

Terms and Conditions of Hire

DEFINITIONS AND INTERPRETATION

1.1 In these Conditions unless the context otherwise requires the following words shall have the following meanings:

Booking the Hirers reservation of the Motorhome for the Hire Period as detailed in the Booking Form;

Booking Form the Company's Booking Form;

Motorhome the Motorhome to be hired by the Hirer described in the Booking Form;

Company means Prestige Motorhome Hire;

Contract means the contract for the hire of the Motorhome between the Company and the Hirer;

Conditions the conditions of hire set out in this document and any special conditions set out on the Booking Form;

Driver(s) the named driver(s) as set out in the Booking Form;

Force Majeure includes any cause preventing the Company from performing any or all of its obligations under the Contract which arises from or is attributable to acts, events, omissions or accidents beyond the Company's reasonable control including, without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of Motorhome, fire, flood or storm;

Hirer the Hirer named in the Booking Form;

Hire Charge the charges to be paid by the Hirer for hire of the Motorhome (including VAT) stated in the Booking Form;

Hire Period the period of hire for the Motorhome set out in the Booking Form.

In these Conditions unless the context otherwise requires:

1.1.1 headings shall not affect the interpretation of these Conditions.

1.1.2 any reference to a statutory provision shall include references to that provision as from time to time modified or re-enacted (save to the extent that modifications or re-enactments made after the date of the Contract impose any new or extended liability or restriction on the Company or Hirer).

1.1.3 any reference to a person includes any person, firm or company or other legal entity.

1.1.4 the singular includes the plural and vice versa and any gender includes any other gender.

BASIS OF HIRE

2.1 These Conditions shall govern the Contract and all other terms and conditions are excluded. No variation to these Conditions shall be binding unless expressly agreed in writing by the parties.

2.2 The Company's employees or agents are not authorised to make any representations or recommendations or give any advice concerning the Motorhomes unless expressly confirmed by the Company in writing.

2.3 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures or Websites are issued or published for the sole purpose of giving an approximate idea of the motorhomes described in them. They will not form part of this Contract.

ELIGIBILITY

3.1 No one may drive the Motorhome.

BOOKINGS AND PAYMENT

4.1 The Hire Charge for the Booking shall be as stated in the Booking Form. The Hire Charge is inclusive of VAT, which shall be payable in addition at the current applicable rate.

4.2 The Company accepts payment by cash, cheque, credit or debit card. Cheques should be made out to G Davis Transport and sent to the address set out in the Booking Form. When forwarding your cheque to the Company please allow 7 working days for the cheque to clear. Payment will be deemed to have been received at the time when the cheque clears.

4.3 Payment by credit card is subject to an additional charge of up to 3%.

4.4 A booking deposit of £250 per the week is required at the time of making the Booking (the "Booking Deposit"). A £1000 refundable "Security Bond" will be collected from the hirer which will be refunded when the motorhome is returned in a clean, acceptable & undamaged condition. This includes all internal fixtures & fittings. Any costs exceeding £1000 will be subsequently picked up by our insurance company.

4.5 The Booking Deposit is not refundable.

4.6 A reservation is only binding after the Company has confirmed it and the Booking Deposit has been fully paid in full. Confirmation of the Booking will be posted together with an invoice for the remaining balance of the Hirer Charge.

4.7 Telephone and online bookings will be held for 5 days. Such bookings will be cancelled if the Booking Deposit is not fully paid within 5 days of such telephone or on-line booking.

4.8 Full payment of the Hire Charge less the Booking Deposit paid is due six weeks prior to the start of the Hire Period.

4.9 For bookings, less than six weeks before the start of the Hire Period, the full Hire Charge is payable on booking. Cheques will not be accepted for late bookings (less than 1 weeks prior to departure or until cleared).

4.10 The Security Bond is fully refundable within 5 working days after the Motorhome is returned subject to any repairs, replacements, Surcharge's, or cleaning costs necessary and which are the responsibility of the Hirer being charged against the Security Bond. If the Motorhome is damaged the Company may retain the full Security Bond.

4.11 The Company reserves the right to vary the Hire Charge at any time.

CANCELLATION OF BOOKING

5.1 Any cancellations must be made to the Company in writing. Cancellation will be charged as follows:

5.1.1 Cancellation of the Booking more than 6 weeks prior to the Hire Period:

the Hirer will forfeit the Booking Deposit;

5.1.2 Cancellation of the Booking less than 6 weeks prior to the Hire Period or failure by the Hirer to turn up for commencement of the Hire Period:

the Hirer will forfeit the Booking Deposit and Hire Charge already paid to the Company.

5.2 The Company recommend that the Hirer takes out its own cancellation insurance.

5.3 Upon receipt of written cancellation the Company will endeavour to re-hire the Motorhome. If successful the Hire Charge paid by the Hirer will be refunded less an administration charge of £30.

THE COMPANY'S OBLIGATIONS

6.1 The Company shall endeavour to make the Motorhome available to the Hirer for the Hire Period.

6.2 The Motorhome is insured (as set out in Clause 10) by the Company and is roadworthy and complies with the requirements of the Road Traffic Acts (and all regulations made under those Acts) relating to motorhomes. Details of the Company's insurance are available on request.

6.3 The Company offers free car parking for the Hirer's car during the Hire Period. Only one allocated parking space is guaranteed per Motorhome Booking. Additional vehicle parking may be available at no additional charge. All vehicles are left entirely at the owners risk.

COLLECTION AND RETURN

7.1 Motorhome hire is as follows:

7.1.1 Weekly from Friday to Friday: Unless otherwise arranged in writing Motorhomes are available for Delivery at 4.00 pm and 6.00 pm

7.1.2 Short breaks: Delivery at 6.00 pm and return at 11.00 am.

7.1.3 Failure to comply with these times and late returns will be Surcharged at the rate of £25 per hour or part hour. No refunds will be given for an early return of the Motorhome.

7.2 The Hirer should allow 1 hour for the hand-over of the Motorhome, to complete the documentation and receive a demonstration of the Motorhome.

7.3 The Motorhome is to be returned clean, toilet waste emptied and returned in the same condition as left the company. This includes the condition of the tyres and windscreen (which are not included in the Company's insurance cover and which are the Hirer's responsibility). Failure to return the Motorhome in a clean condition will incur an internal valet Surcharge of £60 plus VAT.

7.4 If the Hirer will be late returning the Motorhome, the Company must be advised immediately. Failure to advise may result in prosecution for driving whilst uninsured.

THE HIRERS USE OF THE MOTORHOME

8.1 The Motorhome and its contents remain the property of the Company at all times.

8.2 The number of permitted passengers is shown in the Booking Form. The Hirer agrees to provide the names of its passengers and nominated Driver(s) to the Company at the time of Booking.

8.3 The Hirer shall not require the Company or the Driver to use the Motorhome so as to break any provision of the Road Traffic Acts, the Road Traffic Regulation Act 1984, the Vehicle Excise and Registration Act 1994 and any regulations made under any of those Acts.

8.4 The Hirer is responsible for the security of the Motorhome. The Hirer must ensure that if the Motorhome is left unattended at any time that it is securely locked and parked in a safe, well lit location. The Hirer must take every precaution to prevent loss from or theft of the Motorhome. The Hirer will be liable for any and all liability for failure to adhere to the above.

8.5 No animals, other than registered guide dogs (declared on the booking form), are allowed in the Motorhome. Any damage incurred by animals will be deducted from the Damage and Surcharge Deposit.

8.6 The Company allows unlimited mileage per the week.

8.7 The Hirer:

8.7.1 will be responsible for the control of the Motorhome during the Hire Period;

The motorhome is not to be used for carriage of volatile liquids, gases, explosives or other corrosive or inflammable materials.

8.8 No alterations are to be made to the motorhome.

FUEL, OIL AND GAS

9.1 Two gas bottles are provided with the Motorhomes at the time of hire. At least one of these will be full. The cost of any refills thereafter will be the responsibility of the Hirer, who shall also ensure two bottles of the same type and size are returned with the Motorhome at the end of the Hire Period.

WARRANTIES AND LIABILITY

10.1

Unless specified by the Company the Motorhome is provided on the basis that the Motorhome and its contents are free from defects or damage. Before commencement of the Hire Period the Hirer is advised to check the Motorhome thoroughly before leaving the premises of the Company and report any defect or damage to the Company.

10.2

The Hirer agrees to indemnify the Company against any losses or damages incurred by the Company or claims made against the Company which relate to or arise out of the Booking, including payment of the Company's reasonable and proper costs and expenses (including legal expenses) associated with such a claim.

10.3

If due to circumstances beyond the Company's control the Motorhome is not available the Company reserves

the right to offer a suitable alternative Motorhome. If this is not acceptable or an alternative suitable Motorhome is not available the liability of the Company will be limited to a refund of the Hire Charges and the Damage Deposit, and the Hirer shall have no further claims against the Company.

10.4

The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the sum recoverable under the Company's then current insurances or the Hire Charges paid by the Hirer whichever is the greater.

10.5

The Company shall not be liable to the Hirer for any expenses or costs incurred in hiring an alternative or replacement Motorhome, travel or accommodation costs, late arrival, missed ferries, accommodation, travel expenses or any other loss or claims including third party claims arising from the breakdown of the Motorhome or accident caused by the Hirer or Driver.

10.6

Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or for fraudulent misrepresentation.

FORCE MAJEURE

11.1 The Company shall not be liable for any failure to perform or delay in performance of its obligations under the Contract due to any event of Force Majeure. If any event of Force Majeure delays or prevents the Company's performance of its obligations the Company shall notify the Hirer as soon as reasonably possible and use reasonable endeavours to make acceptable equivalent substitute arrangements for the Hire Period.

ASSIGNMENT

12.1 The Hirer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

12.2 The Company may assign the Contract or any part of it to any person, firm or company.

GENERAL

13.1 All notices under the Contract shall be:

13.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties do not intend any person other than a party to the Contract to be able to enforce any term of the Contract (save where may be expressly stated otherwise in the Contract).

13.3 No failure or delay by the Company in exercising any of the Company's rights under the Contract shall be deemed to be a waiver of that right, and no waiver by the Company of any breach of the Contract by you shall be a waiver of any subsequent breach of the same or any other provision.

13.4 If any provision of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect.

13.5 The terms and conditions of the Contract (including the Booking Form) constitute the entire agreement between the parties. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

13.6

The Contract shall be governed by English law, and the parties agree to submit to the exclusive jurisdiction of the English courts.