Terms and Conditions



Definitions

Mid Norfolk Motorhome Hire or MNMH is a trading arm of TJC Landrovers Ltd, Manor Farm, Weasenham, Kings Lynn, Norfolk. PE32 2TF.

'Customer' 'Driver' 'Hirer'

means the person or persons nominated as the hirer under the heading 'Customer name' on the Rental Agreement and any person whose credit card is presented in payment of the customer's charges.

'Hire Period'

means the period as stated on the Rental Agreement or any written agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control.

'Vehicle' or 'motorhome'

means the vehicle as stated on the Rental Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment or documents related to the Vehicle.

'Rental/Hire Agreement/Contract'

means the document read and signed by the hirer on collection and return of the vehicle. It includes details of 'Customer', 'Vehicle Details', 'Rental Period', 'Collision Damage Waiver', 'Departure Checklist'

'Security Deposit'

means the amount held as security by Mid Norfolk Motorhome Hire in relation to this hire. MNMH will process the refund of the security deposit within 7 working days of the date the campervan is returned back to MNMH, less any damages, costs or missing items. Should any damages exceed the security deposit the customer will be responsible to settle all additional costs over and above the security deposit value. In the event of any discrepancy between these Terms and Conditions and any other Mid Norfolk Motorhome Hire literature, the provisions of these Terms and Conditions apply.

1. BOOKINGS/RESERVATIONS

A booking/reservation deposit of £200 p/w of hire is to be paid at time of booking confirmation with the balance to be paid 3 months prior to the start of hire, unless the booking is placed within 3 months of the start of hire, then the full balance is required. If payment cannot be made, MMNH reserves the right to cancel the booking without notice.

Payment is only accepted by credit or debit cards (Visa or MasterCard only) or BACS transfer.

Vehicles WILL NOT be released without full payment of hire and security deposit being received.

Vehicles WILL NOT be released without valid personal identification *(see section 4 Customer/Hirer/Drivers)* and funds for deposit/insurance security waiver being available on collection. The vehicle WILL NOT be released until security deposit has been paid. Mid Norfolk Motorhome Hire requires site of a full driving licence along with two forms of acceptable proof of current address dated within 60 days prior to start of hire for all named drivers.

A £1,250 deposit payment (standard excess) is payable by PRESENTED CREDIT CARD on collection, there will be NO exceptions to this. This covers insurance excess, security deposit and cleaning deposit:

2. HIRE RATES QUOTED INCLUDE:

- VAT (20%)
- Unlimited mileage in the UK, 2000 miles for European travel
- Fully Comprehensive Insurance for UK license holders for one named driver*
- Full Breakdown & Roadside Assistance**
- Flat Screen smart TV with Freeview (signal varies with location)
- Kitchen utensils, crockery and cooking equipment.
- Fire extinguisher, fire blanket and first aid kit (to be replaced if opened)
- Electric hook up cable, wheel chocks and water fill hose.

*INSURANCE LOADING. In some cases, our insurance provider has requested that MNMH will incur additional charges (*see section 5 Insurance*) if the driver to be insured has a traffic conviction, certain penalty points or is using a non-UK driving license or is in an occupation which is deemed high risk. These charges will be passed onto the customer.

**Mid Norfolk Motorhome Hire will supply full breakdown cover to cover any mechanical faults to the base chassis of the vehicle. Any call out charges necessitated by the customer through operator error, e.g. but not limited to, a flat vehicle battery, wrong or insufficient fuel, keys locked in vehicle etc WILL be the responsibility of the customer.

3. HIRE PERIOD

'Hire Period' means the period as stated on the Hire/Rental Agreement or any written agreed variation thereof and any additional period (late return) during which the vehicle is in the customer's possession or control.

Rental is charged on a calendar day basis, Minimum rental is from 4 days to 7 days depending on the season. Mid Norfolk Motorhome Hire reserves the right to increase the minimum hire period for certain events. COLLECTION is STRICTLY BETWEEN 13.0014.00 (unless otherwise agreed in writing) on the day of hire. Arrival after 14.00 MUST be agreed at the time of booking. We close promptly at 14.00 on Saturdays. Should your arrival time change, we will do our best to accommodate this on the day, however, this may not be possible, and then your hire would start at a re-arranged time at OUR earliest convenience. Your hire period will not be automatically extended if you are late. The handover process will take approximately 30-45 minutes, and we CLOSE at 14.00 prompt, so please be early otherwise your handover may be shorter than we would like!! And RETURN is STRICTLY by 10.30am. CHARGES WILL apply for late returns, whatever the circumstances. Out of hours collection and return service is available by prior written agreed agreement, and may affect certain rights contained within this agreement. Collection and return location is TJC Landrovers, Manor farm, Weasenham, Kings Lynn, Norfolk. PE32 2TF unless agreed otherwise, and is to be agreed at time of booking.

4. CUSTOMER / HIRER / DRIVERS

All drivers MUST be present at check-in and checkout. No exceptions can be made.

Production of a full, valid standard driver's license along with two forms of acceptable proof of current address dated within the last 60 days prior to hire date is required from ALL drivers at the start of hire (collection). The hirer must provide a total of TWO proofs of address from the following: - 1 x Primary and 1 x Secondary, or 2 x Primary proof of address.

Primary Proof of Address include the following: - Electricity, Water, Gas, Broadband/Landline, Council Tax, TV License, Bank Statement, Credit card bill/statement, Mortgage Statement, Polling Card, HMRC self-assessment/Tax credit.

Secondary Proof of Address include the following: - Student Loan, Shotgun License, Payslip, Mobile Phone Bill/Statement, Pension Letters, Car Finance Statement, Loan Statement, Property Deed. If in doubt, please ask, as failure to supply the correct documentation at collection, may void your hire, with no refund.

An online licence check must be completed with the DVLA prior to hire. Should the drivers fail to present all correct documentation and identification on collection of the vehicle then Mid Norfolk Motorhome Hire will be UNABLE to release the vehicle and NO REFUNDS will be given.

Mid Norfolk Motorhome Hire may not be able to get cover for any driver with more than 6 points on the license in the past 3 years. Please <u>contact the office</u> (see section 5 Insurance)

to verify if cover can be arranged. It is your responsibility to ensure you are eligible for our insurance.

Drivers are personally liable for ALL legal penalties (e.g. parking tickets, congestion charges, speeding fines etc) which are incurred and the driver/hirer must ensure the maximum number of travel passengers and maximum permissible weight of the vehicle is not exceeded during the period of hire.

Details of any additional drivers (if applicable) must also be provided on collection of the vehicle.

5. INSURANCE

Fully comprehensive insurance is provided by Mid Norfolk Motorhome Hire to the driver named on the agreement subject to the conditions below;

The Insured Vehicle shall not be let out on hire to or be driven by: -

Hirers under 23 or over 75 years, (76 to 79 years of age can be agreed with prior approval from our Insurer).

Hirers MUST have a full valid UK/EU driving license and this MUST have been held for 24 months prior to the date of hire.

Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving license endorsed or suspended or penalty points imposed. Parking and not more than two separate three point speeding offences, or anything less than six points in the past three years may be ignored. If the hirer has previously been banned or disqualified from driving, then a referral is necessary. If the hirer has nine points on their license for three separate three point offences an extra £500 excess will apply. If the hirer has a single six-point offence (MS90, IN10, CU80, CD and SP offences), this will require a referral. "Spent" convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded. **Certain situations can be agreed with prior approval from our Insurer, but may incur an extra cost/increased excess.**

Persons who have had their license revoked by DVLA due to medical grounds or convictions.

Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any Motor Insurer.

Persons engaged wholly or partly in professional entertainment or professional sports persons.

Jockeys and persons connected with racing of any sort.

Undergraduates and/or students under 25 years of age.

Persons who, whilst driving, have been involved in more than one accident during the past 3 years.

Foreign Service Personnel other than persons born in the United Kingdom.

Additional insurance charges may apply if the hirer has an occupation that is deemed to be high risk. The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the customer (including death or bodily injury to the driver) or cover any personal possessions. The hire rate quoted includes a standard excess of £500.00 per incident, just £700 for 23 and 24 year olds. In the event of any damage

to either the vehicle or third-party property, the hirer will be liable for the first excess. The hirer will also be fully liable for ALL OVERHEAD DAMAGE*, any damage deemed as gross negligence and replacement or repair of windows and windscreens or tyre damage. This would also include liability for loss of hire and inconvenience as a result of this. *OVERHEAD DAMAGE is deemed as any damage to any part of the vehicle which occurs above 6 feet (1.83 meters) and or any third-party property.

Driving by an unauthorised driver INVALIDATES insurance. It is a criminal offence to drive without insurance in the UK and Ireland punishable by law.

Failure to declare an accident is a criminal offence punishable by law.

The theft of a Mid Norfolk Motorhome Hire 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 a replacement vehicle, at current retail replacement cost plus 15%.

Insurance DOES NOT cover or include the hirers' personal belongings.

No other hire insurance is acceptable for the rental of a Mid Norfolk Motorhome Hire vehicle.

6. INSURANCE EXTRAS

Additional driver with a UK or non-UK license: £10.00 per day.

Convictions with the following codes may not get cover AC, BA, CD, DD, DR, MS, TT, UT and IN. Please check with Mid Norfolk Motorhome Hire if you wish to insure a driver who has any of these endorsement codes on their license even if you think they have expired.

7. COLLECTION AND RETURN

Collection and return of the vehicle will be at the agreed location specified at the time of booking as set out in the 'hire period' in the rental agreement. Additional fees for pick-up drop off locations and one way relocation fees are available by prior agreement with MNMH.

Collection: From 13.00 to 14.00, please allow 40 minutes for the hand-over to complete the documentation and demonstrate your vehicle to you. Onsite parking is provided for 1 vehicle for the duration of hire (Weasenham PE32 2TF location only). Vehicles and any belongings left inside the vehicle are left entirely at the owner's risk and Mid Norfolk Motorhome Hire CANNOT take any responsibility.

Return: From 09.00 to 10.30. The vehicle MUST be returned on the date, and BEFORE the latter time stated, on the rental agreement. There are no refunds for early returns. Vehicles must be returned clean and in the same condition as they left the depot, otherwise a charge will be made for excessive valeting and or upholstery cleaning. In the case of gross negligence Mid Norfolk Motorhome Hire reserves the right to recover full costs in order to return the vehicle to the state in which it was handed over, and will withhold the damage/security deposit.

Late return: If you will be late returning, Mid Norfolk Motorhome Hire MUST be advised IMMEDIATELY. Failure to advise WILL result in prosecution for driving whilst uninsured, your insurance ends strictly at the time stated on the hire form. An additional charge of £50 will be automatically made for late return. A further charge of £25.00 per ¼ hour will be payable for all late returns. Late returns exceeding 2 hours will be charged an unarranged day hire charge of £350, regardless of the circumstances. The hirer will also be responsible for any direct costs attributable to their late return, e.g. lost hire for the next hirer. Out of hours collection and return service is available by prior written agreement, but may incur extra costs.

8. CANCELLATION BY HIRER

Full hire cost must be paid, within 72 hours of paying the booking deposit. Failure to do so may result in the forfeiture of the deposit and availability of the hire.

The following refunds for cancellation are applicable. These are not negotiable, and your hire is subject to these terms.

- More than 6 weeks prior to hire period: 75% of total hire charge will be refunded.
- 6 weeks to 4 weeks prior to hire period: 50% of total hire charge will be refunded.
- 4 weeks prior to hire period to no show: 0% of total hire charge.

Credit card and debit card charges are non-refundable. A cancellation administration fee of £75 will be charged.

Customers are advised to check THEIR OWN travel insurance policy in the event of a cancellation by the hirer. Transfer of hire may be possible, if all terms of hire are met by the 'new' hirer. This will incur a minimum charge of £150.

9. CANCELLATION BY MID NORFOLK MOTORHOME HIRE

Mid Norfolk Motorhome Hire reserve the right to cancel a reservation before or at the proposed commencement of hire as follows:

Named Driving License is not produced or valid in accordance with stated conditions at time of hire

Failure to provide funds for deposit payment

If we deem that you are unfit to be in control of the motorhome through alcohol or drugs

Over occupancy of vehicle in accordance with the provision of seatbelts

Failure to provide correct documentation at time of hire

Address on driving license does not match billing address. Additional proof of ID is required

Hirers from outside UK must provide a valid passport and driving license as proof of ID

Due to operational issues affecting rental fleet

No compensation available for additional arrangements booked by hirer (e.g.: flights, event tickets, camp sites etc.)

Mid Norfolk Motorhome Hire reserve the right to refuse to hire to any person, without stating cause.

10. RIGHT TO CHANGE OF VEHICLE

Every effort will be made by Mid Norfolk Motorhome Hire to ensure you receive the motorhome requested. However, Mid Norfolk Motorhome Hire reserves the right to change your motorhome type in the event of an operational issue. A full refund will be offered if the alternative motorhome is not acceptable. No extra costs will be met by MNMH for booked extras associated with the onward trip.

11. SECURITY DEPOSIT/ADDITIONAL CHARGES

There is a refundable £1,250.00 Security Deposit payable by credit card or debit card, the amount will be debited from your account immediately. This is fully refundable and will be processed within seven days of return of the vehicle to the agreed location, on the agreed date and time, in the same condition as it was let out, with the toilet and grey water tank empty, the interior clean including all cooking appliances and the fuel tank FULL.

Mid Norfolk Motorhome Hire reserves the right to increase the security deposit for licence endorsements and specific events e.g. major sporting events, county shows and Festivals as determined by the insurers.

This security deposit will be used to fund any loss or damage what so ever to equipment, fixtures, fittings, windows, tyres etc or negligent damage to the vehicle.

The hirer agrees to pay Mid Norfolk Motorhome Hire any additional costs over and above the security deposit value should damages exceed the security deposit value.

If the fuel tank is not left FULL a standard charge of £125 will be charged to the customer to cover fuel and time involved to rectify this issue.

A cleaning fee of £100 will be charged against the deposit if the vehicle is not returned with the interior in a clean condition. If smoking in the vehicle is detected a £300 defumigation clean will be charged.

An additional fee of £50 will be charged against the deposit if the toilet and waste tank are not emptied prior to the return of the vehicle. Please note there are NO toilet cleaning facilities at TJC Landrovers depot so toilets and waste tanks must be cleaned prior to returning the campervan.

12. EUROPEAN TRAVEL

European cover (£15 per day extra per driver) is mandatory and you will be in breach of these terms and conditions should you take a vehicle into Europe without prior notice. Removal of the motorhome from the UK, without prior permission will incur a minimum charge of £1250.

The policy will cover countries that are EU Member States and part of the European Union :-

The EU countries are: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.

Travel outside of these countries listed above will be in breach of these terms and conditions and you will not be covered by any insurance, and will be subject to a minimum charge of £1250.

13. HIREABLE EXTRAS

We have two unbraked trailers available should you wish to take extra equipment with you on your hire. For more information please contact us. PLEASE NOTE. These are the only trailers that you are insured to tow.

14. CREDIT AND DEBIT CARD PAYMENTS

We accept Visa and MasterCard debit, credit cards and BACS payments only.

The customer irrevocably authorises Mid Norfolk Motorhome Hire to complete any documentation and to take any other action to recover from my credit or debit card issuer all amounts due pursuant to this Agreement, including any amounts 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, congestion charges, and associated administration costs);

The customer WILL NOT dispute liability to Mid Norfolk Motorhome Hire for ANY amount due under this agreement and shall indemnify and keep indemnified Mid Norfolk Motorhome Hire against any loss incurred (including legal costs) by reason of notifying my credit or debit card issuer of such dispute;

15. USE OF THE VEHICLE

During the rental period, the hirer will not and will not allow the Vehicle to be;

- a) Driven otherwise than in a cautious, prudent and normal manner;
- b) Used in a manner which could cause damage;
- c) Driven in a prohibited area
- d) Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- e) Left with the ignition key in the vehicle (ignition or otherwise) while it is unoccupied. f)

Driven by persons:

- Under the age of 23 years (without prior approval);
- Who is not authorised by law to drive the Vehicle. Particulars of a proposed licensed driver of the Vehicle are set out under the heading 'Hire's name/ contact' on the Rental Agreement.
- g) Damaged by submersion in water or contact with Salt Water
- h) Used for any illegal purpose for any race, rally or contest
- i) Used to tow any vehicle or trailer, unless hired under the hire agreement
- j) Used to carry passengers or property for hire or reward
- k) 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

- 1) Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material
- Mattending a festival or major sporting event without notifying Mid Norfolk
 Motorhome Hire. Any insurance or breakdown issue at an unspecified festival or major
 sporting event (not informed to MNMH by the hirer) WILL NOT be covered and will be at
 the hirer's expense
- n) Driven on any road surfaces other than on sealed / bitumen roads or suitable caravan sites.
- o) Otherwise used in breach of my obligations under this Agreement.

16. VEHICLE SYSTEMS

Mid Norfolk Motorhome Hire will carry out a full Pre-Checkout Inspection (PCI) on every vehicle before the commencement of hire.

The PCI involves testing every system on board the vehicle to ensure they are operating correctly. In conjunction with this the hirer will be taken on a tour of the vehicle and shown how each system works. Should an onboard system fail during your hire, Mid Norfolk Motorhome Hire will make every effort to remedy the fault whilst you are away but, in some circumstances, this may not be possible and Mid Norfolk Motorhome Hire cannot be held responsible and will not refund any monies should a loss of service be encountered.

No alterations, additions or repairs to the Vehicle should be made without the prior written consent of Mid Norfolk Motorhome Hire. Any repairs/additions carried out without the express permission of Mid Norfolk Motorhome Hire that require further work, will be charged to the hirer.

17. VIOLATION OF TRAFFIC LAWS AND REGULATIONS

Driver(s) are personally liable for all legal penalties and fees pertaining to any traffic violation infringements under the current Road Traffic Legislation applicable in the United Kingdom and Europe.

Mid Norfolk Motorhome Hire will contact the customer after the rental agreement finishes if any traffic violation infringements are presented to MNMH for your hire period. Your details will also be passed onto the relevant authority. The driver(s) will be liable for any penalties and fees pertaining to any traffic violation that has been incurred during their hire period.

Mid Norfolk Motorhome Hire will notify the driver(s) of any speeding or parking fines and an administration charge of £40 for each infringement incurred throughout the hire period.

18. BREAKDOWN

24 HOUR Roadside Assistance is provided under the hire contract, by the RAC, full details are in the welcome folder in the motorhome. Any issues arising for the hirer in respect of this, must first be addressed to the provider, RAC. The hirer may instruct repairs to the maximum value of £50. Mid Norfolk Motorhome Hire must be notified by telephone on 01328 838484 or 07785 706296 for repairs in excess of this amount. Reimbursement will be made only on production of valid Vat receipts. No responsibility can be accepted by Mid Norfolk Motorhome Hire for any loss or damage or expense which occurs as a result of any defect or breakdown unless it is due to a proven reason of the operator's failure to adequately maintain the motorhome in a fit state and condition.

19. ACCIDENT RESPONSIBILITY

- a) In the event of any accident, loss or damage arising out of the use of the vehicle, the hirer must notify Mid Norfolk Motorhome Hire within 24hrs of the happening of the event, ideally immediately in the event of a road traffic incident/accident. NO responsibility can be accepted by MNMH for any loss or damage or expense which occurs as a result of any incident/accident. If the hirer is involved in an accident/incident, they are required to:-
 - Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;
 - Complete an accident report form as supplied. Take as many photographs of the incident and area as possible to assist a possible claim;
 - Not make any admission of liability to other parties, settlement offer or other offer;
 - Assist MNMH in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.
- b) The excess or other amount due in respect of any damage 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.
- c) The hirer is liable for any costs relating to the delivery of a change over vehicle (if available) as a result of an accident regardless of which party is at fault.
- d) No security deposit or insurance excess will be refunded until claim is settled.

20. CONDITIONS OF HIRE

The rental agreement is the sole contract for hiring the vehicle between Mid Norfolk Motorhome Hire and the hirer(s), driver(s) and/or passenger(s)

Mid Norfolk Motorhome Hire takes no responsibility for any delay, loss, damage or injury that a hirer might experience no matter how it is caused or by whom.

These conditions cannot be varied or altered or waived by any employee or representative of Mid Norfolk Motorhome Hire or by anyone providing services or facilities.

Mid Norfolk Motorhome Hire cannot be bound by any representative or statement unless it is CONFIRMED in WRITING by MNMH management.

21. COMPLAINTS

Mid Norfolk Motorhome Hire are contactable on 01328 838484 (during normal office hours) and 07785 706296 (07.00-22.00) throughout the rental period. Please note the contact of the mobile number may be affected by signal. All faults, damage or complaints must be reported immediately one of these numbers 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 Mid Norfolk Motorhome Hire in writing within 14 working days.

22. PRIVACY

The hirer acknowledges and agrees to be bound by our privacy policy. See website for details.

23. DATA PROTECTION ACT

The information that you have provided to Mid Norfolk Motorhome Hire will be used to fulfil this contract placed with us. We will not pass this information onto any other organisation outside Mid Norfolk Motorhome Hire other than to our insurer.