vehicle of similar or better quality. In the event that a higher specification vehicle than that requested is supplied, the hirer is not liable for any additional rental charges over and above those agreed at the time of the booking.  In the event that a smaller vehicle or lower grade vehicle is offered and accepted, any difference in rental charges will be refunded to you.  In the unlikely event that we are unable to supply a suitable vehicle due to circumstances out of our control, our liability is strictly limited to a full refund of all monies paid by you. We accept no liability for the cost of a replacement vehicle, travel expenses or any other subsequent loss. Circumstances that we deem to be out of our control include, but are not limited to, vehicle breakdown, damage sustained to the vehicle and late returns by a previous hirer.  **Collection and Returns procedure**  The vehicle check out procedure takes approximately 30 - 40 minutes as there will be a lot of information to go through so please allow time for this when planning your trip.  The vehicle will not be available for collection until after 2.00pm on the day required, unless previously arranged.  All hirers must pay a £750 refundable security deposit.  You must have the following documentation when collecting the hire vehicle and cannot release the vehicle without these items being present at the time of collection:   * 2 recent proofs of home address for the main driver within the last 2 months (Utility bills or bank statements are acceptable); and * BOTH parts of your UK drivers licence for each person who is to drive the vehicle (photo card + A4 counterpart) .If you only have an old style paper licence, please bring that in addition to 1 form of photo ID.   The vehicle must be returned by 10.00am on the agreed date of return. A late return fee is charged at £25 per hour for any vehicles failing to comply with this.  Please check the times for collection and return carefully. If a vehicle is not returned by the agreed on the rental agreement, a charge of £25 for each hour or part of the hour will apply. Should the late return of the vehicle make us liable for any extra costs (such as compensation for the next hirer), we reserve the right to request reimbursement of these costs from you. Please return your vehicle on time. If for any reason you will be late, please call Chie Vehicle Rentals to notify us of your expected time of arrival.  **Hirer Obligations**  By signing the rental agreement, you agree that you will:   1. Return the Vehicle to Chief Vehicle Rentals in the same condition as it was received, ordinary wear and tear accepted, on the due date specified; 2. not use the Vehicle for hire or reward nor use it in violation of any law, ordinance or regulation, nor remove it (without prior written consent of Chief Vehicle Rentals) from England, Scotland , Wales ,Northern Ireland or Southern Ireland; 3. Not carry more passengers than the seating capacity of the vehicle or allow the vehicle to be overloaded; 4. Not remove the vehicle out of the UK mainland, unless agreed prior to the hire with Chief Vehicle Rentals; 5. Be responsible for the additional charges set out below; 6. Further protect the interests of the Insurer and Chief Vehicle Rentals by ensuring the vehicle is always locked when unattended and the keys are secure; 7. authorise Chief Vehicle Rentals to verify through credit agencies, the Driver and Vehicle Licensing Agency or any other sources, personal, driving and credit information provided by hirer and any additional drivers; 8. Not operate the Vehicle or permit the Vehicle to be operated in any way that would violate this contract, including, but not limited to:    * Any person under 25 or over 70 years of age driving the vehicle;    * driving in motor sport events (including racing, pace making, rallying, reliability trials, and speed testing);    * being used to propel or tow any vehicle or trailer;    * any person driving the vehicle when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed for the time being by road traffic legislation;    * By any other person other than the hirer or additional Driver(s using the vehicle);    * using the vehicle under authority of any licence other than his own;    * If you or any driver leaves the car unlocked or fails to secure the keys; other than on a paved public highway, private road or driveway;    * In a reckless or imprudent manner or if the vehicle is deliberately damaged.   **Charges and liabilities**  you will be charged the published daily rental rate for the vehicle for the duration of the hire period.  In addition to the published daily rental rate, you may become liable for the following charges:   * All fines and court costs for parking, traffic or other legal violations assessed against the Vehicle, until the Vehicle is returned, except where caused through fault of Chief Vehicle Rentals. You are liable as if the owner of the vehicle in respect of: Any fixed penalty offence committed in respect of that Vehicle under the Road Traffic Act 1988 and Road Traffic Offenders Act 1988; Any excess parking charge which may be incurred in respect of that Vehicle in pursuance of an Order under Sections 45 and 46 of the Road Traffic Regulation Act 1984 or the Road Traffic Act 1991 during the period of hire * any uninsurable damages including tyres, windscreen, and any internal damages or breakages; * A £100.00 charge in the event that the vehicle is returned to us with a full toilet cassette; * A £100.00 charge in the event that the vehicle is returned to us with a full waste water tank; * A charge of £2.50 per litre of fuel required to return the fuel level to that marked on the check out sheet at the commencement of hire, in the event that you fail to refuel the vehicle; * A cleaning charge of up to £150.00 in the event that the vehicle is not returned in a similar condition in which it was rented out; * A charge of £75.00 in the event that the Tracker device fitted to the vehicle indicates that the vehicle has exceeded a speed of 75 mph. This is to attempt to ensure hirer and passenger safety as motorhomes are unstable over these speeds; * In the event that items are missing from the inventory, a charge to replace missing items will be made; * An insurance policy excess charge of £1000.00 for each incident claimed on the motor insurance policy, if the cost of the claim is expected to exceed this amount. If the claim cost is less than the policy excess, you will be liable for the full claims costs. In the event of Chief Vehicle Rentals receiving from the third party any part of the amount to reimburse the policy excess payment made and provided you have performed your obligations hereunder, Chief Vehicle Rentals shall repay to the hirer the like part of such excess; * a minimum Administration Charge of 10% of the total costs associated with the repair costs; * if, due to your negligence, it is necessary for the vehicle to undergo repairs, you may additionally be liable for fair market value of repairing damage to the actual Vehicle supplied, administrative fees, plus loss of revenue at the prevailing daily rate, diminishment of value, towing, storage, impound fees, regardless of fault or negligence of the hirer or any other person, and regardless of whether damages are a result of an act of God during the hire period. Chief Vehicle Rentals has the sole right and responsibility to repair the Vehicle. Damage should be reported to the office where the motorhome was collected as soon as possible and in any event within 24 hours after the Vehicle was damaged; * In the event of the theft of the vehicle, you will be responsible for administrative fees plus loss of revenue at the prevailing daily hire rate. If Vehicle is stolen, it should be reported immediately and in any event within 24 hours after the Vehicle was stolen. It should also be reported to the Police immediately and a crime reference number should also be obtained immediately; * in the event that the vehicle is not returned to the location agreed in the rental agreement, you will be charged any fees incurred in collecting the vehicle; * any costs, including reasonable legal fees were permitted by law, incurred collecting payment due from hirer hereunder * in the event that full payment is not made after 28 days of invoice, a reminder will be sent, 14 days thereafter the account will be passed to our collections agency incurring an extra charge of 15 % (+VAT) of the total balance due. You agree as part of this contract to pay this sum which represents our reasonable costs in collecting the unpaid amounts.   All charges are subject to final audit.  You agree to allow Chief Vehicle Rentals to compute and debit final charges from Credit/Debit Card, if that is the form of payment used by you. If you seriously breach this agreement, you agree to cease using the Vehicle and to pay all expenses incurred in returning Vehicle to the collection point of rental.  **Items not included in the daily hire charges**  Please be aware that we do not provide bed linen, pillows, blankets or towels as standard.  **Insurance**  Fully Comprehensive insurance is included within the stated hire charge.  The vehicle is insured for the contracted period of hire ONLY. You must therefore notify Chief Vehicle Rentals in the event that the vehicle will be returned late. Failure to do this may result in the vehicle not being insured for your use and may incur a traffic offence under the Road Traffic Act.  You are advised to take out additional personal holiday insurance.  An insurance policy excess of £1,000.00 is payable by you for each incident claimed against the insurance policy, where it be for vehicle damage, fire damage or the theft of the vehicle. This applies to all vehicles if the cost of repairing damages in relation to any given incident should exceed the excess amount.  Chief Vehicle Rentals reserve the right to charge any amount up to the insurance excess along with any associated costs against the drivers' or hirers' credit/debit card provided.  Accepting these Terms indicates authorisation to Chief Vehicle Rentals to be able follow this process if required.  All drivers must be over 25 and under 70 years of age and must have held a full driving licence for at least 2 years. (Drivers under 25 and aged 70 may incur an additional insurance surcharge, subject to acceptance by our insurers). The driving licence for each named driver must be produced at the time that the vehicle is collected. Visitors from abroad must hold a valid driving licence.  The vehicle is comprehensively insured but this insurance does not cover your personal items or losses. Chief Vehicle Rentals recommend that you take out personal travel insurance cover prior to your holiday. If you have any questions regarding the insurance cover, please call us on 01803 520494.  No one other than the drivers named in the insurance proposal form may drive the vehicle.  Collision Damage Waver (CDW) is an extra insurance that can be taken out for the duration of the hire period. CDW reduces the excess on your hire from £1000 to £200 and covers any tyre or windscreen damage.  CDW does not cover damage to the following: awnings, wing mirrors, internal damages, late return fees, associated damage costs, VAT, check in surcharges, insurance surcharges, or a claim arising from the theft of the motorhome whilst out on hire.  **Accident Procedure**  You shall, in the event of an incident that results in damage to the Vehicle, ensure that:   1. The driver of the Vehicle completes and delivers to Chief Vehicle Rentals the relevant accident report and photos within 48 hours after the end of the hire period. 2. No admission of liability is made to any person in relation to such accident; 3. Any writ of summons, summons or other document relating to any proceeding arising out of such accident is forthwith delivered to Chief Vehicle Rentals at the address on the motor rental agreement; 4. All assistance is rendered to Chief Vehicle Rentals and its insurers to the conduct of such proceedings including without prejudice to the generality of the foregoing permitting such proceedings to be brought by Chief Vehicle Rentals in the name of the hirer and defending any proceedings brought against the hirer; 5. You shall pay or reimburse Chief Vehicle Rentals against all losses, liabilities, costs, actions, claims or demands which it may incur or have brought or made against it in relation to the Vehicle or its use and which are not recoverable under a policy of insurance whether the same is effected by Chief Vehicle Rentals or hirer; 6. The names and addresses of all witnesses thereto are collected and given to Chief Vehicle Rentals.   **Breakdowns**  In the unlikely event of a breakdown or if you experience any problems with the vehicle, please call the office on 01803 520494 to report it. In the event that the office is closed, please call the breakdown number on the key fob.  **Animals**  All animals other than guide dogs have to be approved by Chief Vehicle Rentals at the time of booking. If approved, all damage howsoever caused by the animals will be charged to the hirer in full. The hirer will also be liable for any additional cleaning charges up to £150.00.  **Parking at Chief Vehicle Rentals Limited**  The hirer may park one vehicle free of charge and at his/her own risk at the collection location for the period of the hire.  **Data Protection**  For the purposes of the Data Protection Act 1984, Chief Vehicle Rentals or any subsidiary of Chief Vehicle Rentals may hold and process by computer or otherwise the information given to Chief Vehicle Rentals by the hirer or any Additional Driver to identify other products or services which might be relevant and for statistical analysis.  Personal Information supplied will be disclosed to a third party for identity validation purposes subject to a Data Protection Act request.  The Vehicle may be fitted with a forward facing camera, solely for the purpose of recording footage in the event of a collision. The camera records a visual view out of the front windscreen of the vehicle and does not show the interior of the vehicle whatsoever. The microphone on the camera will record sounds made inside the vehicle. Video and audio footage are recorded onto the camera and overwritten unless saved by the camera in the event that the camera senses an impact. All recorded but unsaved footage will be deleted from the memory by a designated operative of Chief Vehicle Rentals before any saved footage is viewed. The Hirer may disable the sound recording function on the forward facing camera using the switch on the passenger side of the camera. The forward facing camera must not be switched off by the Hirer in any circumstance. If the forward facing camera is switched off by the Hirer, this will be considered to be gross negligence on the Hirer's behalf and Chief Vehicle Rentals reserves the right to retain the Hirer's deposit and the Hirer will be liable for any damage sustained to the vehicle.  The vehicle is fitted with a Tracker device. Chief Vehicle Rentals will only view the information recorded by Tracker in the event that the vehicle is not returned at the designated time, in the event that the vehicle is returned with damage or in the event that the Tracker system highlights that the vehicle has been exceeding 75mph.  **Complaints Procedure**  Any complaints should be submitted in writing to be received by Chief Vehicle Rentals within 14 days of the end of the period of hire.  **Governing Law**  This agreement is governed by and construed in accordance with the Laws of UK. All disputes arising out of or in connection with the agreement shall be subject to the non-exclusive jurisdiction of the UK Courts.  Chief Vehicle Rentals reserve the right to vary the rates and conditions of hire at any time and to decline hire to any person at any time without reason. |  |