

# Terms and Conditions

## 1. Your contract with us

These are the terms under which the vehicle is rented by the hirer (“you”) by the lessor (“us”) and on which any insurance cover is provided for you by us. It is important that you read and understand these terms before you sign the Rental Agreement.

## 2. Period of hire

You will have the use of the vehicle described for the period specified on the rental contract. With our written agreement you can extend the rental period, but this shall not exceed 90 days in total.

If the vehicle is not returned by the due back time and date to the agreed place of return, our consent for your continued use of the vehicle will automatically be withdrawn and we shall be entitled to charge you for each day or part of a day’s unauthorised usage at the prevailing published full daily rate or hourly rate until the vehicle is returned or recovered.

You will be responsible for the vehicle, its accessories and its parts and fully liable under these terms of rental from the time we give you the keys, or we leave them at the place and time which we have arranged with you in advance. You continue to be responsible and fully liable under these terms of rental until the vehicle and keys are returned to us by returning them to our authorised representative or any other method previously agreed in writing by us.

## 3. Your responsibilities to us

- You must make payment on demand for all charges as set out in condition 7 below.
- You must look after the vehicle and keys to the vehicle, making sure it is locked and secured when not in use and properly protected against damage due to bad weather. You must ensure that the correct fuel is always used. When not in use, you must set and use any security device fitted to or supplied with the vehicle.
- You must not sell, rent, or dispose of the vehicle or any of its parts, or allow anyone else to have or obtain possession or rights over it.
- You must not allow any repair work to be carried out on the vehicle without our permission. We will reimburse you for repairs on production of a receipt only where the repairs have been previously authorised by us.
- You must return the vehicle, in similar condition as when received, to the agreed place of return during our published hours of business and agree the physical condition of the vehicle with a member of staff. If less obvious signs of damage are found after the return and during the cleaning process of the motorhome, which can take up to 48 hours, you will be notified via email. If the vehicle needs more than our standard valeting or the interior and exterior has been damaged in any way, then you will be responsible for the cost of rectifying the damage. Responsibility for such damage is not covered by our insurance but may be covered on a waiver insurance if you choose to take a policy out.

- While you are renting the vehicle, you will be liable as if you were the owner for any offences committed under the Road Traffic Acts (or any equivalent legislation) and any other relevant loss in respect of the vehicle and its use during the rental period which results in the imposition of
- Fixed penalties or excess charges. You also agree to us sending you any notices requesting such fines to the address given overleaf and that you will settle all such penalties and charges incurred during the period of rental in a timely manner and so as not to cause us any loss. You agree to indemnify us against any costs, expenses and losses incurred by us as a result of any such penalties or charges.

#### **4. Our responsibilities to you**

The vehicle will be roadworthy and fit for normal use. If it is not, or it becomes unfit for normal use during the rental you should inform Ugo Motorhome Hire or telephone the emergency number given to you at the time of rental. If you have followed these terms we will endeavour to repair or replace the vehicle. We will not be liable for damages arising from defects other than defects or mechanical failures attributable to a breach of this warranty or a breach of any duty or law to take reasonable care of the safety of the vehicle. If the vehicle is damaged internally or externally whilst in the hirers possession you must inform us immediately to ensure a fast repair for the next hire. Nothing in these terms and conditions shall be deemed to exclude or restrict our liability for death or personal injury resulting from our negligence or any other liability which cannot be excluded as a matter of law.

#### **5. Booking**

Reservations can be made either in person, via telephone or online using the automated online booking system.

Bookings will only be held when a rental agreement has been completed and the deposit paid.

At the time of booking a non-refundable £250 deposit is payable. This applies to all holiday durations. The deposit will be deducted from the total payable.

Booking confirmation will be sent via email and will have our terms and conditions attached.

Payment for the booking must be cleared in full 42 days prior to the holiday date.

Bookings made within the 42 days period must be paid for in full at the time of booking.

Failure to pay will result in motorhome hire cancellation.

#### **6. Driving Licences & Proof of ID**

Any driver must have a minimum of 3 years driving experience and must be between the ages of 25 and 75.

All drivers must submit their driving licence number along with a DVLA share code. The link will be sent to you closer to the date of rental. All endorsements must be declared.

All drivers must be present at the time of collection and produce a photo driving licence and proof of identity in the form of a utility bill or credit card or bank statement dated within the last 3 months.

Licence offences must meet the driver eligibility requirements of the insurance company (a maximum of six points)

Visitors from abroad must produce a valid, unendorsed domestic driving licence or international driving licence as well as a passport

Only named drivers who have met the insurance eligibility requirements are permitted to drive the motorhome

## **7. Collection & Return of the Motorhome**

Collection of the motorhome is from 12pm and will be arranged in advance subject to availability on the day. Times may vary in peak season.

Please allow 1 hour for a comprehensive walkaround.

Return of the motorhome must be between 9am and 11am unless otherwise arranged.

Failure to return the motorhome before 11am will result in the hirer receiving a surcharge at the rate of £50 per hour.

There is no refund for early return.

The motorhome will have a full tank of fuel on collection and must be returned with a full tank of fuel – charges apply otherwise. The motorhome must be filled at a station within 3 miles of the depot.

The hirer will acknowledge delivery of the motorhome and the contents, free from defect and damage and complete unless otherwise specified on the motorhome checklist.

The hirer is advised to check the motorhome thoroughly before leaving the UGo Motorhome Hire premises.

Upon return the motorhome will be checked for damage, cleanliness, fuel levels, any hired options and conditions that will affect the insurance security deposit.

## **8. Cancellations and Refunds**

Cancellations must be submitted in writing.

COVID-19

Full refunds or a holiday re-schedule will be offered if the government imposes restrictions that cause the following:

1. Closure of UGO Motorhome Hire Ltd on the date of your collection.
2. Full country lock-down restricting any travel. Regional lock-downs will not apply.
3. Self-isolation due to one of your travelling party testing positive for COVID-19 over the dates you are due to travel. You will need to show the positive test results.

UGo Motorhome Hire recommend that the hirer take out holiday insurance against unavoidable cancellation.

Refunds will be processed within 5 working days of notification of cancellation.

Cancellations will incur fees and will be calculated on a pro rata basis as defined below

1. More than six weeks before the start of hire – loss of deposit. The hirer will be offered an alternative date for hire.
2. Four to six weeks before the start of hire – 30% of hire charge not including deposit.

3. Two to four weeks – 50% of hire charge not including the deposit.
4. Two weeks – 100% of hire charge not including the deposit.
5. A no show will be treated as a cancellation and will be non-refundable.

## **9. Pets**

UGo Motorhome Hire allow dogs in all the motorhomes, a maximum of 1 medium sized dog or 2 small dogs. Please ensure that all pets are clean and dry before allowing them into the motorhome. All soft furnishing must be covered. Any damages and extra cleaning from pet odour will be charged for accordingly.

## **10. Smoking**

Smoking is strictly prohibited in all our motorhomes, day tents and under awnings.

Smoking in the motorhome, day tent and under awnings will result in a £300 charge.

## **11. Personal property**

We will not be liable for loss or damage to property left in the vehicle either during the period of hire or there- after. Such property is entirely at your own risk. The vehicle will be inspected on return and any property found will be available for you to collect for a period of seven days. Any unclaimed property may be disposed of by us after that time. Vehicles left in our carpark whilst using the hire vehicle are left at the owner's risk.

## **12. Fuel, Gas & Water**

Fuel is at the hirers expense. The motorhome will be provided with a full tank of fuel when it is collected. The Motorhome must be returned with a full tank of fuel

A full gas cylinder will be provided with the motorhome. If gas needs replenishing during the rental period, the hirer is responsible for the cost of buying further bottles

The hirer is responsible for checking oil and water levels daily in the engine and other necessary motorhome components, such as checking tyre pressure

The hirer must ensure that the correct fuel is used, incorrect fuelling will be charged to the hirer

Water in the motorhome must be kept at a minimum of ¼ tank to reduce the risk of airlock in the water system

All waste tanks including the toilet canister must be emptied

## **13. Conditions of use**

The vehicle must not be used or driven

- by any person other than named as a driver or authorised by us in writing and holding a full valid current driving licence.
- for the carriage of passengers for hire or reward.
- for any unlawful purpose or in any way which breaks the Highway Code, road traffic laws or any other laws.

- for racing, pace making, reliability trials, speed testing or driving tuition.
- to carry a number of passengers and/or baggage which would cause the vehicle to be overloaded.
- without our prior written consent outside England, Scotland and Wales.
- while in an unroadworthy condition or while failing to comply with any statutory provision.
- for carrying corrosive, radioactive, inflammable, explosive or other harmful substances.
- for carrying anything which due to its smell or condition will harm the vehicle or prevents us from hiring the vehicle again immediately.

If you do not follow these terms you will have to reimburse any charges, damages, and expenses we may incur.

#### **14. Charges**

All charges are calculated in accordance with our current tariff and based on your use of the vehicle as specified. Unauthorised usage may incur additional charges as published in our current tariff available at the rental location.

You will pay on demand charges including: -

1. the rental and other ancillary charges calculated in accordance with this agreement.
2. any charge for losses or damage outlined in section 3
3. our fuelling service charge where the vehicle is returned with less fuel than when the rental began. The refuelling service charge is based on the rates published at our local filling station plus a £25 refill fee.
4. the full cost of repair or replacement for damage or loss including theft including any towing and storage costs, howsoever caused, regardless of fault.
5. a loss of revenue charge whilst the vehicle is being repaired or whilst we secure reimbursement of the vehicle value. Charges for loss of revenue will be calculated at our normal published daily rate from the time the vehicle is incapable of rental until its repair Or in the case of write-off until full payment of the vehicle value is received, subject in each case to a maximum liability of 30 days rental charges. In either case, we will take all reasonable steps to ensure prompt repair or payment.
6. any delivery and collection charges.
7. Value Added Tax and all other taxes on any of the charges listed above as appropriate.
8. interest, which shall accrue daily at the rate of 4% per annum above the base lending rate of Barclays Bank plc from time to time on any sum that is not paid when due.
9. Speeding: If the driver of the motorhome is found to be speeding Ugo Motorhome Hire will charge £25 each time the motorhome is driven over the legal speed limit.

If you have requested that some other person or company should be responsible for the charges you will nevertheless remain liable for payment of these charges.

#### **15. Insurance**

Our Motorhomes have comprehensive insurance on the UK mainland and Europe for the named drivers listed on the hire agreement for the period of the rental. The insurance will cover the hirer for road traffic accident only where third party is involved. The insurance does not cover any damage to the interior or exterior where damage has been caused by accident where a third party is not involved, or negligence or damage has occurred whilst the motorhome is unattended. Please note this insurance does not cover your personal property and you are advised to arrange holiday insurance.

Damage caused to tyres/wheels, wing mirrors, glass, underside panels including taps, pipes and exhausts, side panels, rear panels including windows and cab of the vehicle or overhead damage (defined as over 6feet/1.85metres) or the filling up with the wrong type of fuel will be the hirers' responsibility and is not covered by our insurance. This includes branch damage from trees and bushes, damage underneath from driving over rough or uneven ground, kerb damage and damage to wheels, skirts, and arches.

You should also note that:

1. the insurance cover may end if you do not return the vehicle to the agreed place at the agreed time.
2. the insurance cover may be cancelled if you have given any false information.
3. only drivers we have first approved are covered by the insurance.

Full details of cover are available at the rental location.

#### **16. Insurance Excess Security Deposit**

A £1000 payment will be taken on the day of collection for the insurance excess security deposit. This is fully refunded providing that no claims are made through the insurance company and that the motor home is returned on time, refuelled and in a clean and undamaged state - including toilet, shower, pots, pans and cooker, beds etc., You will be liable for any damage or missing items from the hire vehicle. In the event of an insurance claim the £1000 deposit will cover the full insurance excess.

In the case of damage due to negligence Orin the case of damage to the interior, the full cost of rectification will be charged directly to the customer. An insurance claim will not be made.

UGO Motorhome Hire reserves the right to withhold all or part of the deposit to pay for any repairs, until such a time that the repairs may be completed. If the repair costs are beyond the £1000 deposit Ugo Motorhome Hire will seek to recover the excess from the hirer. Once the motorhome has been cleaned, thoroughly inspected and we are happy that the motorhome has been returned in the same condition as was at the beginning of the rental period the deposit will be refunded.

Card processing fees will also be charged at the rate charged to Ugo Motorhome Hire.

Motorhomes must be returned internally clean, undamaged, all equipment tools and accessories as when received and returned on time. Please do not clean the outside of the motorhomes.

If charges, including damage repair and replacement exceed the level of security deposit paid, you will be charged any additional sum to cover this excess and that some will be due immediately at the end of the hire. An admin cost of 5% of value will also be applied.

The following charges may be deducted from the security deposit

1. Toilet cassette and housing not emptied and cleaned: £75
2. Cooker hob and grill not cleaned: £35
3. BBQ not cleaned: £20
4. Smoking in motorhome: £300
5. Damage to any mattress will be priced as per manufacturers cost to replace or where possible professional cleaning.
6. Microwave damage £35 up to £300 dependant on damage
7. LCD TV damage £300
8. Kitchen clean including fridge, cupboards, and drawers £35. Damage to fridge will be priced as per manufacturers cost to replace parts
9. Damage of wheels and tyres will be priced as per manufacturers cost to replace
10. Tents, awnings, tables, chairs not packed away in a dry condition £75
11. Windscreen damage – cost of replacement
12. Any items or equipment damaged beyond economical repair will be charged at the full replacement rate
13. Loss of keys will be priced as per manufacturers cost to replace

#### **17. What to do in the event of loss or damage to the vehicle**

In the event of theft of the vehicle or any of its parts or accessories, or if the vehicle is damaged by a criminal act or in an accident in which someone is injured, you must immediately contact the local police and report the incident. You must also call the Ugo Motorhome Hire to report the incident. You should also report any damage done by any non-criminal act to the rental location, the vehicle must not be used if it is rendered unroadworthy.

You should always:

- record the police crime number and the reporting officer's name.
- collect the names and addresses of any witnesses to the incident.
- avoid admitting liability or saying anything which may implicate yourself.
- send to the rental location all papers and documents received relating to the incident.
- fill in our accident report.
- at all times co-operate fully with us and the insurers, including where any legal action is taken.

Any money you may receive in respect of loss or damage to the vehicle must be immediately forwarded to us and at no time should be spent by you. You will hold any such money in trust for us.

#### **Breakdowns and Accidents**

The vehicles are covered by European Breakdown cover.

In the event of a breakdown UGo Motorhome Hire should be contacted immediately.

Contact numbers for the breakdown provider will be held in the vehicle in the vehicle instructions pack.

The hirer may authorise repairs up to £50, this will be reimbursed on return of the vehicle, please keep all receipts, and produce on return.

The hirer must obtain permission from UGo Motorhome Hire for any costs above £50.

It is the hirers responsibility to ensure that all passengers are wearing seatbelts.

In the event of an accident UGo Motorhome Hire must be informed immediately and the vehicle accident report form filled in, please include diagrams on the reverse of the form. The form can be in the instruction folder.

In the event of an accident, if the hirer is at fault, it will be the responsibility of the driver.

### **18. Severability**

In the event that any term of this agreement is held by a court of competent jurisdiction to be unenforceable or unlawful for any reason, such term will be held to that extent only to be removed from this agreement and the remainder of this agreement shall remain in full force and effect.

### **19. Jurisdiction**

This Agreement is governed by and construed in accordance with the laws of the country in which the rental commenced. Any dispute arising out of the terms of this agreement will be determined exclusively by the courts in that country.

### **20. Data Protection**

By entering into this rental agreement, you agree that we can process and store your personal information in connection with this agreement including data collected from the vehicle. We may use your information to contact, unless you have chosen to opt out, you with future offers. You agree that if you break the terms of this agreement, we can pass 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 rental and leasing association which can share your personal information with its members to prevent crime and protect their assists as allowed under the data protection act 1998.