

SOUTHERN RV HIRE - TERMS AND CONDITIONS - Agreement for Hire

THIS AGREEMENT IS BETWEEN: Southern RV Hire (THE OPERATOR) and you (THE HIRER).

1. YOUR CONTRACT WITH SOUTHERN RV HIRE

By signing the Booking Form you are accepting the terms and conditions in this hire agreement. If there is anything you do not understand, please ask.

2. BOOKING CONFIRMATION AND PAYMENT An initial part payment of £500 per vehicle is required, which is non-refundable, and must be paid either at the time that the booking form is returned or within 48 hours of the Booking Form being returned to Southern RV Hire. The balance of your hire money is payable eight weeks prior to the start date of your hire, or at the time of booking if you book less than eight weeks from the start date of your hire. A deposit of £500 per vehicle is required, which must be paid at the same time as the balance of your hire money, to be held against any loss, damage to the motorhome (externally or internally) costs or insurance claims as described in the terms and conditions. If there are no deductions required from your deposit, the deposit will be returned to you in full one week after the end of the hire period.

3. CANCELLATIONS All cancellations must be notified in writing to Southern RV Hire, but please call us immediately to inform us as this will improve the chances of re-hiring the vehicle. If notification of your cancellation is received more than eight weeks before the start date of your hire you will be refunded in full less the initial payment of £500 per vehicle. If notification of your cancellation is received less than eight weeks before the start date of your hire all monies paid and due are not refundable and you are still liable for any sums not yet paid. However, Southern RV Hire will do all it can to re-hire the vehicle and if they are able to do so, you will be refunded up to a maximum of your total hire less your initial payment of £500, subject to the amount we are able to re-hire the vehicle for.

4. COLLECTION AND DELIVERY TIMES Late returns can have a significant impact on the next hire. If you fail to make the vehicle available for collection on time you may be liable to an extra charge at the discretion of Southern RV Hire (THE OPERATOR), but typically £50 plus any additional costs incurred by as a result. There are no refunds for vehicles that you (the hirer) wish to be collected early.

5. AVAILABILITY Occasionally vehicles are not available as agreed, which is almost always due to events beyond our control (see below at point 6.). If your booking has to be cancelled (which we reserve the right to do), we will endeavour to offer you the choice of a suitable alternative vehicle or, if no suitable replacement is available, provide a full refund of all monies you have paid for your booking.

6. EVENTS BEYOND THE OPERATOR'S CONTROL Unfortunately, events beyond our control occasionally affect bookings. When reference is made to such events in these Terms and Conditions of Hire, this means any event(s) or circumstance(s) which we could not, even with all due care, foresee or avoid.

Southern RV Hire cannot accept responsibility or pay any compensation, costs or expenses where the performance of your contract with us is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond our control. This includes any delays to and/or restrictions to your hire to which you may be subject. However, if your booking has to be cancelled as a result, we will offer you the choice of an alternative vehicle (if available) or refund as described above.

7. SUITABLE PERSONS We have the right to refuse to hand over a vehicle to any person who, in our reasonable opinion, is not suitable to take charge. In such cases, no refund of the hire charge will be made by Southern RV Hire who will have no further liability.

Suitable Location – Southern RV Hire reserves the right to refuse delivery to any site or location deemed unsuitable for the purpose of the hire. This includes soft or marshy ground, uneven ground, insecure locations which may put the vehicle or contents at risk of theft, damage, fire or flood. It is the hirer's responsibility to ensure a suitable parking location or security is provided. In the event of a vehicle being withdrawn - no refund can be made to the hirer.

Driver Authority - the driver of the vehicle at the point of delivery being a Southern RV Hire representative has full authority over the vehicle & will make all decisions concerning the vehicle's safety, parking & where the vehicle may be located.

8. PETS Pets are not permitted in the vehicle under this standard agreement. The acceptance of pets in the vehicle would have to be made by special agreement, made in writing, with Southern RV Hire; in such special cases, any special cleaning or repairs to the vehicle required at the end of the hire caused by authorized pets will be charged against the deposit – in the event that the reasonable cost of cleaning and/or repair exceeded the deposit amount, an additional sum would be charged by Southern RV Hire to cover the associated cost.

9. SMOKING Smoking is not permitted within the vehicle. If any unauthorized smoking takes place in the vehicle, then Southern RV Hire can deduct from the £500 deposit an amount to pay for the deep cleaning and/or repair of the vehicle – in the event that the reasonable cost of cleaning and/or repair exceeded the deposit amount, an additional sum would be charged by Southern RV Hire to cover the associated cost.

10. BED LINEN AND TOWELS

An appropriate quantity of Bed linen, pillows and towels are provided as standard for the number of sleeping berths within the vehicle. Should you require more of these items please notify Southern RV Hire in writing at least 7 days prior to the start of the hire date.

11. RENTAL PERIOD You will have the vehicle for the rental period shown on the Booking Form. If you do not vacate the vehicle on time then you will be breaking the conditions of this agreement. You can be charged for every day or part day you have the vehicle after you should have vacated it. Until the vehicle is vacated you will be charged the daily rate of your hire plus 50%.

12. YOUR RESPONSIBILITIES

a. You must look after the vehicle and the keys to the vehicle. You must always lock the vehicle when you are not using it, and use any security device fitted to or supplied with the vehicle. You must always protect the vehicle against bad weather which can cause damage. If Awnings are used these must be stowed in case of bad weather.

e. Use of the vehicles electrical facilities is wherever possible by connection to electrical hook-up (240 Volt Supply) at your chosen location – payment for such third party services is your responsibility.

f. If your location offers an electrical hook-up (240 Volt Supply) facility, then it is your responsibility to ensure that your allocated pitch or pitches is within 10 metres of such a facility. *Note: Southern RV Hire provides, within the cost of the hire, appropriate cable to provide for a 10 metre distance.* Failure to ensure that your allocated pitch or pitches is within 10 metres of such a facility may mean that you have no choice but to use the onboard generator to power the onboard appliances and facilities.

b. You must not sell, rent, lend or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.

c. You must not let anyone work on the vehicle without our permission. If we give you permission, you will only receive a refund if you have a receipt for the work.

d. You must report any fault in or on the vehicle as soon as possible to us allowing us reasonable time to locate parts and make any necessary repairs.

e. You are responsible for any loss or damage to the vehicle including that caused by neglect, misuse, accident or not your fault.

f. If applicable to your hire, you must make sure that you use the correct fuel. If you have hired your vehicle for static on location purposes only, then you must never put any fuel or anything else into the fuel tank.

g. You will have to pay for repairs if: - The vehicle needs more than our standard valeting (cleaning); - You have damaged the vehicle, inside or out; - You have blocked or damaged the toilet/s due to misuse.

h. Before you vacate the vehicle you must check that you have not left any personal belongings in the vehicle.

13. CONDITIONS FOR USING THE VEHICLE You or any member of your party must not: - Use the vehicle for hire or reward; - Use the vehicle for any illegal purpose; - Use the vehicle while under the influence of alcohol or drugs;

- Use the vehicle for racing, pacemaking, testing the vehicle's reliability and speed or teaching someone to drive;
- Overload the vehicle.

If relevant to your hire, the total number of people that can be carried in the vehicle is limited to the total number of seatbelts fitted. This is a legal requirement – you must not carry anyone that is not using a seatbelt.

14. **CHARGES** Charges are based on our prices at the time of booking. You will be charged for:

- The rental (the hire fee as stated on the Quotation and Booking Form) and any other charges applicable according to this agreement.
- A charge for any loss or damage to the vehicle (even if it is accidental or not your fault) subject to the cover provided by the hire insurance.
- Any charge for loss or damage resulting from you not keeping to condition 12.
- A full tank of gas will be provided - this is included in the hire fee.
- Where it is necessary for the hirer to obtain electrical power from the onboard generator, use of fuel to power the on-board generator will be charged at £7.50 per hour and may be recovered from the £500 deposit, if applicable, or charged separately at the end of the hire period.
- All fines and costs (including court costs). You must pay the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay any costs and reasonable administration charges which arise when we deal with these matters.
- Interest which will be added every day to any amount you do not pay on time, at the rate of 4% a year above the base lending rate of the National Westminster Bank from time to time.
- Value added tax and all other taxes on any of the charges listed above, as appropriate.
- You are responsible for all charges, even if you have asked someone else to be responsible for them.

15. **VEHICLE FAULTS** Southern RV Hire will make good any reasonable repairs to faulty parts or equipment during the hire period where practically possible, this will be free of charge unless the breakdown is caused by misuse or due to damage by the hirer, in this case a charge will be made to repair & replace the damaged equipment.

16. **ACCIDENT** No responsibility can be accepted by Southern RV Hire for any loss or damage or expense which occurs as a result of any accident within or outside the vehicle or due to any mishap whilst using equipment associated with the vehicle.

17. Southern RV Hire accepts no responsibility for any loss, damage or expense caused to any of your (THE HIRER'S) property in the motorhome by negligence during the hire period.

18. **ENDING THE AGREEMENT** a. If you are a consumer we will end this agreement straight away if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We will also end this agreement if you do not meet any of the conditions of this agreement. b. If you are a company, we will end this agreement straight away if: - You go into liquidation; - You call a meeting of creditors; - We find out that your goods have been taken away from you until you pay off your debts; - You do not meet any of the conditions of this agreement. c. If we end the agreement it will not affect our right to receive any money we are owed under the conditions of this agreement. We can also claim extra costs from you if you do not meet any of the conditions of this agreement. We can repossess the vehicle and charge you if we do this.

19. **GOVERNING LAW** This agreement is governed by the laws of England and Wales. Any dispute may be settled in the courts of this jurisdiction.

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