

**SWAY PARK MOTORHOME & TOURING CARAVAN HIRE**  
**TERMS & CONDITIONS 2015**  
**(abbreviated to Sway Park Motorhome Hire)**

THIS AGREEMENT IS BETWEEN: THE OPERATOR (Sway Park Motorhome Hire) and THE HIRER (you).

**1. YOUR CONTRACT WITH THE OPERATOR:**

By taking the hire vehicle you are accepting these terms and conditions. Please read this agreement carefully. If there is anything you do not understand or do not agree with please ask Sway Park Motorhome Hire.

**2. BOOKING CONFIRMATION AND PAYMENT:**

An initial payment of £250.00 is required to confirm the booking; this is non-refundable and enters you into a binding contract for the hire. The balance of your hire price 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% in respect of each payment as this is what we are charged. There is no charge for debit cards. Any documentation you are requested to provide by Sway Park Motorhome Hire 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 deposit. Drivers must be aged between 25 and 70 years of age and have had a full driving licence 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 licence except for minor parking offences or speeding offences any more than 3 points on their licence will be subject to an additional insurance surcharge. The price we quote for the hire will be for 1 driver only, additional drivers can be added for £10.00 per day and also must produce the same ID documents as main driver.

Taking the motorhome abroad is allowed (7 day minimum hire and mileage restrictions may apply). We must be notified at the time of booking 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 £15.00 per day and also must produce same ID documents as main driver.

**3. CANCELLATIONS:**

All cancellations must be notified in writing to Sway Park Motor Home Hire but please call Sway Park Motor Home Hire 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 deposit of £250.00. 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, Sway Park Motor Home Hire will do all it can to re-hire 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 deposit of £250.00, subject to the amount Sway Park Motorhome Hire is able to re-hire the motorhome for.

**4. COLLECTION AND DELIVERY TIMES:**

Unless otherwise agreed with Sway Park Motorhome Hire, the motorhome will be available on the day of hire from the agreed location at a pre-arranged slot of either 3pm, 4pm, or 5pm and must be delivered back to the agreed location no later than 11am on the last day of hire. Please allow 1 hour for handover of the vehicle on collection day and up to 1 hour on return of the vehicle for post inspection and for you to empty belongings if needed. Vehicles must be returned clean, in the same condition as received on handover and the toilet emptied, waste water emptied and a full tank of fuel, if this is not the case then a charge will be made.

**EARLY COLLECTIONS** - prior to the above time slots may be possible subject to availability.

**LATE RETURNS** - can have a significant impact on the next hire. If you fail to return the motorhome by 11am you will be liable to an extra charge fee of £30 per hour. There are no refunds for motorhomes returned early. Should you require to return the motorhome after 11am, a pre-arranged later time may be possible subject to availability and advance pre booking only, charged at £10 per hour up to 5pm. Bearing in mind vehicles need to be cleaned, maintained and ready for collections for the next hirer, hence an 11am latest return time, if you feel you may need extra time for your journey back to our base especially when travelling on longer journeys and including time to re-fuel then we advise booking an extra day's hire at time of booking to guarantee the vehicle for the travelling time required and to avoid late return charges

**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) Sway Park Motorhome Hire 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 the 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 cannot accept responsibility or pay any compensation, cost 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, Sway Park Motorhome Hire, 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 has no further liability. We **do not** allow groups of male or female only hires for our motorhomes.

**8. PETS:**

The acceptance of pets in the motorhome is strictly forbidden unless already agreed with Sway Park Motorhome Hire.

**9. SMOKING:**

The acceptance of smoking in the motorhome is not allowed, any infringement will incur a cleaning cost of £120.00.

**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 £20.00 per bed.

**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 before 11am you are breaking the conditions of this agreement and may invalidate the insurance. (See item no.4 for charges).

**12. YOUR RESPONSIBILITIES:**

1. 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.
2. You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone legal rights over the vehicle.
3. 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.
4. You must let the operator know as soon as you become aware of a fault in the vehicle.
5. 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.
6. You will have to pay repairs if:
  1. The vehicle needs more than our standard valeting (cleaning) inc upholstery, furniture & floors
  2. You have damaged the vehicle, inside or out
7. Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle. 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: interior fittings, spills or damage to upholstery, front and rear bumper, overcab mouldings, 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, fresh water in the fuel system 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 authorise in writing. Anyone driving the

vehicle must have a full valid driving licence. You or any other authorised driver must not:

1. Use the vehicle for hire or reward
2. Use the vehicle for any illegal purpose
3. Drive on any roads/surface other than sealed tarmac or hardstanding/solid ground
4. Use the vehicle for racing, pace making, testing the vehicle's reliability and speed or teaching someone to drive
5. Drive on beaches or bogged grass/fields or submerge in water or saltwater
6. Use the vehicle while under the influence of alcohol or drugs
7. Drive the vehicle outside England, Scotland and Wales, unless we have given written permission
8. Overload the vehicle
9. Carry on board any fireworks, corrosive or flammable products, gases and hazardous liquids
10. Hide or conceal any damage that has occurred by yourself to any part of the vehicle especially in instances where damage may not be instantly visibly obvious e.g. undercarriage

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 the Sway Park Motorhome Hire price list at the time of booking. You will be charged for:

1. The rental and any other charges we work out according to this agreement.
2. A charge for any loss or damage to the motorhome including that caused by neglect.
3. Any charge for loss or damage resulting from you not keeping to condition 12.
4. You must empty the toilet cassette at the end of the hire period. There is a £50.00 charge for un-emptied cassettes.
5. A refuelling 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 £20.00.
6. Gas is included, but should you need to replace an empty bottle during the course of your hire, this is your responsibility.
7. 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 Sway Park Motorhome Hire deal with these matters.
8. 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 Sway Park Motorhome Hire demand this payment.
9. Any published or agreed rates for delivering and collecting the vehicle.
10. 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.
11. 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.

12. Any other fees/charges including costs incurred by Sway Park Motorhome Hire as a result of a breach of these terms & conditions.
13. Daily rental period costs for loss of hire if a vehicle is off hire for accident repairs as a result of damage by you.

**15. SECURITY BOND (deposit) and DAMAGE LIMITATION WAIVER OPTIONS:**

A security/damage deposit of £1000.00 (UK hire) and £1250.00 (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 of repairs/fitments or the 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 be made to Sway Park Motorhome Hire by cash or card at time of collection of the vehicle. The deposit will only be retained by Sway Park Motorhome Hire 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 Sway Park Motorhome Hire who will place it in its account until the claim or dispute is settled. The agreed amount for the repair/s or item/s will be kept by Sway Park Motorhome Hire with the balance of the deposit (if any) refunded to you. The deposit when paid with cash is refunded on the day of return of the motorhome, if having paid by card it is refunded within 7 days when the vehicle is returned damage free in both instances. A reduction of security bond/damage deposit is available by means of a damage limitation waiver option (DLW) to reduce the security bond/damage deposit. Please call for details.

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

**16. 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 Sway Park Motorhome Hire on request.

**17. WHAT TO DO IF YOU BREAK DOWN:**

No responsibility can be accepted by Sway Park 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. If you do break down you should contact the breakdown service that covers the vehicle and inform your operator **immediately** – details in the vehicle.

**18. WHAT TO DO IF YOU HAVE AN ACCIDENT:**

No responsibility can be accepted by Sway Park Motorhome Hire 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:

1. Make the vehicle secure
2. If appropriate and safe to do so take photographs
3. Tell the police straight away if anyone is injured or there is a disagreement over who is responsible; and
4. Contact Sway Park Motorhome Hire within 24 hours

You must produce an accident report sending one copy to Sway Park Motorhome Hire, the form is provided in the vehicle. Assist Sway Park Motorhome Hire in handling any claim that should arise.

**19. 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.

**20. 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.

**21. ENDING THE AGREEMENT:**

1. 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.
2. 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

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.

**22. 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.

**23. FULL TERMS & CONDITIONS:**

It is strongly recommended that you take out your own personal travel insurance as you would for any holiday to cover all eventualities as Sway Park Motorhome does not cover this on their insurance.

Sway Park Motorhome Hire own all their vehicles themselves, we are not an agent for private owners motorhome rentals.

Hirer Name.....

Operators Name.....

Signature.....

Signature.....

Date.....

Date.....

Terms & Conditions – Sway Park Motorhome Hire