



In these terms and conditions 'Lux Motorhome Hire' will be known as LMH.

'DRIVER / CUSTOMER / HIRER' means the person(s) nominated as the driver(s) under the RENTAL AGREEMENT.

'RENTAL AGREEMENT' means the document read and signed by the hirer on the booking form.

This includes details of 'Customer', 'Vehicle Details', 'Rental Period' and 'Departure Checklist'.

Hire Period' refers to the dates agreed in the Rental Agreement. All prices quoted and charged are in £ (GBP).

### **HIRE RATES QUOTED INCLUDE**

- 1500 Weekly Milage unless Unlimited Milage extra has been purchased.
- Fully Comprehensive Insurance.
- 24-hour UK Breakdown & Roadside Assistance.

### **HIRER(S)/DRIVER(S) REQUIREMENTS**

- All drivers must be between 25 and 79 years of age.
- Driver(s) must hold a valid full driving licence for at least 24 months (UK/EU Licence).
- Driver(s) are personally liable for all legal penalties during hire period.
- At the booking of hire the driver(s) must produce current driving licence(s) and another form of photo ID if 'old style' 'paper driver's licence is held.
- Proof of address in the form of 2 recent utility bills or such like (dated within the last 3 months). Council Tax can be an annual bill.
- Drivers with driving licences other than UK/EU, please call us to check eligibility.
- Driver(s) licence(s) must have no more than 6 points in the form of minor '3 point' offences such as speeding or parking etc. (A 'one off' 6-point endorsement may be subject to an insurance surcharge – call us to discuss).
- Driver(s) must have no more than one insurance claim (fault / no fault) in the last 5 years.
- Driver(s) licence numbers must be submitted along with the booking form.
- The price covers one named driver. Additional drivers may be added at an additional charge of £10 per driver per week (maximum of 2 additional drivers).
- Our insurers will not cover the following persons: persons engaged in professional entertainment or professional sportsmen, jockeys (and persons connected with racing, gaming or press of any sort), undergraduates and or students under 25 years of age and foreign service personnel (other than persons holding a full UK / EU licence for two years or more).
- We require the hirer to set up a driver's licence 'check code' two weeks prior to departure.

- This is a requirement of our insurer which allows us to view current driver's licence information and save time on departure day as per instructions on the [www.gov.uk](http://www.gov.uk) website.

### **INSURANCE AND STANDARD EXCESS**

- Fully comprehensive insurance is provided by LMH to the driver(s) named on the agreement holding a UK, Republic of Ireland or EU Driving License.
- Insurance for the named driver(s) holding a non-UK driving licence, non-Republic of Ireland or Non-EU driving licence will be charged at an additional £2.50 (GBP) per day.
- The quoted hire rate includes a standard insurance excess of £800 for persons between the ages of 25 – 76 years, or £1000 for persons between the ages of 76 – 79 years.
- In the event of any damage to either the vehicle or third-party property the hirer will be liable for the excess stated in the Insurance Requirement Document as applicable.
- Driving by an unauthorised driver invalidates insurance.
- It is a criminal offence to drive without insurance in the UK and Ireland punishable at law. Failure to declare an accident is a criminal offence punishable at law.
- The theft of a LMH Vehicle will not be covered by insurance if the ignition keys are left in or on the vehicle whilst unoccupied and the hirer shall be held fully responsible for the incurred cost and the replacement vehicle.
- Insurance does not cover or include the hirers' personal belongings.
- Insurance does not cover cost for replacement or repair of windows or tyre damage for which the hirer is responsible.



### **ACCIDENTS OR DAMAGES**

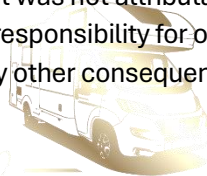
In the case of an accident, please ensure that you follow procedure:

- Obtain the names and addresses of third parties, witnesses and registration numbers.
- Report accident to the police and any emergency services required.
- Do not accept blame or insist that the other party is at fault.
- Take photographs of scene and damage.
- Phone us at our base or on the duty phone.
- Complete accident report form in the vehicle and note everything down.
- Under no circumstances should you attempt to start or drive a vehicle that has been involved in an accident without permission.
- Depending on availability and at our discretion, we will endeavour to provide a substitute vehicle, subject to location and length of hire remaining.

### **BREAKDOWN COVER**

- LMH will supply a full breakdown cover to cover any mechanical faults.

- You must notify us immediately should any vehicle warning lights indicate a potential malfunction or if a breakdown has occurred.
- This cover does not include the following:
  - Any Breakdown call out charges incurred by the hirer through operator error like the vehicle running out of fuelled or being incorrectly fuelled, flat vehicle batteries caused by incorrect usage of the batteries, lock out or keys being lost, flat or damaged tyres will be the responsibility of the hirer.
  - The vehicle is unattended at the time the breakdown Cover Representative arrives at the breakdown location.
  - Call out charges for non-mechanical faults.
  - The Vehicle is not on a public or formed road, trapped, bogged.
- The Customer shall not arrange or undertake any repairs or salvage without the explicit authority of LMH except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.
- LMH liability in the event of any loss, damage or mechanical breakdown extends only to a refund of a portion of the hire charge for any full days the customer is unable to use the vehicle due to mechanical breakdown that was not attributable to the actions or inactions of the customer. LMH has no liability or responsibility for out of pocket expenses, accommodation charges, travel costs, meals or any other consequential costs resulting from any loss, damage or mechanical breakdown.



#### **REFUNDABLE SECURITY DEPOSIT**

- A refundable security deposit is applicable for each hire period. This is based on the insurance requirements and included in the insurance requirements document.

This covers the excess on our insurance policy, Damages any other issues upon return of the van.

A credit card authorization payment has to be made to charge your credit card for the insurance excess or any additional unpredicted expenses.

The following conditions apply:

- No damage to the Motorhome or any third party.
- Motorhome returned to the agreed location, on the agreed date and time.
- Motorhome returned in the same condition as it was let out, the interior clean including all cooking appliances.
- All items are returned at end of hire in clean and full working order as per the 'Departure Check list' in the Rental Agreement.
- No fines, penalties or charges have been incurred. If LMH receives a penalty after the hire you will receive a police prosecution notice and will be charged for the extra costs made by us.
- No loss or damage whatsoever to equipment, fixtures, fittings, windows, tyres

or negligent damage to the vehicle.

- The hirer agrees to pay LMH any additional costs over and above the security deposit value, should damages exceed the security deposit value. In the event of any damage to either the vehicle or third-party property that involves an insurance claim, the hirer will be liable for the for us to retain the security deposit provided at the start of the agreement.
- The Customer irrevocably authorises LMH to Deduct from the security deposit any amounts due arising out of this agreement. Should the Security Deposit be insufficient to cover the cost of any repair/replacement.

The Customer authorises LMH to deduct any additional sums due from the customers debit/credit card in respect of any shortfall.

LMH shall provide evidence of all costs associated with repair/replacement work undertaken prior to deducting any additional sums.

- A cleaning fee of £75.00 will be charged if the vehicle is not returned with the interior in a clean condition. Incl. The toilet emptied and cleaned.
- LMH reserves the right to have overall say regards the internal and external condition of the vehicle including all upholstery and work surfaces, and the cleanliness of all supplied utensils.
- A full tank of fuel is provided at the start of the hire period and must be returned full. You will be charged £120 for not topping up the tank.

The Security Deposit will be used if fuel tank not returned full.

- Unauthorised late return of vehicle will result in a charge of £10 per 30 mins.
- The vehicle has not been smoked in as not allowed (£800 cleaning fee)
- LMH is **not** pet friendly. When this rule is broken a (£800 cleaning fee have to be paid)
- LMH reserves the right to increase the security deposit for specific events e.g.: festivals or rallies Hire periods.

## COLLECTION AND RETURN

- Vehicles are available for Collection from 10.00hrs / Return by 15.00hrs
- Non-standard collection/return locations will incur additional charges.
- Collection: Please allow 1 hour for the hand-over at the depot – to complete the documentation and demonstrate your vehicle to you. Please allow the same on your return.
- Return: The vehicle must be returned on the date, and before the time stated on the rental agreement.
- Vehicles must be returned clean and in the same condition as they leave the depot, otherwise a charge will be made.
- A full tank of diesel is supplied with the vehicle at the commencement of hire and the hirer will return the vehicle with a full tank of Fuel.

Any shortage will be charged to the hirer. See section 4 for further details.

- Late return: If you will be late returning, LMH must be advised immediately.

- Failure to advise may result in prosecution for driving whilst uninsured.
- An additional charge of £10 (GBP) per 30 minutes will be made for unauthorised late return of the Motorhome to proceed the Insurance.
- Please be on time as we need to prepare the Motorhome for the next customer.

## **LIABILITIES**

- We accept no liability for replacement vehicle costs, travel, or accommodation costs or any other consequential loss claims arising from breakdown, accident or any other such related causes.
- All accidents must be reported immediately by telephone to 07535648515, including via WhatsApp, this will allow you to send photos/videos of incidents.
- An accident report form must be completed at the termination of hire.
- The hirer shall be liable for all costs and expenses incurred for speeding, parking fines and for other offences committed against the Road Traffic Act or traffic regulations.
- You are required to check tyre pressures and engine fluid levels as specified in the driver's manual.
- Upon return the Company's representative will check the vehicle for damage, cleanliness etc., including the condition of the tyres and windscreen which is not included in the Company's insurance cover, any such damage is the hirer's responsibility.
- The hirer is required to keep the vehicle under their control throughout the hire period.
- The Motorhome must always be locked when unattended.
- The hirer must use the cleaning product provided and do not dry any wet clothes or other wet articles on the Motorhome exterior or interior.

## **PARKING CUSTOMERS VEHICLE**

LMH has parking available for one vehicle during the hire period at the Customers own risk. LMH cannot accept any liability for loss or damage to the Customers Vehicle or Contents.

## **FORCE MAJEURE**

Neither party shall be liable for any breach of this agreement caused by an event of Force Majeure.

'Force Majeure' means one of the following types of events: Acts of God, flood, drought, earthquake, or other Natural Disaster; Epidemic or pandemic; Terrorist attack, civil war, civil commotion any law or any action taken by government or public authority.

## **BOOKING PROCESS AND PAYMENT TIMESCALES**

- Bookings can be made via the website.
- Upon request, LMH will send the hirer a Booking Form, T&C's, and FAQs.
- An Invoice will be sent to the customer and the reservation is secured when LMH acknowledge receipt of a completed Booking form and cleared funds for Deposit (£200 of the booking invoice). Your Deposit is due within 7 days of the Invoice date.

- If we do not receive your Deposit by this date, we reserve the right to cancel your booking.
- We accept payment by BACS bank.
- The booking deposit is non-refundable.
- Once the reservation is confirmed, an invoice will be issued for the remaining balance.
- The balance of the Hire Price must be paid a minimum of 6 weeks before the start of your Hire Period.
- If we do not receive the balance of the Hire Price by the due date, we reserve the right to cancel your booking and in the event that we do so, you agree that LMH may retain your Deposit.
- If the start of your Hire Period is less than 6 weeks from the date, we send you an Invoice that needs to be paid in full within 7 days of the invoice date to secure the booking.
- Vehicles will not be released without full payment being completed.

### **CANCELLATION BY LMH**

LMH reserve the right to cancel a reservation at the proposed commencement of hire as follows:

- Named Driving Licence(s) is not produced or valid in accordance with stated conditions.
- Failure to provide photo ID if 'old style' paper driving licence is held.
- Failure to provide proof of address in form of 2 recent utility bills dated within last 3 months.
- Failure to provide cleared funds for Security Deposit on or before departure date.
- Over occupancy of vehicle, maximum 4 occupants.

No refund will be offered in these circumstances.

- LMH reserve the right to refuse to hire to any person, without stating cause.

### **CANCELLATION BY HIRER**

In the event of a cancellation by the hirer the following charges shall be incurred:

- More than 6 weeks before departure date: £200 cancellation fee.
- 6-4 weeks before departure date: 50% of the total booking .
- 4 weeks to 'no show' on departure date: 100% is retained.

### **VIOLATIONS OF TRAFFIC LAW AND REGULATIONS**

Driver(s) is/are personally liable for all legal penalties and fees pertaining to any traffic violation infringements under current Road Traffic Legislation.

- LMH will hold your security deposit for 14 days after the rental agreement finishes.
- In case any traffic violation infringements are presented to LMH for your hire period.

The driver(s) will still be liable for any penalties and fees received after this period.

LMH will notify the driver(s) of any speeding or parking fines and an administration charge of £50 (GBP) for each infringement incurred throughout the hire period.

## USE OF THE VEHICLE

**\*FAILURE TO ADHERE TO ANY POINTS BELOW WILL INVALIDATE THE INSURANCE.\***

During the rental period, the hirers agree that the vehicle will not be:

- Driven other than in a cautious, prudent, and normal manner or used in a manner which could cause damage.
- In breach of UK speed limits.
- Driven in a prohibited area.
- Driven by a person under the influence of alcohol or drugs or with a blood alcohol level more than that permitted by law.
- Driven by persons under the age of 25 years.
- Driven by a person who is unauthorised to drive the vehicle as set out under the heading 'Driver details' of the

LMH Rental Agreement.

- Used to carry more persons than is detailed on the rental agreement.
- Left with the ignition key in or on the vehicle while it is unoccupied (invalidates insurance).
- Damaged by submersion in water or in contact with salt water.
- Used for any illegal purpose for any race, rally, or contest.
- Used to tow any vehicle or trailer.
- Used to carry passengers or property for hire or reward/payment.
- Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material, apart from the LMH.

provided gas bottle.

- Driven on any road surfaces other than sealed / bitumen roads.

## CONDITIONS OF THE HIRE

- The company's Motorhome rental agreement is the sole contract for hiring the vehicle between LMH and the hirer(s), driver(s) and/or passenger(s).
- The company takes no responsibility for any delay, loss, damage, or injury that a hirer might experience no matter how it is caused or by whom.

## USE OF PERSONAL DATA

- When the customer books the vehicle, LMH collect personal information such as name, home address, email address, Telephone number, driving licence number, credit/debit card number, security code and expiry date. This information allows the vehicle to be booked and insured. The Customer's identity will be shared with the Insurance company if required. LMH will not share or sell any personal data with any other company or individual.

## **COMPLAINTS**

LMH are contactable on 07535648515 throughout the rental period.

All faults, damage or complaints must be reported immediately on this number or at the latest on return of the vehicle.

In the event that a complaint is not satisfactorily resolved upon return, the hirer must inform LMH in writing within 14 working days.

by email: [booking@luxmotorhomehire.uk](mailto:booking@luxmotorhomehire.uk)

## **GOVERNING LAW**

This agreement shall be governed by the laws of the United Kingdom.

Any dispute may be settled in the courts of that country.

