

TERMS & CONDITIONS

Lakeland Explorer Motorhome Hire

This agreement is made between Lakeland Explorer Motorhome Hire and the named Person/s on the agreement. There will be a £1000 security deposit taken for damage purposes & insurance excess, which will be fully refunded on the safe return of the clean, undamaged Motorhome after 10 days.

The price of the hire includes fully comprehensive insurance for one driver. If you require an extra driver, please let us know and we can add them on at an additional cost. The driver(s) must bring with them a valid and in date photo driving licence and a copy of two recent utility bills (at the same address and less than 3 months old) to prove your identity. If you fail to show these documents on day of hire, then any fees paid will be forfeited. There may be additional charges depending on the driver details (e.g any endorsements). If you or the additional driver have had an accident in the last two years, please inform us for insurance reasons as there may be added costs. All drivers must be between the ages of 25 and 75.

All drivers must be present to collect the vehicles. Lakeland Explorer Motorhome Hire hires the Motorhome (including any replacement vehicle) to you subject to this Rental Agreement which incorporates these terms and conditions and the information contained within the terms and conditions. In entering into this Rental Agreement, you accept these terms and conditions and confirm that you acknowledge that the Motorhome is owned by us and that any attempted transfer or subletting of the Motorhome by anyone other than us is prohibited and a criminal offence. We permit you to use the Motorhome on the terms of this Rental Agreement only. The hirer must not permit any other person not listed as an authorised driver on the booking form to be in control of the hired vehicle at any given time.

PLEASE NOTE:

Personal possessions are not covered therefore the hirer is advised to take out their own travel insurance to cover loss or personal injury.

Except where otherwise stated the following words have the following meanings in the Agreement:

"The Motorhome"- This means the Motorhome hired to you under this Agreement and as specified to you by us including all tyres, tools, accessories and equipment.

"You"- The person or persons signing this Agreement.

"The Agreement" = "Terms and Conditions"- Agreement means this Vehicle Rental Agreement and any document expressly referred to in this agreement including any insurance document, motor rental agreement, additional handover documents and the terms and conditions.

"Security Deposit"- The sum of £1000 as detailed above, paid on collection.

"Booking Deposit"- A £200 deposit, paid at time of booking either by bank transfer, debit/credit card.

"We/us"- Lakeland Explorer Motorhome Hire.

"Driver"- Is each and every person who is named as a driver on the Vehicle Rental Agreement and legally permitted to drive the Vehicle.

"Excess"- Is the insurance excess payable in the event of an insurance claim this is addition of the security deposit.

"Hirer"- Means the person or persons nominated as the hirer.

"Living Equipment"- Includes but not limited to dinner set, cutlery, cooking utensils and any other items or extras provided in addition to the hired Vehicle.

"Rental Period"- Means the hired period referred to on the Booking invoice.

"Handover"- Means collection and return of vehicle.

Booking Confirmation & Payment

When booking a Motorhome, a £200 non-refundable deposit must be paid to confirm the booking along with the signed terms and conditions, this will then be a contract that will come into effect.

The balance is due six weeks before the hire date commences, in the event of booking made less than 6 weeks of the hire date the full amount is required.

Confirmation of the booking will be emailed to you after the deposit has been paid, until a deposit is received your booking will not be confirmed.

Choice of Motorhome

Although we make every effort to have the Motorhome of your choice, we must allow for unforeseen circumstances (e.g vehicle break down, mechanical fault, late return/ damaged sustained from previous hirer) we reserve the right to provide you with a suitable comparable or superior alternative, without notice upon collection. Should a substitute not be available upon collection, we will be responsible for a refund for monies received by us. **We would advise the hirer to take out their own cancellation insurance.**

Changes or Cancellations by the Company/ Hirer

Very occasionally we may need to cancel your booking, in such circumstances you will be given a full refund, but we shall have no further liability to you arising out of such cancellation. We will however, use reasonable endeavours to try and re-locate any confirmed booking cancelled by us to an alternative Motorhome hire supplier of a similar standard.

Lakeland Explorer Motorhome Hire reserve the right to cancel the hire in the event of an invalid driving license, personal insurance has been declined for a reason of if the Terms and Conditions are not met. The cost of the hire will not be refunded in these circumstances. A no show for collection will result in the hirer forfeiting their monies. All cancellations must be notified in writing to us as soon as possible. **We would advise the hirer to take out their own cancellation insurance.**

Charges

If on arrival to collect your vehicle and your licence is unacceptable due to endorsements or defacement, you will be unable to hire the vehicle and no monies will be refunded to you.

Additional charges that may arise includes (but are not limited to) loss of or damage to the vehicle and its contents during the rental period and/or until the vehicle is examined, insurance excess, refuelling service charge (e.g wrong fuel used) along with replacement of fuel, any additional driver charge, extra cleaning charge and any road tolls or fines for charges arising from traffic or parking fines during the rental period.

We are not responsible for any damage in connection with any accident caused by you, nor are we responsible for any loss from the vehicle. Our insurance policy protects us and any authorised driver against legal claims from any other person for death or personal injury or damage to any other person's property caused by the use of vehicle on the road, on condition you report all such incidents to us during the rental period or on return of the vehicle (and you are using the vehicle within the terms and conditions and those of the insurance company). The terms and conditions of our insurance company are included. IN the event that any third party suffers death, personal injury and damage to property caused by use of this vehicle which involves a breach by you or any authorised driver of any of the terms and conditions of this Agreement, and that of our insurance policy, you agree to reimburse us if we are obliged to compensate (a) the insurers for any payment they make to a third party on your behalf and/or (b) and third party.

PLEASE NOTE

If an insurance claim is made against a third party and the hire of the vehicle you are responsible for a £1000 excess (or excess of a greater amount if you are notified before the rental period commences about such change to the excess due) which is due in each and every incident and include loss or damage to equipment, fixtures and fittings or third-party property. The excess applies in respect of each claim. The insurance does not apply to windscreens, windows, wheels, tyres, the underside, the roof and the interior, towing charges, or where the vehicle is driven off road or on unsurfaced roads or without due care and attention, negligently, recklessly or where the driver is under the influence of alcohol or drugs. Your liability to pay the cost of the damage will therefore not be waived in these cases and you may be liable for the full cost. In respect of windscreen damage a separate policy excess charge of £100 may be levied.

Drivers Licence, Health and History

Drivers must be over the age of 25 years and under 75, in good health and hold a full driving licence. "Good Health" means that you have no mental or physical disabilities which could interfere with your ability to drive, for example (but not limited to) stroke, deafness, heart conditions, diabetes, loss of limb, loss of sight in an eye, epilepsy. In addition, you must not be taking drugs likely to affect your driving or drugs prescribed by a registered medical practitioner for treatment of drug addiction.

You will need to have held a UK licence for at least two years or a European Union licence for at least three years. We will require the driving licence numbers and other identification for all those intending to drive when you make the booking.

We will need to see the photo driving licences for all named drivers, if not issued with one then the paper license along with some form of photo ID and 2 recent utility bill less than three months old (for each driver) on collection of the vehicle. Copy of the documents must also be sent to Lakeland Explorer Motorhome Hire within 7 days of booking confirmation.

PLEASE NOTE: a copy of the front and back of the license is required.

A maximum of two drivers is allowed by our insurers. You cannot drive away without us having sight of the originals and having received a copy of your licenses and ID documents.

Failure to provide accurate information may invalidate the insurance and render you liable for all losses howsoever sustained including claims by third parties.

You warrant that all information supplied to us in connection with this agreement is true and complete. In particular, on collection of the vehicle you warrant that information supplied with the original booking has not changed, including but not limited to number of points on a driver's licence. Should your health change between

the time of making the booking and the date of collection the vehicle, you should inform us immediately with full details of your new circumstances.

Handover/ Collection.

The handover/ collection of the vehicle is from **3pm** on the day hire commences unless previously arranged and agreed with us, we will always try to accommodate a more suitable time but this cannot be guaranteed and could incur an additional fee. The handover procedure will take approximately 30-40 minutes, therefore please allow time for this when planning your trip. The hirer acknowledges having received the vehicle in a clean condition and in sound working order in accordance with the vehicle handover check list. Vehicle handover cannot take place unless all relevant documents are presented for each driver. Where a vehicle has previously been returned with a mechanical or cosmetic defect Lakeland Explorer Motorhome Hire may need to delay the handover whilst these issues are resolved. The hirer agrees that a delay of 2 hours will be acceptable to resolve the mechanical issues and that any residual cosmetic damage which does not compromise safety will fail to be good reason for the hire to be cancelled. A £1000 refundable security deposit will be taken on the day which will be held for 10 days if the hire exceeds this then the hirer gives permission for Lakeland Explorer Motorhome Hire to renew the security deposit in the hirer absences to cover the remainder of hire and allowing inspection time upon return. The vehicle must be returned by 10am at the end of the hire, failure to comply with this will result in a late return fee of £50 for each hour overdue, the hirer will also be liable for any extra costs (such as compensation for the next hirer) we reserve the right to reimburse these costs from the security deposit.

Please return your vehicle on time.

If for any reason you will be late through circumstances out of your control the hirer must contact Lakeland Explorer Motorhome Hire immediately to notify us of approx. time of arrival. All vehicles come with a full tank of fuel at the commencement of hire and should be returned with a full tank failure to implement this will result in the cost of the fuel to be taken from the security deposit.

Obligation / Responsibility.

We will supply the vehicle to you in good overall and operating condition, complete with all necessary documents, parts and accessories. You agree to return the vehicle in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories at the commencement of the hire. Failure to do so could result in a charge at the cost for replacements. Removing batteries from any safety device within the vehicle is **strictly prohibited** unless prior arrangements or permission has been granted by us. The hirer must not carry more passengers than the seating capacity allows or allow the vehicle to be overloaded. The hirer must not remove the vehicle outside the UK. The hirer must ensure the vehicle is left secure when unattended. In the event of a breakdown all our vehicles are covered by breakdown service, please phone maintenance at Lakeland Explorer in the first instance as it may be a simple fault that can be fixed. In the event of a breakdown in unforeseen circumstances we cannot be held responsible for the cost of a replacement vehicle, alternative accommodation or alternative transport. We will do our very best to help, all our vehicles are regularly serviced and maintained to help prevent breakdowns from happening.

The hirer is not authorised to complete any repairs without permission from Lakeland Explorer Motorhome Hire. It is the hirers responsibility to ensure the vehicle is returned with the cassette toilet emptied, failure to do so the hirer agrees that the sum of £50 will be taken from the security deposit. The waste cannot be disposed of at our premises. The hirer agrees that the vehicle will be returned with the interior cleaned, failure to do so the hirer agrees that the sum of £50 will be taken from the security deposit.

You are not permitted to clean the exterior of the vehicle.

Condition.

You and Lakeland Explorer Motorhome Hire will check the condition of the vehicle at the start of the rental term and again upon the return. You will be asked to sign to say the inspection has been carried out and agree with any defects if any upon hire and again upon return. We recommend where possible to use the electric hook up to get the best of your vehicle. The vehicle is equipped with most things you will require with the exception of bedding and towels.

PLEASE NOTE. These vehicles are longer and higher than normal vehicles so care is needed to be taken with them, ensure you leave enough room when turning and if accompanied have a person help to guide you. The hirer is responsible to keep the vehicle in good working, e.g. check water, oil levels regularly, if any warning lights come on when safe to do so pull over and if unsure then contact maintenance at Lakeland Explorer Motorhome Hire, the contact number can be found inside the vehicle. During the hire period the hirer may park 1 car at our premises but do so at your own risk. We cannot accept responsibility for the loss of, or damage to your car or its contents. The keys for any vehicle parked on the premises must be left with a Lakeland Explorer member.

In the event of any items are missing / damaged from the inventory the charge of replacement will be made.

Accidents & Breakdown Procedure

Details of any accident must be reported to Lakeland Explorer Motorhome Hire immediately, ensure you make a note of time and brief statement of what occurred and where possible video/photographic evidence. Take details from the other drive (if any), details from witnesses i.e. names address, contact number so this can be passed on to us. The hirer **Must** obtain prior consent from Lakeland Explorer Motorhome Hire before giving instructions/permission for any repair or replacement parts.

If in the unlikely event the vehicle sustains a mechanical fault the hirer **Must** contact Lakeland Explorer Motorhome Hire first before arranging any recovery. In the event that breakdown occurs then Lakeland Explorer Motorhome Hire will make every effort to get you home but cannot be held responsible as all our vehicles are serviced and maintained regularly; therefore, we are not liable for any cost occurred in this i.e. accommodation, alternative transport.

Pets / No Smoking

All pets excluding guide dogs have to be approved by Lakeland Explorer Motorhome Hire at time of booking in certain vehicles, a £50 deep clean fee applies and any damages caused by the pet will result in the cost being taken from the security deposit.

We kindly ask that your pet is not left unattended in the vehicle at any time.

A strict **NO SMOKING** policy applies to all our vehicles along with any illegal substances and any form of vapour/electronic cigarette as the vapour tends to leave a residue within the vehicle, you will be liable for the cost of a professional clean to its equipment plus any damages or smoke contamination to the vehicle or the contents through smoking.

Data Protection

For the purpose of the General Data Protection Regulation 2018, Lakeland Explorer Motorhome Hire or any subsidiary of Lakeland Explorer Motorhome Hire may hold and process by computer or otherwise the information given to Lakeland Explorer Motorhome Hire by the hirer or any additional driver in order to provide the requested service/hire. Personal information supplied may be disclosed to a third party for identity validation purposes, to assist with the provision of the requested services/hire, or subject to a valid request made under the GDPR. All such documents will be destroyed after hire ends.

Some vehicles may be fitted with forward facing cameras, this will be solely for the purpose of recording footage in the event of a collision.

Complaints Procedure. Any complaints should be submitted in writing to Lakeland Explorer Motorhome Hire within 14 days of the end of the period of hire.

Governing Law. This agreement is governed by and constructed 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. Lakeland Explorer Motorhome Hire reserves the right to vary the rates and terms and conditions of hire at any time and to decline hire to any person at any time without reason.

The hirer is to sign, date below and return to say they have read, understood and will comply with all Terms and Conditions laid out by Lakeland Explorer Motorhome Hire.

Hirer/Driver 1

Sign----- Date----- Print-----

Hirer/Driver 2

Sign----- Date----- Print-----