

# james alpe

## LIMITED

### Terms & Conditions – Motorhome Hire

1. **James Alpe Vehicle Hire is the trading name of James Alpe Ltd**
2. **Your contract with us** – when you sign the form on page 1 of this rental agreement you accept the conditions set out in this rental agreement. Please read this agreement carefully. If there is anything you do not understand, ask a member of staff to explain it.
3. **Rental Period** – You will have the vehicle for the period shown in the agreement. We may agree to extend this rental period, but the total rental will not be for more than 90 days.

If you break the agreement, we can ask you to bring back the vehicle before the date and time we have agreed with you. To do this we will give you written notice in person or send it to the address you have.. Once we have given you the notice in person, you will no longer have our permission to use the vehicle. If we send you a notice in the post, one day after we have posted it you will no longer have our permission to have the vehicle. We may then take back our vehicle. If we believe you have given us false information, we may take back the vehicle without giving you any notice.

4. **Your responsibilities** – You must inspect the vehicle and any accessories we provide before you take the vehicle. If you are not satisfied with the vehicle or you do not think the condition of the vehicle meets are pre-rental inspection report, you should let us know.  
You must look after the vehicle, any accessories and the keys. You must always lock the vehicle when you are not using it and use and security device which is fitted or we supply. You must always protect the vehicle against weather conditions which could cause damage, particularly the awning. You must make sure you use the right kind of fuel and fluids in the vehicle.  
Depending on section 11 of this agreement (Our Motor Insurance and Damage Protection Programme) you are responsible for any damage to the vehicle including under carriage damage and overhead damage (above 6ft in height) caused by but not limited to hitting low level objects such as bridges, low hanging trees, branches or barriers along with damage to the awning and frozen pipework whilst the vehicle is on hire to you. You will have to pay our reasonable costs for bringing the vehicle back to the condition stated in the pre-rental inspection report. This could include but is not limited to any damage inside and outside the vehicle, cleaning costs if the vehicle is very dirt, and replacing any items or accessories.

You must not sell, rent or get rid of the vehicle or any of its parts. You must not give or try to give anyone the legal rights to the vehicle or transfer legal ownership.

You must not let anyone work on the vehicle without permission. If we do give permission we will only give you a refund if you have a receipt for the work for which you have permission.

You must let us know as soon as you become aware of any fault with the vehicle or if the vehicle is stolen or involved in an accident.

If we have agreed to drop off the vehicle at an address you give us, you will be responsible for the vehicle from the time we drop it off.

Unless we have agreed to collect the vehicle from you, you must return the vehicle to the location or rental office we agreed. You must return during the opening hours or at a time we have agreed with you. When you return the vehicle, our staff must check its condition. If a member of staff is not available to check in the vehicle during office hours you will be requested to sign a waiver form. If we agreed to allow you to return the vehicle outside of our opening hours you will stay responsible for the vehicle and its condition until our staff have checked it. We may need to clean the vehicle before our staff can check its condition.

You must not carry any object or substance because of its condition or small may harm the vehicle or delay renting or selling it.

You are responsible for all damage whatsoever caused by misuse or negligence and for all tyre repairs or replacement wing mirrors and for any broken windows and lights and for any damage to the interior of the vehicle along with any overhead damage (above 6ft in height). You are responsible for any frozen pipework which occurs whilst the vehicle is on hire to you irrespective of any 'collision damage waiver' you may have purchased.

5. **Our responsibilities** – We will identify and tell you about any existing damage to the vehicle before you sign your acceptance.

The vehicle is road worthy and suitable for you to use at the start of the rental period.

We accept no responsibility for delays and/or consequential losses from breakdown or from any other circumstances.

If for any reason the vehicle rented shall become un roadworthy for whatsoever reason we may at our discretion replace the vehicle.

6. **Property** – We are only responsible for the loss or damage to property in the vehicle if the loss or damage is a result of our neglect or we have broken the conditions of our agreement. You are responsible for removing your personal belongings from the vehicle at the end of the rental period as we are not responsible for any items you leave inside the vehicle. If you do leave items in the vehicle

we may agree to keep them for you to collect within a reasonable time period.

We recommend you take out personal travel and cancellation insurance.

7. **Availability** - Occasionally motorhomes are not available as agreed, which is almost always due to events outside of our control. If your booking has to be cancelled (which we have the right to do) we will offer you the choice of an alternative vehicle if we have availability. If no suitable replacement is available we will provide you with a full refund of all monies paid for your booking.

Availability is on a request and confirm basis at the time of reservation. It is only binding after it has been confirmed and a down payment of £500 has been received.

Settlement of the remaining balance will be due no later than 6 weeks prior to your departure date. We reserve the right to cancel any booking if the balance is not received by this time. Full payment will be required for late bookings which take place less than 6 weeks prior to the departure date.

8. **Events beyond our control** – Unfortunately events beyond our control may occasionally affect bookings. When reference is made to such events, this means any events or circumstances which the motorhome operator could not avoid, even with all due care. When an event beyond our control occurs, we cannot accept any responsibility or pay any compensation, costs or expenses where the performance of your agreement with us is prevented or affected or you otherwise suffer any loss or damage as a result. This includes any delays and/or restrictions to your hire.

During hot weather fridges and freezers in motorhomes do not always perform as expected which is beyond our control. We will not accept any responsibility for any loss of food or beverages and no compensation will be issued.

9. **Conditions for using vehicle** – Only you and any driver named on the rental agreement and anyone we have given written permission to can drive the vehicle. Anyone driving the vehicle must have a full driving licence which is valid in the European Economic Area for the type of vehicle you are renting.

You must not rent the vehicle to anyone else. You must also not use the vehicle or let someone else use it for:

- Any illegal purposes or any way which would cause nuisance.
- To carry passengers for a fee.
- For driving lessons.
- To tow or push any vehicle, trailer or other object without our written permission.
- For racing, pace making or to test the vehicles reliability or speed.
- Off roads or on roads unsuitable for the vehicle.

- If the driver has been drinking alcohol or taking drugs.
- Outside the UK, unless we have given you written permission and a vehicle on hire certificate.
- It's loaded beyond the manufacturers maximum recommendations.
- To carry unsecured loads.
- To carry more passengers than the vehicle was manufactured legally to carry.
- If the driver does not have a valid operator's licence.

10. **Charges** – We work out charges using our current price list which includes VAT. You will be responsible for paying the following charges:

- The rental and any other charges we work out according to this agreement.
- Any charges for loss or damage resulting from you not keeping to your responsibilities as set out in section 4 above.
- A refueling service charge if you do not return the vehicle to us with agreed amount of fuel.
- A cleaning fee of £150.00 of the vehicle is not returned with the interior in a clean condition.
- A fee of £100 will be applied if the toilet cassette and or surrounding containment area are not returned emptied and in a clean condition.
- A fee of £50 for any water tanks not emptied upon return.
- There is a £40 valeting fee applied to all hires whereby you have been authorised to allow pets in the vehicle.
- All charges and costs relating to damage caused by the aforementioned pets.
- All charges and costs relating to damage to the windscreen, wing mirrors, tyres (including punctures or replacement) overhead damage (above 6ft in height) and the undercarriage of the vehicle as set out in section 11
- All charges and legal costs for any congestion charge, road traffic offence or parking offence, parking charges or any other offence involving the rental vehicle, including costs from the vehicle being clamped, seized or towed away. You are responsible for paying the appropriate authority or company for any charges and costs if and when they ask for these payments. You will also be responsible for paying our administration charges of £25 for dealing with these matters.
- The reasonable cost of repairing any damage to the vehicle which was not noted at the start of the agreement whether you were at fault or not (depending on section 5). You will also be responsible for paying the reasonable cost of

replacing the vehicle it is stolen, written off, depending on any insurance you have (as set out in section 11) if and we demand this payment.

- An administration charge of £75 + VAT will be payable with all repair/replacement invoices.
- If you do not return the agreement time, a late return charge will be applied.
- A loss of income charge when we demand it if we cannot rent out the vehicle because it needs to be repaired, if it is a write-off or it has been stolen and we are waiting to receive a full payment of the vehicles value.
- We will only charge you for the loss of income if we cannot get back our losses under the damage protection programme as explained in section 11. We will charge you at the published daily rate and we will never charge you for more than 30 days. We will always do everything we can to make sure we repair the vehicle or get back our costs as soon as possible.
- Any recovery charges arising from the Driver and DVSA, HM Revenue & Customers, the Police or any other public organisation (or their agent) who has seized the vehicle. You will also have to pay us a loss of income charge while we cannot rent out the vehicle.
- Any published rates for delivering and collecting the vehicle, a charge for an extra driver or returning the vehicle late, and charges for accessories such as child car seats, sat nav systems and other similar items.
- Interest which we will add every day to any amount you do not pay us on time at the rate of 4% a year above the base lending rate as published by NATWEST bank. We will publish this rate from time to time.
- We will work out all charges in line with agreement and they will include VAT.
- Any breakdown call out charges not related to electrical or mechanical issues.
- In the event of cancellation of your rental vehicle the following charges will be applied.
  - i More than 6 weeks prior to departure – booking deposit.
  - ii 6 weeks – 2 weeks – 50% of total hire charges or booking deposit (whichever is greater).
  - iii 2 week – no show 100% of total hire charges.

You are responsible for all charges even if you have asked someone else to be responsible for them.

**11. Our motor insurance and collision damage waiver** – You can get full details of the collision damage waiver from our office.

If we arrange separate motorhome insurance, we will give you information on the motor insurance cover and any restrictions which may apply. Otherwise the conditions of

our motor insurance and collision damage waiver will apply. By signing the appropriate box of the rental agreement you are accepting the conditions of our motor insurance.

We have a legal responsibility to have third party motor insurance. This provides cover for claims if you injure or kill anybody or damage their property.

We will provide cover of 50% of the loss or damage to the vehicle if you have purchased the 'collision damage waiver'. Even if you accept this you still have to an amount up the 'responsibility amount' every time you damage the vehicle. The responsibility amount you have to pay will be shown in the rental agreement.

Even if the 'collision damage waiver' is purchased you are responsible for payment in full for damage to windscreens, wing mirrors, tyres (including punctures or replacement) overhead damage (over 6ft) or the undercarriage of the vehicle along with the awning and frozen pipework.

**12. Your own Insurance** – You may arrange your own motor insurance to cover your legal responsibility for any loss, or if the vehicle is stolen or damaged for the full period you are renting for. You must prove that this motor insurance is valid and sign the confirmation on the rental agreement. We have the right to agree:

- The amount of cover you arrange
- The type of policy you choose
- The Insurer you choose.

We must be satisfied with the insurance cover and policy conditions and you must not change them. We may ask your insurers to record our name as owner of the vehicle. If the vehicle is damaged or stolen we will negotiate any settlement for loss or damage with your insurers and will receive any money they pay out. This includes allowing us to take legal action in your name and defending any proceedings taken against you. You are responsible for paying the full claim and paying all costs if the policy you have arranged fails and the vehicle is damaged, lost or stolen or someone else makes a claim.

**13. What to do if you have an accident or the vehicle is stolen** – If you are involved in an accident you must not admit that you are responsible. You should describe the situation as fully as possible when you are asked to do so by the Police and us. You should get the names and addresses of everyone involved including witnesses. You should also:

- Make sure the vehicle is secure
- Tell the Police straight away if anyone is injured or if there is a disagreement over who is responsible
- Contact us straight away.

You must then fill in our accident report form and send it to our address shown on the rental agreement. If the

vehicle has been stolen you must tell us as soon as possible and confirm this in writing. You or any authorised drivers will also need to:

- Get names of any witnesses and give them to us
- Send us any notices or other documents relating to any legal proceedings arising out of theft or loss.
- Help us and our insurers in any legal proceedings, including allowing us to take legal action in your name and defending any legal action taken against you
- Give us back all keys and report the theft of loss to the Police as soon as reasonably possible.

**14. Data Protection** – By entering into this rental agreement you agree that we can process and store your personal information in connection with this agreement. We will use your information to analyse statistics for market research, credit control and to protect our assets. You agree that if you break the terms of this agreement we can pass on your personal information to credit reference agencies, debt collectors, the Police or any other relevant organisation. We can also give this information to the British Vehicle Rentals and Leasing Association (BVRLA) which can share your personal information with its members to prevent crime and protect its assets as allowed under the data protection act 1998.

**15. Ending this agreement** – We will end this agreement if we find out that your belongings have been taken away from you to pay off your debts or a receiving order has been made against you. We may end this agreement if you do not meet its main conditions.

If you are a company we will end this agreement if:

- You go into liquidation
- You call a meeting of creditors
- We find out that your goods have been taken away from you until you pay off your debts
- You do not meet the conditions of this agreement.

If we end this agreement it will not affect our right to receive any amount you owe us under the conditions of this agreement. We can also claim reasonable costs from you if you do not meet the main conditions of this agreement. We can repossess the vehicle and charge you a reasonable amount for doing so.

**16. The Law** – We aim to deal with all disagreements fairly and calmly. If we cannot deal with a disagreement, we may take the matter to the BVRLA's conciliation service. This agreement is governed by the laws of the country in which you have signed it. Any disagreement may be settled in the courts of that country. This agreement contains all the conditions which we have agreed and replaces any written or verbal agreements we have with you.

**17. Excess** – There is an excess of £1000 applying to any damage to this vehicle.

**SIGNATURE:**

**PRINT NAME:**

**DATE:**