

Midge Tech Ltd T/A Todd's Tourers

Terms and Conditions:

1. Booking Procedure & Payment

At the time of booking a deposit of 50% of your total hire cost is required. This amount will be deducted from the total hire charge. In the event of cancellation this deposit is non-refundable. A booking confirmation will be sent to the hirer. The balance of your hire payment is due for payment 6 weeks prior to the start date of your hire, or at the time of booking if you book less than 6 weeks from the start date of your hire which, will be confirmed by email. These terms and conditions (including the cancellation policy) become binding at the time of booking provided that these terms and conditions have been provided to you they are binding on you whether or not they have been signed by you. Todd's Tourers will not hire any motorhome on any other terms and conditions. Payment is by Debit Cards, Bank Transfers or Credit Cards (please note a 2% charge will be levied to cover banking fees when a credit card is used to make payment). The Company reserves the right to rent the motorhome described on the website, via phone or viewed in person, or any substitute motorhome subject to all of the terms and conditions of this agreement.

2. Cancellation Charges

All cancellations must be submitted in writing. It is strongly advised that hirers take out their own insurance against any unavoidable cancellation.

(a). More than 6 weeks before: Booking Deposit will be lost

(b). 6 Weeks-No Show: 100% of total hire charges will be lost Todd's Tourers cannot postpone or transfer money from one hire to another. Todd's Tourers reserves the right to amend our cancellation policy for certain events.

3. Driver

Must have held a full licence for a minimum of 2 years. Must be between the ages of 23 and 70. All drivers must be present at time of collection and produce a photo driving licence. In the case of a UK paper licence, both the card and the counterpart paper licence must be produced and one other form of identification in the form of a passport/utility bill must be provided.

Important notice: on 8th June 2015 DVLA abolished the paper counterpart that went with the photo card UK driving licence and records of motoring convictions are now held online. Hirers are asked to visit the DVLA and obtain a check code. www.gov.uk/view-driving-licence. This must be no more than 2 days before the start of the hire and allows us to check licence details. People with old style paper licences are not affected by this change.

Visitors from abroad must produce a valid unendorsed domestic driving licence or international driving licence as well as a passport. In addition to the driver's licence requirements, one other form of identity, such as a utility bill or a bank building society statement dated within the last three months, is required.

Licence offences must meet the driver eligibility requirements of the insurance company.

The Insured Vehicle shall not be let out on hire to or to be driven by:

a. Hirers under the age of 23 or over 75 years unless otherwise agreed by the Insurer

- b. Hirers aged 23 or over unless a full valid UK/EU driving license has been held for 24 months
- c. Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving license endorsed or suspended or penalty points imposed. Parking and not more than two speeding offences in the past three years may be ignored. "Spent" convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded.
- d. Persons who have had their license revoked by DVLA due to medical grounds or convictions.
- e. Persons who have their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any Motor Insurer.
- f. Persons engaged wholly or partly in professional entertainment or professional sports persons.
eg. Jockeys and persons connected with racing of any sort.
- h. Undergraduates and/or students under 23 years of age.
- i. Persons who, whilst driving have been involved in more than one accident during the past three years.
- j. Foreign Services Personnel other than persons born in the United Kingdom.

Only named drivers that have met the insurance company eligibility requirements are permitted to drive the motorhome. The hirer/named driver shall be liable for all costs and expenses incurred for speeding, parking fines, congestion charges etc. This includes any other offences committed against the Road Traffic Act or traffic regulations and indemnifies the Company from any liability.

4. Insurance

Included in the price of hire is full comprehensive insurance, covering the motorhome and its equipment only. Equipment excludes generators, child seats, bike rack and any other optional equipment. The insurance is only valid for the period of hire. The period of hire is from the collection date and time to the specified return date and time. Any late return or driving by non-named drivers would invalidate the insurance and constitute a traffic offence under the Road Traffic Act in which the driver may be liable to prosecution. The hirer and any driver will also be personally liable for any damage to the motorhome, any personal injuries, third party property damage, third party injuries and other related liabilities after the insurance expiry date and time. It is the driver's responsibility to provide full information on any driving convictions or health restrictions. Please note there may be insurance surcharges dependant on any of the above being applicable. Please also note that the insurance policy will be invalidated if the hirer or any driver misrepresents or withholds driving conviction or health restriction information. Should an insurance policy become invalidated for any reason, Todd's Tourers (also referred to as "the Company" in this agreement) will hold the hirer responsible for all fines, losses, damages and other costs. The Insurance excess is £1200, an insurance security deposit of £750 must be paid before the motorhome collection date by BACS 80-22-60 06366819, by card (please note a 2% charge will be levied to cover banking fees when a credit card is used to make payment) or on the collection date in cash. This deposit is held against any and all damage to the motorhome. We will take card details but only deduct monies up to £450.00 if the damage exceeds the first £750.00 held. We recommend that customers look into Excess insurance, please ask for information. If there is damage to our vehicle we can hold your deposit for up to 6 weeks in high season in order to correctly obtain quotes, invoices and complete the works. The Hirer shall be responsible for any and all of the Company's uninsured losses, which

may arise as a result of the hire. The insurance security deposit will be returned to the hirer on the fourteenth day after the end of the hire period, by BACS providing that hirer(s) return the motorhome under the following conditions:

Clean. Undamaged. With all tyres, tools, accessories and equipment in the same condition as when received. Returned to the place, time and date specified or sooner if demanded by the company. Returned having used the motorhome in a reasonable manner.

Additional drivers can be insured at a cost of £20 per driver per hire, all conditions above apply.

5. Documents Required On Arrival

You may be asked to show your confirmation email and driver licences of any party who will be driving plus two forms of ID i.e. Passport, Utility Bill, no more than 60 days old is acceptable.

6. Fuel, Gas and Daily Motorhome Maintenance

Fuel is at your expense. The motorhome will be provided with a full tank of fuel when it is collected. The motorhome must be returned with a full tank of fuel. If the motorhome is not returned with a full tank of fuel, a charge for the amount in pounds required to bring the tank to full will be made to the hirer, with a surcharge of £15 above the cost of refuelling. A full gas cylinder will be supplied with the motorhome. If gas needs replenished during hire period, the hirer is responsible for the cost of buying any further bottles. The responsibility of checking oil/water levels on a daily basis in the engine and other necessary motorhome components, such as checking tyre pressure, are the responsibility of the hirer while on hire. Full cost in repairing damage to the engine will be charged to the hirer should the incorrect fuel be used to fill the fuel tank.

7. Breakdowns and Accidents

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

a) BREAKDOWNS – Specifics

24hr breakdown coverage under the ALP is provided. In the event of a breakdown contact Todd's Tourers. The hirer may authorise repairs and replacements up to £50 and will be reimbursed on supply of a valid receipt. The hirer must obtain permission from Todd's Tourers for repair and replacement costs above £50.

b) ACCIDENTS – Specifics

Should the motorhome be involved in an accident, however small, the full details must be filled out on an Accident Report form and immediately reported by phone to Todd's Tourers. A diagram should be drawn. There is space on the back of the Accident Report for a diagram to be drawn. The hirer participates as an insured driver under a comprehensive motorhome insurance policy. Hirer

agrees further to protect the interest of Todd's Tourers and the insurance company in the event of accident during the hire term by:

- a. Notifying the police immediately if there is damage involving your or another vehicle or property (Dialing 101), if people are injured and in order to determine fault for insurance purposes.
- b. Not admitting guilt or liability.
- c. Obtain names and address of parties involved and witnesses.
- d. Not abandoning the motorhome without adequate provisions for safely guarding and securing same.
- e. Notifying Todd's Tourers immediately, of any loss or damage occurring to motorhome, and of any fault. Please indicate if the motorhome is not roadworthy or is liable to cause danger to any person or property. The motorhome should not be used until damage has been repaired, corrected and fault determined.

8. Collections and Returns

a. The collection of the motorhome must be made between 12.30pm onwards, times will be staggered, time confirmed with customer prior to arrival. The motorhome must be returned at 10.30am. Motorhomes will not be available for collection or return at any other time unless agreed. Failure to comply with the return time will result in the hirer being surcharged at the rate of £150, together with any additional costs incurred by The Company, if the hirer is going to be delayed, they must let Todd's Tourers as early as possible and will be placed into the schedule at the next suitable time slot.

Todd's Tourers will strive to ensure that your vehicle is ready for collection at the agreed time and cannot be held responsible If the previous hirer fails to return at the agreed time and this impacts on your collection time.

- b. There is no refund for early return.
- c. The hirer acknowledges delivery of the motorhome and the contents free from any defect or damage and complete other than as specified by the Company. The hirer is advised to check the motorhome thoroughly before leaving the Company's premises. Upon return the condition of the motorhome will be checked for damage, cleanliness, fuel levels, tyres, any hired options, conditions that affect the security insurance deposit and other general conditions.
- d. The security deposit will be returned to you 14 Days after the end of the hire period provided the motorhome is returned in a satisfactory condition and at the location and date and time agreed, subject to a final audit. Satisfactory condition includes clean, undamaged, with all tools, accessories and equipment in the same condition as when collected and having been operated in a reasonable manner.

9. Motorhome use.

The Motorhome shall not be used:

- a. For hires for reward.
- b. Knowingly for any illegal purpose.
- c. To propel or tow any other motorhome or trailer.

- d. For racing, pace making, reliability trials, speed testing or driver tuition.
- e. To carry a greater number of passengers and/or more baggage than recommended by the motorhome manufacturer.
- f. By any person who has given a fictitious or false name.
- g. By any person other than the hirer who signed the rental agreement or who have been named as a driver and approved by Todd's Tourers, or by a motor motorhome repairer in the event of an accident or breakdown.
- h. By any person who is under the influence of alcohol or drugs.
- i. For travel to festivals or unauthorised sports events without prior consent.
- j. On any unsealed roads or unauthorised roads, in forbidden or restricted areas or on beaches or in salt water.
- k. Outside Scotland, England or Wales unless you have declared this and paid any relevant insurance charge.

10. Motorhome Keys and Control

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

11. Cleaning charges which may be deducted from the security deposit include:

Fridge / Freezer not clean £50 Shower; Toilet Compartment not clean £50; Toilet cassette not emptied and cleaned £50; Cooker hob and grill not clean £50; Smoking in the motorhome £300; Microwave damage £100; LCD TV damage £200; Punctured tyre £50; Damage of tyres – price of a new tyre, refit and any other associated costs; Windscreen damage – cost of replacement; Returning the motorhome later than the specified time.

12. Weather Conditions

Todd's Tourers cannot be held responsible in the event of any damage or inconvenience caused by inclement weather.

13. Customer Vehicle(s) Stored At Own Risk

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

14. Availability

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

15. Changes To Terms And Conditions

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

16. PETS.

For any vehicle that accepts pets a £10 per night per pet surcharge is applied.

17. Smoking.

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

18. Mileage.

A mileage allowance of 100 miles per night hire, over this is charged at 25p per mile.