

## Terms & Conditions

THIS AGREEMENT IS BETWEEN: THE OPERATOR (Go Explore Motorhome Hire) and THE HIRER (You)

### 1. YOUR CONTRACT WITH THE OPERATOR

By taking the hire vehicle you are accepting these times and conditions. Please read this agreement carefully. If there is anything you do not understand or do not agree with, please ask GoExplore.

### 2. BOOKING CONFIRMATION AND PAYMENT

An initial payment of **£250** is required to confirm the booking, which is non-refundable and enters you into a binding contract for the hire. The balance of your hire money is payable six weeks prior to the start date of your hire, or at the time of booking if you book less than six weeks from the start date of your hire. Where you choose to pay by **credit card we will make a charge of 2.5%** in respect of each payment. There is no charge for debit cards. Any documentation you are requested to provide by GoExplore must be received six weeks prior to the start date of your hire or within two days of booking if less than six weeks from the start date of your hire. Failure to provide full payment and documents as above will result in the booking being cancelled and the loss of your £250 initial payment.

Drivers must be aged between **25 and 70 years of age** and have had a full driving license valid for the relevant vehicle for at least five years prior to the commencement of the hire. Drivers who passed their test after 1996 are restricted to the weight of motorhome they can drive, 3500kg. All our motorhomes are within this weight.

Drivers must be free of endorsements on their license except for minor parking offences or speeding offences; any more than 3 points on their license will be subject to an additional insurance surcharge.

**Taking the motorhome abroad** is allowed (**7 day minimum hire –and mileage restrictions may apply**) and we must be notified at the time of booking, an insurance supplement of £75.00 per week is charged for the European hire, and we prefer the age of the driver to be no younger than 27. The price we quote for the hire will be for 1 driver only, additional drivers can be added for £5 per day or £35 per week and also must produce same ID documents as main driver.

### 3. CANCELLATIONS

All cancellations must be notified in writing to GoExplore, but please call GoExplore immediately to inform them as this will improve the chances of re-hiring the motorhome. If notification of your cancellation is received more than six weeks before the start date of your hire you will be refunded in full less the initial payment of £250.

If notification of your cancellation is received less than six weeks before the start date of your hire all monies paid and due are not refundable and you are still liable for any sums not yet paid. However, GoExplore will do all it can to rehire the motorhome and if they are able to do so, you will be refunded up to a maximum of your total hire less your initial payment of £250, subject to the amount GoExplore is able to rehire the motorhome for.

### 4. COLLECTION AND DELIVERY TIMES

Unless otherwise agreed with the operator, the motorhome will be available on the day of collection from the agreed location at 4.00 pm and must be delivered back to the agreed location by 11.00 am on the last day of hire.

**Late returns** can have a significant impact on the next hire. If you fail to return the your motorhome on time you may be liable to an extra charge at the discretion of the operator, but typically **£50** plus any additional costs incurred by the operator as a result. There are no refunds for motorhomes returned early.

### 5. AVAILABILITY

Occasionally motorhomes are not available as agreed, which is almost always due to events beyond the motorhome operator's control (see below). If your booking has to be cancelled (which the motorhome operator has the right to do) GoExplore, will offer you the choice of an alternative motorhome or, if no suitable replacement is available, provide a full refund of all monies you have paid for your booking.

### 6. EVENTS BEYOND THE OPERATOR'S CONTROL

Unfortunately, events beyond the motorhome operator's control occasionally affect bookings. When reference is made to such events in these Conditions of Hire, this means any event(s) or circumstance(s) which the motorhome operator could not, even with all due care, foresee or avoid.

The motorhome operator can't accept responsibility or pay any compensation, costs or expenses where the performance of your contract with the motorhome operator is prevented or affected or you otherwise suffer any

loss or damage as a result of events beyond the motorhome operator's control. This includes any delays to and/or restrictions to your hire to which you may be subject. However, if your booking has to be cancelled as a result, GoExplore, the motorhome operator will of course offer you the choice of an alternative motorhome (if available) or refund as described above.

## 7. SUITABLE PERSONS

The motorhome operator has the right to refuse to hand over a motorhome to any person who, in the reasonable opinion of the motorhome operator, is not suitable to take charge. In such cases, all hire charges paid will be refunded in full but the motorhome operator has any further liability.

## 8. PETS

The acceptance of pets in the motorhome is **strictly forbidden**.

## 9. SMOKING

The acceptance of smoking in the motorhome is not allowed, any infringement will incur a cleaning cost of £120.

## 10. BED LINEN AND TOWELS

Bed linen, pillows and towels are not provided with the motorhome as standard. If you specifically require these items or are travelling from abroad please enquire about availability. Price for hire £10 per person.

## 11. RENTAL PERIOD

You will have the vehicle for the rental period shown in the agreement. If you do not bring the vehicle back on time you are breaking the conditions of this agreement. You can be charged for every day or part day you have the vehicle after you should have returned it. Until the vehicle is returned you will be charged the daily rate of your hire plus 50%.

## 12. YOUR RESPONSIBILITIES

- a. You must look after the vehicle and the keys to the vehicle. You must always lock the vehicle when you are not using it, and use any security device fitted to or supplied with the vehicle. You must always protect the vehicle against bad weather which can cause damage. You must make sure that you use the correct fuel. You are responsible for any damage to the vehicle caused by hitting low level objects, such as bridges or low branches.
- b. You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.
- c. You must not let anyone work on the vehicle without the Operator's permission. If the operator does give you permission, you will only receive a refund if you have a receipt for the work.
- d. You must let the operator know as soon as you become aware of a fault in the vehicle.
- e. You must bring the vehicle back to the place agreed, at the time agreed and remain responsible for the vehicle until this time. The operator must see the vehicle to check that it is in good condition.
- f. You will have to pay for repairs if:

- **The vehicle needs more than our standard valeting (cleaning);**
- **You have damaged the vehicle, inside or out**

- g. Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle.
- h. You are responsible for any loss or damage to the motorhome including that caused by neglect, misuse, accident or not your fault.

If the hirer is found to have damaged the vehicle through negligence, and/or no other vehicle was involved, the hirer will be responsible for **FULL RECTIFICATION COSTS**.

The items **that are not covered by the insurance** include; **front and rear bumper, overcab moldings, any part of the motorhome over 7ft, roof lights, windows, wing mirrors and external doors, vehicle engine, (other than wear and tear), incorrect fuel or fuel contamination, fuel in the fresh water system and running out of fuel** and all charges resulting from these points.

## 13. CONDITIONS FOR USING THE VEHICLE

The vehicle must only be driven by you and any other driver named on the hire insurance policy, or by anyone else we authorize in writing. Anyone driving the vehicle must have a full valid driving license.

You or any other authorized driver must not:

- Use the vehicle for hire or reward;
- Use the vehicle for any illegal purpose;
- Use the vehicle for racing, pace making, testing the vehicle's reliability and speed or teaching someone to drive;
- Use the vehicle while under the influence of alcohol or drugs;
- Drive the vehicle outside England, Scotland and Wales, unless we have given you written permission;
- Overload the vehicle;

The total number of people that can be carried in the vehicle is limited to the total number of seatbelts fitted. This is a legal requirement – you must not carry anyone that is not using a seatbelt.

#### 14. CHARGES

Charges are based on GoExplore price list at the time of booking. You will be charged for:

- The rental and any other charges we work out according to this agreement.
- A charge for any loss or damage to the motorhome including that caused by neglect, misuse, accident or not your fault, subject to the cover provided by the hire insurance.
- Any charge for loss or damage resulting from you not keeping to condition 12.
- You must empty the toilet cassette at the end of the hire period. There is a £50 charge for un-emptied cassettes.
- A refueling service charge if you have used, and not replaced, more fuel than was supplied originally. The charge is based on the cost of the fuel plus £20.
- Gas is included, but should you need to replace an empty bottle during the course of your hire, this is your responsibility.
- All fines and costs (including court costs) for parking, traffic or other offences, congestion charges, (including any costs which arise if the vehicle is clamped). You must pay the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay any costs and reasonable administration charges which arise when GoExplore deal with these matters.
- Any charges arising from Customs and Excise or Immigration Authorities seizing the vehicle, together with a loss-of-income charge while the Operator cannot rent out the vehicle, if and when GoExplore demand this payment.
- Any published or agreed rates for delivering and collecting the vehicle
- Interest which will be added every day to any amount you do not pay on time, at the rate of 4% a year above the base lending rate of Barclays Bank from time to time.
- Value added tax and all other taxes on any of the charges listed above, as appropriate.

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

l. A security/damage deposit of £500 (UK hire) and £750 (European/festival hire) is payable on collection of the motorhome. Damage to the motorhome (externally or internally) will be deducted from this deposit to cover costs or insurance claims excess as described in these terms and conditions. You agree that the deposit is payable in full as a condition of hire, payment to GoExplore on collection of the motorhome either in **cash or a pre-authorised card transaction**. The deposit will only be retained by GoExplore if, on return of the hire vehicle, it is found that damage or losses have been incurred. In such an event, the deposit is retained by Go Explore who will place it in its client account until the claim or dispute is settled. The agreed amount for the settlement will be kept by GoExplore with the balance of the deposit (if any) refunded to you. The deposit is refundable in full **within 7 days** where no claim for damage is made.

You accept that GoExplore is entitled to charge any credit or debit card used by you during the hire transaction for payment of the deposit or any other outstanding charges as per the terms and conditions of hire.

#### 15. THE HIRE INSURANCE

The motorhome is insured for the period of the hire (except in the event of negligence see 12h)

A copy of the insurance policy is available from GoExplore head office on request.

#### 16. WHAT TO DO IF YOU BREAK DOWN

No responsibility can be accepted by GoExplore 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.

If you do breakdown you should.

Contact the breakdown service that covers the vehicle and inform your operator immediately

## 17. WHAT TO DO IF YOU HAVE AN ACCIDENT

No responsibility can be accepted by GoExplore for any loss or damage or expense which occurs as a result of any accident.

If you have an accident you must not admit responsibility. You should get the names and addresses of everyone involved, including witnesses. You should also:

- Make the vehicle secure
- Tell the police straight away if anyone is injured or there is a disagreement over who is responsible; and
- Contact your operator immediately.

You must produce an accident report sending one copy to GoExplore head office.

## 18. WINDSCREENS AND TYRES

You are responsible for any damage to windscreens and windows, punctures or other damage to tyres during the period of the hire. Where possible it should be repaired or replaced as appropriate with genuine manufacturer's parts, and paid for by you at the time. You should contact the operator to seek instructions before carrying out the repair. Failing this, an amount will be deducted from your deposit against damages for the cost of the repairs.

## 19. INFORMATION

If you break the agreement we can give the information you have provided to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), who can pass it on to any of its members for any purpose stated in the Data Protection Act 1998.

## 20. ENDING THE AGREEMENT

a. If you are a consumer we will end this agreement straight away 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 will also end this agreement if you do not meet any of the conditions of this agreement.

b. If you are a company, we will end this agreement straight away 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 any of the conditions of this agreement

c. If we end the agreement it will not affect our right to receive any money we are owed under the conditions of this agreement. We can also claim extra costs from you if you do not meet any of the conditions of this agreement. We can repossess the vehicle and charge you if we do this.

## 21. GOVERNING LAW

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

## 22. FULL TERMS & CONDITIONS

Full terms & conditions can be obtained upon request from GoExplore Motorhome Hire.

It is strongly recommended that you take out your own holiday insurance policy as you would for any holiday.

GoExplore own all their vehicles themselves, we are not an agent for private owners motorhome rentals.

By signing below, you are agreeing to all the Terms and Conditions above. You are also authorizing GoExplore to irrevocably recover any monies due to them from credit/debit card details, in the event of any damage/loss incurred to the motorhome whilst on hire to you.

Sign.....Print.....Date.....