

## Terms & Conditions

**We all hate the small print but this bit sets out what you can expect from us and what we require from you.**

**'We' 'Us' or 'Our'** means us - Cornish Motorhome Hire - David Maynard, Upton Farmhouse, Upton Cross, Liskeard, Cornwall PL14 5AZ.

**'You' or 'Your'** means you - the person who signs the rental agreement as the lead Insured Driver/Hirer.

**'Rental Period' or 'Your Holiday'** means the hire period agreed on the rental agreement.

**'Vehicle'** means our motorhomes 'Moongazer' HF18 BFU; 'Sundancer' WX17 DLE; 'Beachcomber' WK68 CSV or our campervan 'Finn' HD55 HYO and includes tyres, tools, accessories and living equipment.

**1. Deposit:** Every booking requires a non-refundable £250 deposit; once that's done then your booking is confirmed and the remaining balance is due 6 weeks prior to departure. We will have to cancel your booking if the balance payment is not received in time and your deposit is forfeit. Payment is by bank transfer only please.

**2. Cancellation:** If you have to cancel your holiday once you have paid the balance payment, we will do our best to re-hire the vehicle and refund your balance payment. If we cannot re-hire in time, we reserve the right to retain 50% of your total hire charge if you cancel between 4-6 weeks prior, or 100% of total hire charge if you cancel with less than 2 weeks prior.

**3. Europe:** There is no additional charge for European travel and our insurance (including roadside assistance) covers you for all European Union countries. Please don't travel outside of the EU, you won't be insured.

**4. Mileage:** There is a mileage limit of 1,400 miles per week or 200 miles per night pro-rata. Additional mileage bundles can be purchased either in advance or whilst you are on the road. Just call us to arrange.

**5. Collection & Return:** Our address is: Upton Farmhouse, Upton Cross, Liskeard, Cornwall PL14 5AZ.

- **Collection:** Please allow 90 minutes for the hand-over and to confirm your previously supplied ID and demonstrate our vehicle to you. Both driver(s) must be present at collection and don't forget your driving licences/passports; originals of ID and a debit/credit card for the security deposit. You will receive our vehicle in good working order; clean; full tank of diesel and either bottled gas or a charged gas system depending on the vehicle.
- **Return:** Please return our vehicle on time and allow 30 minutes for the hand-back. We want you to have enjoyed a wonderful holiday in our vehicle and we ask that you look after it as if it was your own. Please return it undamaged; with a full tank of diesel; gas bottles (if supplied); the refillable gas system topped up (if applicable); empty waste/grey water tank; flushed toilet cassette and the interior clean and tidy. We would hate to have to charge an additional fee for exceptional cleaning; upholstery valeting or emptying the toilet cassette and if we have to do any of those an additional fee of £75 will apply. Please also ensure you return our vehicle with a full tank of diesel; any shortfall will be deducted from your security deposit, along with a £75 fee.

- Cornish Motorhome Hire, Upton Farmhouse, Upton Cross, Liskeard, Cornwall PL14 5AZ
- Tel: 01579 364087 Mobile: 07986 073469 Email: [david@cornishmotorhomehire.co.uk](mailto:david@cornishmotorhomehire.co.uk)
  - Website: [www.cornishmotorhomehire.co.uk](http://www.cornishmotorhomehire.co.uk)

- **Late return:** If you are going to be late, tell us straight away. We reserve the right to charge a £100 per hour late return fee which may be used to compensate other holidaymakers who are made to wait for our vehicle. This fee will also include the additional administration in the extension of your insurance.

**6. Vehicle Equipment:** We will make sure everything on our vehicle is operating correctly when you collect it and ensure you understand how it all works as part of our collection tour. If anything on board fails during your holiday please call us straight away. We will try our best to get it up and running again but this may not always be possible.

**7. Security Deposit:** There is a refundable £750.00 security deposit payable for UK hires and £1,000.00 security deposit for European hires, paid by debit/credit card prior to departure. This is held in case of costs arising from accident; damage; parking/penalty notices or failure to abide by these terms & conditions. On taking delivery of our vehicle, you authorise us to deduct any amounts due to us. This security deposit balance will be refunded back to your debit/credit card within 10 working days of our vehicle being returned as long as there are no outstanding insurance claims. It will not be refunded on return of our vehicle. We reserve the right to take any action to recover from your credit/debit card issuer all amounts due by you.

**8. Use of our Vehicle:** We ask that you treat our vehicle as your own and ensure it is driven in a cautious and prudent manner. Only the agreed drivers may operate it and it may not be driven under the influence of drugs or alcohol.

- Make sure the ignition key is never left on board while our vehicle is unoccupied as it invalidates your insurance and take care to leave any valuables hidden.
- Only carry the agreed number of passengers and ensure they wear the seatbelts supplied. Children should use the appropriate child seats (we don't supply these).
- Please ensure that our vehicle is only driven on sealed/bitumen roads, or in the case of an organised festival/event, only in the areas indicated by the organisers. Take care not to get stuck in soft ground. There are traction mats on board to assist you should this happen and towing points on the vehicle. Please note that you will be responsible for any towing/recovery charges should our vehicle become stuck.
- Take all reasonable steps to properly maintain our vehicle, including checking oil and coolant levels, tyre pressures and batteries. In the event of mechanical breakdown involving the drive train, clutch or engine, tell us immediately. No action or repair should be undertaken without our express permission.
- You are responsible for the cost of repairing or replacing tyres damaged during the rental period.
- Our vehicle runs on DIESEL. If you accidentally use the wrong fuel at the petrol station DO NOT start the engine as this will cause serious damage. Call us immediately. You will be responsible for any associated charges to clean the wrong fuel out.

**9. Smoking:** Our vehicle is strictly non-smoking and we reserve the right to charge the additional valeting and/or upholstery cleaning fees noted in section 4 should we suspect this policy has not been respected.

**10. Title to our Vehicle:** The vehicle remains ours and we retain title to it throughout your holiday. You have no rights to sell; lend; hire or sub-let to anyone else. If we have reason to believe you are not using our vehicle within the terms & conditions stated here we reserve the right to terminate our agreement and reclaim our vehicle with no refund due to you.

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**11. Pets:** Up to 2 dogs are allowed at no extra charge. Please try to keep them off beds, bedding and seats. We reserve the right to charge additional valeting fees if we feel your dogs have unduly soiled or damaged the interior.

**12. Drivers:** Any driver must be able to demonstrate that they have driven on a regular basis and feel confident to drive a vehicle of the dimensions of ours. Please supply details of all driving licence(s) at the time of booking which will enable us to ensure that they comply with our requirements and save a last minute panic. If we find you don't meet our driver requirements we will not be able to let you take our vehicle.

- Age limits 25-70 years old.
- Maximum of 6 penalty points.
- Only 2 drivers per hire with both drivers having held a valid licence for 3+ years that entitles them to drive a UK category B vehicle up to 3,500kg GMW.
- Drivers must declare at the time of booking if they have had any insurance claim made against them within the last 3 years. There are limits to what is allowed.
- There are occupations we cannot insure: celebrities; professional sportspeople; professional entertainers; Foreign Service personnel; embassy employees based in the UK.
- Drivers are personally liable for all legal penalties (e.g. parking tickets, congestion charges, speeding fines) which are incurred during the hire period.

**13. Insurance:** We include full comprehensive vehicle insurance for damage to our vehicle and the property of a third party. Only drivers named on the rental agreement are insured to drive.

Exclusions:

- Overhead damage - any damage to our vehicle, its equipment and or any third party property which occurs above 6 feet (1.83 metres) from the ground.
- Personal insurance for you or your passengers (including death or bodily injury to the driver) or cover for your personal possessions.
- Damage deemed as gross negligence – this negates the insurance and you will be responsible for the total costs. This includes mis-fuelling.
- Internal damage.
- Windscreen or tyre damage.

Our insurance includes breakdown cover, which covers mechanical faults to the base chassis of our vehicle. If there are call outs due to your error - e.g. flat battery, wrong or insufficient fuel, lost keys etc., you will have to pay for those.

**14. Accidents/Damage:** You will have to pay the excess of £750.00 for any insurance claim should you be held responsible for the accident/damage. In cases of disputed responsibility, you will have to pay the £750.00 excess until the claim is settled and if appropriate, some or all of the excess may then be refunded.

What to do if an accident or damage to the vehicle occurs:

- **Tell us immediately.** Any delay in reporting an accident may affect the insurance claim.
- Get the names & addresses of third parties; their insurers and any witnesses and report the event to the nearest police station.
- Complete an accident claim form (in the vehicle on-board guide). Take photos.
- Please, don't make any admission of liability to other parties, settlement offer etc.
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- Assist us in handling any claim arising from any incident.

No Security Deposit or insurance excess will be refunded until any claim is settled.

**15. Vehicle Trackers:** Our vehicles are fitted with trackers which enable us to check their approximate locations. They also have a front-facing camera (or dash-cam) fitted which is installed for your protection in case of a disputed fault accident.

**16. Indemnity:** You agree to release us from any liability (regardless of who is at fault) for any loss or damage incurred by you, including:

- Any loss or damage caused by breakdown, mechanical defect, accident or our vehicle being unsuitable for your purpose.
- Any loss or damage to your personal property left in or on our vehicle.
- You are welcome to leave one vehicle at our premises for the duration of your holiday but we are not responsible for either it or any contents.
- You agree to indemnify us against any claims, demands and expenses (including legal costs) incurred during your use and/or possession of our vehicle.

**17. Demurrage:** (Costs/losses due to unavailability) If, during your hire period, the vehicle is rendered unavailability (resulting in the cancellation of subsequent bookings) we reserve the right to charge you for the losses or costs incurred.

**18. Force Majeure:** (Unforeseeable Circumstances) We will make every effort to ensure that our vehicle is available for you at the correct time. If, due to circumstances beyond our control, this is not possible then our liability is limited to refunding your total hire charge only.

**Please ensure that you take out your own holiday insurance policy covering losses due to cancellation - including Coronavirus-related reasons – and loss or damage of your personal possessions.**

By signing, you agree that you have read and accept the above terms & conditions and that these, along with the rental agreement, form a legally binding contract.

Name & Address (please print)

Name: .....

Address: .....

.....

.....

Signed: .....

Date: .....

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