### **MOTORHOME RENTAL AGREEMENT/CONTRACT**

Miry Park Fold Motorhome Hire Sanday Orkney KW17 2BA

# **Vehicle details**



#### Eligibility

No one other than the drivers named in the proposal forms may drive the hired vehicles.

All named drivers must be over 25 (Drivers over 75 need to contact us first for confirmation), of good health and have held a full/valid driving licence for at least two years.)

The licence must be clear of any endorsements apart from up to three points for Speeding Offences, if there are any other current endorsements special conditions may apply.

All licences required must be produced at vehicle collection; photo-card

Persons with serious convictions within the last eleven years will not be permitted to drive the hire vehicles (including drink driving offences).

Visitors from abroad (does not apply to EU Countries) are advised to obtain an International licence. It does not automatically disqualify you from driving if you do not meet the required criteria, but we shall need to refer you to our insurance company to check if they will offer insurance cover.

#### **Bookings**

A minimum £100 p/week or part week of hire is required to secure your booking. We only accept payments by debit card or bank transfer, (no credit cards or cash). Upon booking you must disclose your exact destination/s, event/s / festival/s as some festival /event dates are priced differently. Failure to disclose your travel plans / destinations / events / festivals ETC upon booking will result in the total loss of the £500 minimum security deposit. The booking deposit is not refundable and shall be deducted from all hire charges. PLEASE NOTE WE ONLY ACCEPT PAYMENT BY DEBIT CARD OR BANK TRANSFER

Unlimited mileage for UK travel.

#### **Cancellation of Bookings**

Cancellations must be in writing, and are charged as follows:

- Should you cancel your confirmed booking more than 4 weeks prior to commencement of hire you will forfeit the booking deposit.
- Should you cancel your confirmed booking up to 4 weeks prior to, or fail to turn up for commencement of hire, you will forfeit the booking deposit and hire charge already paid.
- This will also apply if, upon inspection of named drivers' licences, they are found to be invalid or do not comply with the information stated on the booking form.
- Miry Park Fold Motorhome Hire recommend that the hirer takes out travel insurance.

#### **Payment**

Full payment is due, 30 days prior to collection of the vehicle. We only accept Debit card or bank transfers for any payments. We do not accept credit card or cash payments.

A damage excess/Security deposit taken upon collection of the vehicle of £500 minimum and is fully refundable upon safe return of the vehicle on the agreed date and time unless otherwise agreed by Miry Park Fold Motorhome Hire Ltd. If the vehicle is returned late or dirty or damaged in any way the cost to clean/repair will be deducted from the security deposit. £50 p/hour will be retained/charged for cleaning / LABOUR.

Motor homes must be returned by 3pm on last day of rental, unless an alternative time has been agreed by Miry Park Fold Motorhome Hire. Late returns will be surcharged at the rate of £50 per hour, or part hour.

#### **Availability**

In circumstances beyond our control if the Motor home previously booked by the hirer is not available due accident, theft, weather conditions, or any other reason or circumstance, then we will endeavour to supply a replacement motor home of similar size and specification, if this is not possible then we will refund all monies paid immediately, Miry Park Fold Motorhome Hire will have no obligation whatsoever with regard to refunding any monies paid for campsites booked, events booked, travel booked or any other circumstances

#### I accept the terms and the conditions on page 1 of 3

NAME:

**SIGNED:** 

#### DATE:

#### Insurance

All Motor homes are comprehensively insured for the named drivers during the hire period only as detailed on the booking form. Up to two additional drivers can be added at an additional charge of  $\pm 10$  p-day p-driver.

**A refundable damage/security deposit of £500 minimum is payable upon vehicle pick-up**. In the event of an insurance claim against a 3<sup>rd</sup> party, the full £500 may be taken to cover our insurance excess charge. Any damage to the vehicle during the hire period that is not covered by an insurance claim will be deducted from the security deposit; this will include any loss/damage of equipment.

# Every accident or any damage or defect must be reported to Miry Park Fold Motorhome Hire immediately by telephone 07933 398010.

An accident form may have to be completed at the end of the hire period. Any damage to tyres, windscreen and any theft of personal property is not covered by our insurance, and any such damage or loss shall be at your expense. Miry Park Fold Motorhome Hire recommends that the hirer takes out their own personal belongings insurance. Driving by non-named drivers or late returns of Motor home renders the insurance invalid and the driver therefore commits an offence under the road traffic act and will be solely responsible for any damages or personal injuries incurred and the full security deposit will be retained.

#### **Limitations & Liabilities**

Miry Park Fold Motorhome Hire accepts no responsibility for replacement vehicle costs, travel or accommodation costs or any other loss claims arising from a Motor home breakdown or accident.

The Hirer:

- Is liable for any cost incurred for speeding or parking fines, congestion charges or any other offences committed against the road traffic act regulations.
- Must remember that although these are leisure vehicles, it is an offence to drink and drive.
- Undertakes responsibility for the control of the vehicle on hire to you.
- Is liable for any damage to the vehicle or contents during the hire period.
- Shall not tow any trailer or vehicle behind the hired vehicle, unless agreed in advance.
- Shall not carry more passengers than the seating capacity of the vehicle, as defined in the vehicle specifications or allow the vehicle to be overloaded, 3.5 tons gross.
- Shall ensure that the driver and all passengers required by law to do so shall, at all times when the vehicle is being driven wear the seat belts provided.
- Shall not use the vehicle to carry passengers or goods for hire or reward.
- Shall not, without written consent from Miry Park Fold Motorhome Hire, remove the vehicle from the UK mainland.

#### **Breakdown & Accidents**

In the event of a breakdown or accident a recovery and repair service is provided for all our motor homes. In the case of a breakdown, call Miry Park Motorhome Hire on 07933 397010.

You are authorised to spend £100 on any necessary repairs and/or replacement parts, and we will reimburse you against a valid VAT receipt. Any repair above £100 will have to be authorised by Miry Park Fold Motorhome Hire.

Any breakdown, malfunction or damage caused by your negligence must be repaired/made good at your own expense.

#### General

The motor home and its contents remain the property of Miry Park Fold Motorhome Hire at all times.

The hirer is required to keep the vehicle securely locked at all times when it is left unattended, and to refrain from any action or omission which may prejudice Miry Park Fold Motorhome Hire rights to the vehicle. Miry Park Fold Motorhome Hire reserves the right to retain in part or whole the security deposit if additional deep cleaning or repair is required upon return of the vehicle. All our vehicles are fitted with state of the art tracking and monitoring systems.

Miry Park Fold Motorhome Hire reserves the right to vary rates and conditions at any time. Miry Park Fold Motorhome Hire offer secure parking for your car whilst you are away however, vehicles are left entirely at the **Owners Risk**.

#### I accept the terms and conditions page 2 of 3

#### NAME:

#### SIGNED:

DATE:

#### **Vehicle Conditions**

The hirer acknowledges delivery of the vehicle and its contents, free from defects or damage, other than as specified by Miry Park Fold Motorhome Hire on the vehicle appraisal form. Before the commencement of hire the hirer is advised to check the vehicle thoroughly before leaving the premises of Miry Park Fold Motorhome hire or taking charge of the vehicle if sited. Miry Park Fold Motorhome Hire advise the hirer to take external photos of the van if dropping off at the ferry as hirer is responsible for any damage until checked by Miry Park Fold Motorhome Hire. The vehicle must be returned in the same condition as when hired, with the interior and appliances clean. Miry Park Fold Motorhome Hire will make a charge of £50 for the cleaning of unemptied/cleaned chemical toilets and for the cleaning of dirty or stained carpets or upholstery.

#### Fuel, Oil & Gas

The hirer will be liable if incorrect fuel type is used.

The fuel level should be the same when returning the vehicle as it was when you left as shown on the vehicle appraisal form The hirer will be responsible for the regular checking of oil and water levels, and the use of the correct type of fluids. Our vehicles are fitted with refillable gas bottles which can be replaced at any fuel station supplying LPG (charges may apply), the vehicles are supplied with one full and one part full gas bottle. If you require additional gas it will be at your own cost.

#### **Suitable Persons**

Miry Park Fold Motorhome Hire has the right to refuse to handover the Motor home upon arrival of the hirer to any person who in our opinion is not suitable to take charge of the vehicle, due to any concerns we have for the safety of the vehicle or its occupants or other road users. Miry Park Fold Motorhome Hire will have no obligation whatsoever with regard to refunding any monies paid for campsites booked, events booked, travel booked, or any other circumstances.

#### **Vehicle keys**

Vehicle Keys must never be left in unattended vehicle. Vehicle must be securely locked when unattended and keys should never be left unattended in the vehicle when not use and all reasonable measures must be taken by the hirer to ensure the safety and security of the vehicle. Loss of vehicle ignition key will result in a replacement charge of £300 and all other costs involved in the recovery of the vehicle.

#### **Vehicle Weight**

It is the hirer's responsibility to ensure the gross vehicle weight in so more than 3500KG when fully loaded and must ensure contents are secure at all times.

#### Pets

We do allow Dogs/pets dependant on age and breed, so long as they sleep in their own beds and you use your own throws to protect the upholstery. You must ensure that the Motorhome interior is pristine and shows no sign of a pet having been in it upon its return for the next hirer and also there may be a possibility that future hirers have an allergy to pets.

#### Smoking

It is against the law to smoke in all hire vehicles. A charge of  $\pounds 250$  will be imposed if customers are found to have been smoking in our Motor home. Or a maximum fine of the full security Deposit could be imposed if damage is caused by smoking.

Name of Insured Driver/ Hirer -

## Address of Hirer -

#### **HIRE PERIOD -**

The Hirer agrees to take on the hire of the vehicle subject to the terms and conditions contained herein, I hereby acknowledge during the currency of the hire agreement I shall be liable for any offence for all fixed penalty notices under the Road Traffic Offenders act 1991, including any parking/ excess parking notices.

#### I accept the terms and conditions page 3 of 3

NAME:

**SIGNED:** 

**DATE:**