

## **Terms and Conditions . Seekers Motorhomes Ltd 2015**

**You** means: the person hiring the vehicle who has made the booking and payment for hire.

**Us or We** means: Seekers Motorhomes Ltd. Harrogate Motorhomes is a trading name for Seekers Motorhomes Ltd

**Vehicle** means: the Motorhome that we have allocated for you to hire.

### **1. General**

Our aim is to consistently deliver a high quality hire service to all of our customers. You naturally want your Motorhome to be ready, fully equipped and spotlessly clean when you collect it from us. By reading, understanding and complying with these Terms & Conditions, you can minimise distress if unforeseen events occur and show consideration for the next hirer.

Quoted hire prices include:

- Unlimited mileage
- Fully comprehensive insurance (subject to driver conditions, see Section 8. below)
- Five star breakdown cover

### **2. Deposit & Hire Balance**

At the time of booking, a non-refundable **£250 deposit** is needed to secure your chosen Motorhome for the agreed hire period. We will send you a booking confirmation and when the deposit is paid our contract is binding. The hire balance is due no later than **28 days** in advance of collection date, or as soon as practicable for bookings made at short notice (less than 28 days).

### **3. Damage/Security Deposit**

A £500 damage/security deposit must be paid for each hire. The deposit will be fully refunded within 10 working days of the end of the hire minus any costs as detailed in Section 4. below. Please note that the security deposit is not a holding deposit and must be cleared funds before the hirer can take delivery of any vehicle (this is a requirement of our insurance company). The security deposit can be paid by credit or debit card on the collection day (**3% charge for credit cards**), or by cheque or bank transfer at least one week before your collection date. Under the terms of our insurance we cannot accept cash for the security deposit. Refunds will be processed using the same method, provided that the vehicle is returned complete and undamaged, clean and tidy on the inside, with an empty toilet and a full tank of diesel. On arrival back at our depot, the vehicle will be briefly inspected. A full inspection and inventory check will be carried out within 48 hours and if applicable, reasonable damage charges will be deducted from your Damage/Security Deposit (see Sections 4. & 6. below).

### **4. Damage & Cleanliness**

Parts for Motorhomes are expensive and for the most part are not immediately available "off the shelf" locally. **If the Motorhome sustains damage at any time during your hire, however minor, please inform us straightaway.** If we know about it we can start to make arrangements for repair before the vehicle returns in time for the next hire, potentially avoiding leaving us in a position of having to cancel or compensate another customer's holiday.

**We understand that accidents do happen and make no charge for the occasional broken small item.** Please do let us know if **anything** is lost or damaged so that we can ensure the vehicle is fully stocked for the next hirer.

You are required to return the vehicle in a clean and undamaged condition, with an empty waste water tank, a clean and empty toilet and a full tank of diesel. Exterior washing is not necessary. A charge of £50 may be imposed for any vehicle returned with a dirty or unemptied toilet. Additional reasonable charges may be deducted from the security deposit for stain removal from upholstery or carpets, additional

cleaning time if the motorhome is returned with an unreasonably dirty interior, or any other damage.

In the event of damage resulting in a valid insurance claim the hirer is responsible for payment of the insurance excess of £500.

**The hirer is responsible for payment for:**

- **Any damage to windows, mirrors, windscreen or tyres.**
- **Wilful damage, neglect of care or accidental damage** (e.g. a tin falling out of a cupboard and damaging a worktop).
- **Any costs incurred due to the fault of the hirer** (e.g. keys locked inside the vehicle or wrong type of fuel used).

Deposits are refunded in full provided that the vehicle is returned clean, undamaged and on time.

Examples of circumstances where deductions may be applied to this deposit are :-

- a). Where there is damage to the vehicle or contents. Charged at retail replacement part(s) cost plus an hourly labour rate for time spent on repair if necessary.
- b). Where the vehicle is returned in an unacceptable condition internally. Charged at an hourly rate for any excess cleaning time required.
- c). Unemptied toilets will be charged at £50 for emptying and cleaning.

## **5. Collection**

All motorhomes are collected from and returned to Oak Grange, Park Gate Lane, Richmond, North Yorkshire DL107HD. Please be on time for your vehicle collection and allow between 30 minutes and one hour for a full vehicle induction, during which time we will demonstrate full, proper and safe use of the vehicle systems and equipment. We will need to see both parts of the driving licence for each driver and proof of address for the named hirer (e.g. council tax, telephone or utility bill dated within the last 3 months).

## **6. Return**

It is important that you return the vehicle at the date and time specified in your Hire Agreement. Please plan your return journey to allow for foreseeable delays due to traffic. **Late returns may be surcharged at £50 per hour or part hour.** By arrangement, we can take a vehicle in at an earlier time than specified during business hours; however no refund of unused hire will be made. If you are delayed for any reason beyond your control (such as a major accident) please telephone to let us know so that we may inform the next hirer of any delay.

On arrival back at our depot, we will carry out a brief vehicle inspection. Please expect to allow up to 20 minutes for our inspection and sign-off. A full inspection and inventory check will be carried out within 48 hours and if applicable, reasonable damage charges will be deducted from your Damage/Security Deposit (see sections 3. and 4. above).

## **7. Safe and Legal use**

The hirer and all additional drivers are responsible for the safe and legal use of the vehicle on hire.

It is also the responsibility of the hirer to ensure that they have the relevant category on their driving licence to drive our vehicle.

All drivers must drive the vehicle with due care for the vehicle, their passengers and other road users. The vehicle is intended for leisure transportation on made up roads

only. It must not be used for any other purpose, such as racing, rallying, or trials. **Particular care must be taken entering/exiting gateways, negotiating around buildings and steep inclines (e.g. roll-on/roll-off ferries, where there is risk of grounding the rear). It must not be driven through deep fords, or saltwater.**

**All drivers must be aware of the overhead height of the vehicle (approx 3 metres) and are responsible for all damage due to hitting an overhead obstruction, such as height restrictions into car parks. Such damage is not covered by the insurance and the hirer will be responsible for all repair costs.**

## **8. Drivers**

Two drivers are allowed for each motorhome hire. **Each driver must have held a full UK/EU licence for at least two years, be aged between 25 and 75, with no motoring convictions and not more than two speeding offences in the last three years.** Spent convictions as covered by the Rehabilitation of Offenders Act 1974 may be disregarded. At the commencement of hire each driver must present their driving licence (both parts of a photocard licence are required). Insurance may be declined or an additional insurance surcharge may be payable for drivers who meet any of the following:

- You have any medical condition which may affect your ability to drive safely which you are required by law to inform DVLA about. If you are involved in an accident and it is found that your health condition was a contributing factor, you may be prosecuted and your insurance may not be valid if you have not informed DVLA. (For more information see [www.direct.gov.uk/en/Motoring/DriverLicensing/MedicalRulesForDrivers](http://www.direct.gov.uk/en/Motoring/DriverLicensing/MedicalRulesForDrivers)).
- Persons who have had insurance cancelled/declined and/or insurance renewal refused and/or special insurance terms imposed as a result of claims experience.
- Persons engaged wholly or partly in professional entertainment or professional sports.
- Jockeys and persons connected with racing of any sort.
- Persons who whilst driving have been involved in more than one accident during the past three years.
- Foreign Service Personnel other than persons born in the UK.

**If any of the above criteria apply to you, please contact us as you may still be allowed to drive a motorhome but there may be a surcharge to pay. If our insurers levy an additional premium we will advise you of this as to how you wish to proceed. If insurance is declined we will inform you and return your deposit.**

## **9. European Travel (EU countries only)**

An insurance surcharge of £80 per week or part week is payable for travel to EU countries. Travel outside the EU member state countries is not allowed. See [http://europa.eu/about-eu/countries/index\\_en.htm](http://europa.eu/about-eu/countries/index_en.htm) to find out which countries are EU members.

## **10. Offences**

The hirer wholly responsible for any offences of any kind which occur while the vehicle is in your care, including (but not limited to) **parking tickets, congestion charges, speeding fines and road traffic violations.** Any fines or charges incurred during the hire period which arrive after return of the vehicle will be deducted from your Damage/Security Deposit or, if this has been returned, **charged to the card used to pay the security deposit,** or passed on to you. An **admin fee of £25 will be added for each offence.**

## **11. Security**

Whilst the vehicle is in your care, you are responsible for ensuring that all reasonable precautions are taken against damage to, or theft of or from the vehicle. When you leave the vehicle, ensure all windows and rooflights are closed, doors are locked and you have the keys. Do not give the keys to anyone else or permit unauthorised persons to drive the vehicle.

**Your insurance does not cover theft of or from the vehicle if:**

- **The vehicle has been left unlocked;**
- **They keys have been left in it;**
- **Window(s) and or door(s) have been left open;**
- **You have allowed someone else to drive it and they take it away;**
- **Valuables have been left on display.**

Do not leave valuables, Sat-Nav or the TV/DVD on display, or leave the vehicle in a vulnerable position, such as on a junction or street corner, poorly lit or unsuitable areas. If you have hired bikes ensure that they are securely locked at all times. If you have failed to follow the simple precautions above you may be liable for any associated costs for replacement and repair.

## **12. Accident**

In the event of the Motorhome being involved in an accident arising out of the use of the vehicle you must obtain the names, addresses and contact details of any third parties involved or witnesses and report the accident to the local Police. If at all possible, please take as many photographs as you can of the whole scene from several angles and close ups of any damage to all vehicles/property. You must contact us at the earliest reasonable opportunity and complete an accident report form, as supplied. Do not make any admission of liability, settlement offer or other like offer.

## **13. Car Parking**

Free car parking, at owner's risk, is offered in our secure car park for the duration of your holiday.

## **14. Smoking**

**smoking is not permitted in any of our vehicles.** Any evidence of smoking may result in a **£75 cleaning charge.**

## **15. Animals**

Well behaved dogs or other pets are welcome, subject to the vehicle being returned in a clean and undamaged state. A charge of at least £75 will be made for any evidence of excessive dog hair, dirt, urination or other damage caused by pets.

## **16. Payment**

We accept payment of reservation deposit and damage/security deposit by all major credit (3% charge) or debit cards, BACS transfer or cheques in UK Sterling, or via PayPal. Any remaining hire balance may be paid in cash. **Please be aware there is a 3% charge for any credit card transactions. This includes payments and refunds of the £500 damage deposit.**

## **17. Base Vehicle (Chassis) Breakdown**

In the unlikely event of vehicle breakdown, please contact us first as soon as is reasonable so that we can assist as necessary, before phoning for Recovery: Please see contact details within your vehicle information pack ('Noddy Guide') for contact telephone numbers for your European wide breakdown and recovery policy for your vehicle. The cover includes roadside repair, recovery, onward travel and alternative accommodation for all passengers if a replacement vehicle is not available.

## **18. Habitation Equipment or Accessory Breakdown**

Full breakdown cover is provided for mechanical faults of the base chassis of the

Motorhome (see Section 18. Above). On board equipment (such as the cooker, heater and fridge) are also covered by warranty. Breakdown of an item of on-board equipment may not render the vehicle unusable or necessitate the ending of your holiday. In the first instance, please contact us so that we may establish whether the problem can be resolved during the hire period and advise you what to do. This may mean a visit to a Motorhome dealership or repair centre. Reasonable agreed costs, supported by a VAT receipt, will be reimbursed but **please contact us for authorisation first**. Please do not attempt DIY repairs.

#### **19. Vehicle Maintenance**

The driver is responsible for the roadworthiness of the vehicle and the safety of the passengers. Each vehicle is checked prior to despatch and you are required to monitor oil, engine coolant, windscreen washer fluid level and tyre pressures.

#### **20. LPG Gas**

At least one full gas bottle will be supplied with the vehicle (Calor Propane 6kg). Two bottles will be fitted; the first will be connected and at least partially full. When this runs out, connect to the spare (full) bottle and purchase another full gas bottle from any Calor outlet. In this way, the vehicle leaves with at least one full gas bottle and returns with at least one full gas bottle. If you return the vehicle with an empty gas cylinder the cost will be deducted from your security deposit.

#### **21. Fuel**

**The vehicle runs on diesel fuel and is despatched with a full tank. The vehicle must be returned with a full tank. Any fuel required on return will be charged at the prevailing rate per litre plus a £25 refuelling charge, which will also mean delay in completion and sign-off. YOU WILL BE LIABLE FOR ANY COSTS IF YOU REFUEL THE VEHICLE WITH THE WRONG FUEL – ONLY USE DIESEL!**

#### **22. Cancellation**

Once a vehicle has been reserved for you it cannot be hired to someone else for the same period. As the commencement date of hire approaches, the likelihood of us being able to rebook the vehicle, should you cancel, reduces. Therefore, the following cancellation policy applies:

- The £250 booking confirmation deposit is non-refundable.
- More than 4 weeks prior to commencement of hire – the remaining balance of any hire fee paid will be refunded in full.
- 2 – 4 weeks prior to commencement of hire – 50% of any hire fee paid will be refunded.
- **Less than 2 weeks prior to commencement of hire period or non-arrival for collection – no refund will be made.**

#### **23. Ownership**

The vehicle you hire belongs to Seekers Motorhomes Ltd. Oak Grange, The Great North Road, Richmond North Yorkshire. DL107JL You must not attempt to sell, rehire, or make representation of the vehicle to any other party.

#### **24. Substitution**

Occasionally circumstances outside our control can result in us having to substitute an alternative vehicle. In this event, the substitute vehicle will be of comparable or higher specification, with the correct number of berths and seatbelts to meet your needs. We will do our utmost to provide you with a similar vehicle to the one you booked but if the same layout is not available you may be provided with an alternative layout motorhome.

#### **25. Amendments**

These Terms & Conditions may be amended at any time without notice. If an amendment is made prior to the commencement of hire you will be issued with

revised Terms & Conditions.

We reserve the right to:

- Vary rates and conditions at any time.
- Refuse to hire to any person(s) for any reason and not to hand over the vehicle if we believe the hirer is not suitable for any reason.
- Terminate the contract and repossess the vehicle at any time due to breach of these terms and conditions, misuse, damage or accident.

#### **26. Force Majeure**

We will make every effort to ensure that the reserved Motorhome is available for collection by you at the correct time. If, due to circumstances beyond our control, this is not possible and an alternative Motorhome is not available our liability is limited to the refund of all monies paid by you.

The hirer accepts that Seekers Motorhomes Ltd's decision on any issue in relation to these terms and conditions is final.