



TERMS AND CONDITIONS OF HIRE

By making a booking and paying 30% deposit to secure the booking, you are entering into a contract with Yorkshire Rose Motorhomes and agree to abide by the terms and conditions as set out in this document. Please read this agreement carefully. If there is anything you do not understand or do not agree with, please contact us here at Yorkshire Rose Motorhomes immediately.

Availability: 1

Occasionally motorhomes are not available as agreed due to being sold prior to booking which is out of our control. In the small chance that your booking is cancelled we will offer you a choice of a similar, alternate motorhome which we have available, or we will give you a full refund.

Smoking: 2

Smoking will not be permitted inside of our motorhomes under any circumstances. If any signs of smoking are shown i.e. smell or burns, an additional £500 fee will be charged. In consideration and for the benefit of other users, cooperation would be greatly appreciated.

Pets: 3

We have specific/particular motorhomes for if you wish to take your pet(s) on holiday with you, depending on size/quantity/breed. An additional fee of £30 will be charged per pet. All pets must be house trained.

Please note that any damage is incurred will be charged to those hiring in full.

The pet friendly symbol will be displayed in the motorhome information if a particular vehicle can be used with pets this will always be at the discretion of Yorkshire Rose Motorhomes.

What do you if you breakdown: 4

In the event that the motorhome you're hiring has a breakdown, breakdown cover is included in the insurance, and you should contact us immediately. We will at the point of hire commencing with us give you a hire pack in this will be all information you need during your trip and the useful numbers if required.

Collection and Delivery Times: 5

The motorhome will be available on the day of collection at the agreed time which will be noted in your booking confirmation. The motorhome must be delivered back to the agreed location on the date and time confirmed on your booking. Please notify us in advance if there are any delays as this has a significant impact on the next booking. If you fail to return the motorhome on time, then you

may be liable to an extra charge depending on the delay. If for any reason, there is a delay which we consider reasonable and out of your control then there will be no charge.

Please know that Yorkshire Rose Motorhomes **will not allow any vehicles to be left on our premises** when taking a motorhome as it is not a secure unit. However, we will also be offering a delivery and collection service too so please ask about this as we hope this takes the stress of getting ready for your trip away there is a slight cost for this service but you may find it reasonable to you. Please ask prior to your booking that this is available.

Booking confirmation & Payment: 6

A non-refundable initial payment of 30% of your total hire will be required to confirm the booking. The balance of your hire is payable 30 days prior to the start date of your hire, or at the time of booking if the booking is made less than 30 days from the start date of your hire. Failure to provide full payment as above will result in the booking being cancelled and the loss of your initial deposit payment.

Cancellations: 7

If you would like to cancel your booking, then please call us and let us know in advance as soon as possible. We may ask you to send us your cancellation in writing. If your notification of cancellation is received 30 days before the start of hire date, then you will be refunded in full less the initial deposit of 30% of the booking. If the notification of your cancellation is received less than 30 days before the start of hire date, then all monies paid will not be refunded and the remaining balance will need to be paid if not already. However, we will do all we can to rehire your chosen motorhome and if we are able to do so we will refund you your total hire less your deposit.

Hire Period: 8

You will have the motorhome for the agreed hire period which will be written in the hire agreement. By failing to return the vehicle on time, you are breaching the terms of this agreement and you will be uninsured. You will be charged for the period that you have the vehicle after the date and time it should have been returned. There will be a charge of £50.00 p/h until the vehicle is returned. Unless we believe a reasonable explanation is responsible for the delay and is proven.

The Hire Insurance: 9

The motorhome is insured for the period of hire. The insurance cover provided is for the vehicle and equipment hired only. We cannot accept liability for loss or damage to personal possessions within the motorhome during the time on hire. Should you be wishing to take any valuables we ask you to consider checking your home insurance to see if cover is given if you ask the team at Yorkshire Rose Motorhomes they can advise you further.

Suitable Persons: 10

We have the right to refuse to handover a motorhome to any person who we believe, in reasonable opinion, is not suitable. In this unlikely case we will refund all charges in full and have no further liability.

Events Beyond Yorkshire Rose Motorhomes Control: 11

Events beyond Yorkshire Rose Motorhomes control may sometimes affect bookings. When reference is made to event(s) or circumstance(s) in these conditions or hire, this means that Yorkshire Rose could not foresee or avoid even with due care. Yorkshire Rose Motorhomes cannot

accept responsibility or pay compensation, costs, or expenses where the performance of our contract with ourselves is prevented or affected or you suffer any loss or damage because of events beyond our control. This includes any delays and restrictions to your hire/booking which you may be subject. Although, if your booking must be cancelled as a result, we will offer you an alternate motorhome (depending on availability) or refund.

Your Responsibilities: 12

- You must look after the motorhome including the keys. You must always lock the motorhome/vehicle and use any security device if fitted or supplied with the vehicle when you are not using the motorhome. You must always keep the vehicle protected against bad weather which may cause damage. You must make sure that you only re-fuel with the correct fuel. You are responsible for any damage done to the vehicle including damage caused by low objects such as low branches or bridges.
- You must not rent, sell, or dispose of the motorhome including any of its contents or parts. You must not give anyone any legal rights over the vehicle.
- You must not allow anyone to carry out any repair work or maintenance work on the motorhome without our (Yorkshire Rose Motorhomes) written consent. And if consent is given then you must have a receipt for us to refund the cost.
- You must inform Yorkshire Rose Motorhomes as soon as you become aware of any faults or damage to the vehicle.
- You must bring the motorhome back at the agreed time, date, and location. You will be responsible for the vehicle until this time. We must inspect the vehicle to check that it is in the condition that it was in before your hire.
- If any damage is done to the Motorhome, inside or out then you will be responsible for the cost of repairs if the vehicle requires more than our standard valeting.
- You must make sure that no personal belongings have been left in the vehicle before returning.
- You are responsible for any loss or damage to the motorhome including that caused by neglect, misuse, accident or non-fault incident.

Conditions for using the motorhome/vehicle: 13

The vehicle can only be driven by the authorised drivers who are named on the hire agreement and must hold a full valid driving licence. Failure to follow these points will invalidate the insurance cover and you will be responsible for any associated costs. You or authorised drivers must not:

- Use the vehicle for hire or reward,
- Use the vehicle for any illegal purpose,
- Use the vehicle for racing, testing the vehicles reliability, speed testing or teaching someone to drive,
- Use the vehicle while under the influence of alcohol or drugs,
- Overload the vehicle,
- Drive the vehicle outside of England, Scotland and Wales unless written permission is given by Yorkshire Rose Motorhomes.

Charges: 14

You will be charged for: The rental and any other charges we work out according to the hire agreement. Subject to the cover provided by the hire insurance, there may be a charge for any loss or damage to the motorhome including that caused by neglect, misuse, an accident or non-fault incident.

Any charge for loss or damage from you not complying with the **T&C 12**. There will be a £50 charge for an un-emptied toilette cassette or if the toilette cassette has been allowed to overflow into the cassette housing. Therefore, you must empty the toilet before returning the vehicle to us. There will be a £50 soilage charge.

You must return the vehicle with a full tank of fuel as it was supplied at the start of hire. There will be a £20 fee plus the cost of the replacement fuel should this not be done. Gas is supplied and included with the vehicle, but should an empty gas bottle be replaced throughout the period of your hire, this is your responsibility.

You will be responsible to pay the relevant authority any fines and costs (including court costs) such as parking, traffic or other offences, congestion (including any costs which arise if the vehicle is clamped) when the authority demands this payment. If you do not, then you will also be responsible to pay any costs and reasonable admin charges which arise when Yorkshire Rose deal with these matters.

If costs occur from Customs and Excise or Immigration Authorities seizing the vehicle the you will be liable for these charges plus with a loss of income charge while Yorkshire Rose is unable to rent out the vehicle if and when Yorkshire Rose Motorhomes demand payment. Any published or agreed rates for delivering and collecting the vehicle.

Interest which will be added every day to any amount which is not paid on time, at the rate of ...% per year above the base lending rate of Barclays bank from time to time.

A security deposit of £1000 will be required. No money will be taken from the card, we will hold a copy of the relevant Debit card details, in advance of the hire commencing. We will inspect and check the motorhome upon its return in detail whilst being cleaned and prepared for the next hire. If the motorhome is returned undamaged and clean: including the toilet, we will dispose of the card details and no money will be taken. However, if there is any loss or damage to the motorhome or insurance claims, the security deposit is payable to Yorkshire Rose Motorhomes and the £1000 will be deducted from the card given until the claim or dispute is settled. The amount for the settlement will be paid to Yorkshire Rose Motorhomes. The security deposit balance (if any) will be refunded to you.

What to do if you have an accident: 15

Any loss, damage or expense occurred because of any accident will not be the responsibility of Yorkshire Rose Motorhomes. If you have an accident you must not admit responsibility or liability. You should obtain the names, addresses, and contact numbers of everyone involved in the accident including witnesses.

- You must make sure that the motorhome/vehicle is secure and inform the police straight away if an injury is caused or there is a disagreement over who is responsible.
- You must inform us (Yorkshire Rose Motorhomes) immediately.
- When requested to do so, complete an accident report form and return this to Yorkshire Rose Motorhomes as soon as possible.
- (In your hire pack is a card which tells you the procedure should you have an accident in our Motorhome please ensure you have this prior to your trip).

Windscreen & Tyres: 16

Any damage that is caused to windscreens and windows, punctures, or other damage to tyres throughout your hire period is your responsibility. Where possible it should be repaired or replaced and paid for by you at the time. You should contact Yorkshire Rose Motorhomes immediately for instructions before carrying out any repair.

An amount will be deducted from your deposit for the cost of the repairs if this is failed.

Information: 17

If for any reason the agreement is broken, we can give any information provided to us by you to credit referencing agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collection agencies and any other relevant organisations or authority.

Ending the Agreement: 18

Please see below reasons for us ending the agreement. If we end the agreement this will not affect our right to receive any monies that we are owed under the conditions of this agreement.

- We will end this agreement immediately if you are a consumer.
- If your belongings have been taken away to pay off your debts.
- If a receiving order had been made.
- If you do not meet any of the conditions of this agreement.
- We will end this agreement immediately if you are a company.
- If you enter liquidation/administration.
- If you call a meeting of creditors.

Governing Law: 19

This agreement is governed by the laws of the country in which it is signed. Any dispute may be settled in the laws of that country.

