



**Go Solent Motorhome Hire Ltd**  
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## **HIRE AGREEMENT – TERMS AND CONDITIONS**

### **Terms and Conditions – Definitions**

“I” “me” and “my” refers jointly and severally to the person or persons who are the customers.

“This Agreement” means the Hire Agreement, the Insurance Motor Hire Agreement and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other Go Solent Motorhomes Ltd literature, the provisions of these Terms and Conditions apply.

“Customer” means the person or persons nominated as the hirer under the heading “Hirer’s Details” on the Hire Agreement and any person whose payment card is presented in payment of the customer’s charges.

“Living Equipment” includes but is not limited to TV/DVD. Radio/CD, crockery, cutlery and cooking utensils.

“Hire Period” means the hire period referred to under the heading “Hirer’s Details” on the Hire Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer’s possession or control.

“Vehicle” means the vehicle described under the heading “Vehicle Details” on the Hire Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the vehicle and any replacement or substitute vehicle which may be provided at the discretion of Go Solent Motorhomes Ltd.

“Security Deposit” means the vehicle security deposit detailed under the heading “Vehicle Security Deposit” in the Insurance Motor Hire Agreement. It is also known as the “Insurance Excess”.

### **Delivery and Return of the Vehicle**

I acknowledge having received the vehicle in a clean condition and in sound working order. I will return the vehicle on the agreed date in a clean condition with the same level of diesel in the fuel tank and the same level of LPG gas in the gas tank as on the collection date, as set out under the heading “Hirer’s Details” in the Hire Agreement. I acknowledge late delivery will be chargeable at up to £50 per hour.

I acknowledge that Go Solent Motorhomes Ltd will not refund to me any monies, nor have any obligation to provide a replacement vehicle, if the vehicle is returned or I cease to have the use of the vehicle prior to the return date for any reason e.g. accident, weather or theft.

### **Hire and Other Charges**

I will pay Go Solent Motorhomes Ltd:

1. All hire charges
2. The security deposit.
3. The nominated late return fee of up to £50 per hour if the vehicle is returned after 11am on the final day of hire. We offer late return (up to 5pm) when available and by prior arrangement at a cost of £45.
4. The nominated cleaning fee of £50 if the vehicle is not returned with the interior in clean condition.
5. The nominated additional fee of £50 if the toilet cassette is not emptied prior to the return of the vehicle.

6. The cost to refill the fuel tank to its original departure level at 25% above current forecourt prices. Also the cost to refill the LPG gas tank at 25% above current forecourt prices.
7. The nominated cancellation fee in the event of cancellation of this agreement prior to acceptance of delivery of the vehicle. See Page 6 for Cancellation fees.
8. The cost of any damage to the vehicle or the property of any third party, subject to the insurance.
9. All government fees and duties etc.
10. All parking fines, other fines and penalties and/or accidents including third party property damage not reported on return of the vehicle and associated administration costs incurred in relation to the vehicle during the rental period.
11. Any other fees or charges payable by me pursuant to the Hire Agreement. This includes any costs incurred by Go Solent Motorhomes Ltd as a result of any breach by me of the terms of this Hire Agreement.
12. The daily rental rate for the period the vehicle is off fleet for accident repairs (demurrage).
13. The cost to recover a vehicle which has become bogged.

### **Errors in Hire Charge**

Total charges as set out therein are not final. I will pay any shortfall in charges to Go Solent Motorhomes Ltd and I will receive a refund for any overcharge acknowledged by Go Solent Motorhomes Ltd.

### **Payment of Charges Joint and Several Liability**

All charges and expenses payable by me under this Agreement are due on demand by Go Solent Motorhomes Ltd.

If I do not pay all charges when due, I agree to pay a late charge of 1.5% per month on the outstanding balance and any collections costs incurred by Go Solent Motorhomes Ltd, including reasonable legal fees. When the customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this Hire Agreement.

### **Debit/Credit Card Payment**

Go Solent Motorhomes Ltd will accept all payment by debit or credit cards approved by Go Solent Motorhomes Ltd.

There will be a 2% charge levied against credit card payments.

When payment is paid by credit card, I agree that Go Solent Motorhomes Ltd is irrevocably authorised to complete any documentation and to take any other action to recover from my credit card issuer all amounts due by me pursuant to this Hire Agreement, including but not limited to, any amount due in respect to damage to the vehicle or to property of a third party and all other additional charges as they are incurred (including all parking and traffic infringement penalties, road toll fines, London congestion charges and associated administration costs).

I will not dispute my liability to Go Solent Motorhomes Ltd for any amount due under this agreement and I shall indemnify and keep indemnified Go Solent Motorhomes Ltd against any loss incurred (including legal costs) by reason of notifying my credit card issuer of such dispute.

I acknowledge that all transactions under this Hire Agreement are conducted in Pounds Sterling.

Due to exchange rate fluctuations, there could be some variance between the amount I initially debited against my debit/credit card and the amount refunded within 7 days after the expiration of the rental period. I release Go Solent Motorhomes Ltd from any liability for such variation.

### **My Warranties**

I warrant that all information supplied by me to Go Solent Motorhomes Ltd in connection with this Hire Agreement is true.

## Vehicle Damage – Insurance Cover

I am aware that:

1. The Vehicle is insured for damage to the vehicle and the property of the third party.
2. I will have to pay an excess for any damage. The insurance excess is £500 (£750 for non-UK licence holders). (Also known as the "Security Deposit").
3. I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this Hire Agreement.

## Negligence

I am responsible for any damage above cab height as this is deemed as negligence.

I am responsible for any rectification of frozen pipework.

## Security Deposit/Insurance Excess

On taking delivery of the vehicle, I agree to pay the Insurance Excess, which acts as a Security Deposit.

I irrevocably authorise Go Solent Motorhomes Ltd to deduct from the Insurance Excess/Security Deposit any amounts due by me to Go Solent Motorhomes Ltd arising out of this Hire Agreement.

The Security Deposit will be refunded within 14 working days of the vehicle being returned to the agreed location, undamaged, with a clean interior on the agreed date and time. We reserve the right to retain a £50 soiling fee if the vehicle is not returned with the interior in a clean condition. Also the toilet must be emptied prior to the return of the vehicle or an additional £50 soiling fee will be retained.

## Road Restrictions

All Vehicles may only be driven on sealed/bitumen roads unless by agreement to an event.

I acknowledge that Go Solent Motorhomes Ltd reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.

## Use of Vehicle

I agree that during the rental period, I will not allow the Vehicle to be:

1. Driven otherwise than in a cautious, prudent and normal manner.
2. Used in a manner which could cause damage.
3. Driven in a prohibited area or in an area other than the areas indicated by me to Go Solent Motorhomes Ltd.
4. Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law.
5. Left with the ignition key in the Vehicle while it is unoccupied.
6. No stiletto heels will be worn inside the Vehicle, which may damage the floor.
7. The Vehicle booked must not be driven by persons who are under the age of 25 years.
8. Only authorised drivers approved by Go Solent Motorhomes Ltd can drive the motorhome. Particulars of a proposed licenced driver of the Vehicle are set out under the heading "Hirer's Details" in the Hire/Rental Agreement.

The Vehicle must not suffer from:

1. Submersion in water.

2. Contact with salt water.
3. Use for any illegal purpose for any race, rally or contest.
4. Used to tow any vehicle or trailer.
5. Used to carry passengers or property for hire or reward.
6. Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this agreement.
7. Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material.
8. Otherwise used in breach of my obligations under this Agreement.

### **Alterations to the Vehicle**

I shall not make any alterations or additions to the Vehicle without the prior written consent of Go Solent Motorhomes Ltd. I understand any attempt to remove the Tracking System will result in a fine of £1,000.

### **Pets**

I will not allow any animals to be carried in the Vehicle, unless otherwise agreed with Go Solent Motorhomes Ltd.

### **Passengers**

Go Solent Motorhomes Ltd authorises the use of these vehicles up to the stated number of passengers. Each person is to use the safety restraints provided at all times whilst the vehicle is in motion.

### **Maintenance**

I shall take all reasonable steps to properly maintain the Vehicle, including oil checks, water and batteries.

I acknowledge that Go Solent Motorhomes Ltd will reimburse me for expenditure up to £50 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle (not including the water system, refrigerator, heating, audio and TV/DVD equipment) provided that:

1. I produce relevant receipts.
2. I have received prior consent from Go Solent Motorhomes Ltd.
3. The damage is not due to my fault or breach of this agreement.

Subject to the terms of this agreement, I will pay for the cost of repairing or replacing tyres damaged during the Rental Period provided that Go Solent Motorhomes Ltd will reimburse me for expenditure reasonably if:

1. I produce relevant receipts.
2. The tyre is defective and is returned by me to Go Solent Motorhomes Ltd for inspection.
3. The manufacturer accepts liability under his warranty.
4. I will be liable for any costs associated with the incorrect use of fuel. All Go Solent Motorhomes Ltd vehicles run on diesel.

### **Responsibility when accident occurs**

In the event of any accident, loss or damage arising out of the use of the vehicle, I will:

1. Notify Go Solent Motorhomes Ltd within 24 hours of the happening of the event.
2. Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station.
3. Complete a report form.
4. Not make any admission of liability to other parties, settlement offer or other like offer.
5. Assist Go Solent Motorhomes Ltd in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.

I acknowledge that the excess or other amount due by me in respect of any damages arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period.

I will pay for any costs relating to the delivery of a change over vehicle as a result of any accident, regardless of which party is at fault.

### **Terminating the Agreement**

I acknowledge that Go Solent Motorhomes Ltd may terminate this Agreement and repossess the Vehicle at any time, without notification to me and that I will pay reasonable costs of repossessing the Vehicle, including towing charges if;

1. I am in breach of any term of this Agreement.
2. I have obtained the Vehicle through fraud or misrepresentation.
3. The Vehicle appears to be abandoned.
4. The Vehicle is not returned on the agreed return date or Go Solent Motorhomes Ltd reasonably believes that the Vehicle will not be returned on the agreed date.

Go Solent Motorhomes Ltd considers on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered, I understand that in the event of such termination or repossession. I have no right to a refund of any part of the rental charges or the Security Deposit.

### **Change of Vehicle**

Go Solent Motorhomes Ltd reserves the right, at its absolute discretion, to substitute a comparable or superior Vehicle for the Vehicle. In that event, I shall not be liable for any increased rental or other charges save for any additional running costs pertaining to the substitute Vehicle. Such substitution shall entitle me to any refund and does not constitute a breach of this Agreement.

### **On Board Appliances**

I understand Go Solent Motorhomes Ltd will demonstrate the on-board facilities of the motorhome on collection and acknowledge that refunds or compensation cannot be made if any appliance in the motorhome should breakdown or fail to operate.

### **Release and indemnity of Go Solent Motorhome Ltd**

Subject to its obligation to deliver the Vehicle or an appropriate substitute Vehicle, I release Go Solent Motorhomes Ltd, its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this Agreement, including but not limited to:

1. Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose.
2. Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any Go Solent Motorhomes Ltd premises or recovered or handled by Go Solent Motorhomes Ltd.

Subject to any insurance arrangements agreed with Go Solent Motorhomes Ltd, I hereby indemnify and shall keep indemnified Go Solent Motorhomes Ltd, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the Vehicle.

### **Title to Vehicle**

I acknowledge that Go Solent Motorhomes Ltd retains title to the Vehicle and that I possess the goods as a mere bailee only. I do not have any right to pledge Go Solent Motorhomes Ltd credit in connection with the Vehicle and agreed not to do so. I shall not agree, attempt to offer or purport to sell, assign, sublet, lend,

pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

### **Cancellation Fees**

More than 28 days before departure:	Hire/rental deposit forfeited
28 days to 14 days prior to departure:	50% of total hire/rental charge
Cancellation within 14 days of departure:	100% of total hire/rental charge

### **Changes**

Any changes to this Agreement must be in writing and must be signed on behalf of Go Solent Motorhomes Ltd and by me.

Proper Law

This Agreement shall be governed by the law of Great Britain in which this Agreement was signed.

### **Entire Agreement**

This Agreement constitutes the entire Agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this Agreement. Go Solent Motorhomes Ltd reserves the right to add or amend any rental charges without prior notice.

I acknowledge I have read and accept the terms and conditions as set out in the Hire Agreement.

Signed:

Date: