

This agreement is between Why Knott Hire Itd and the Hirer(s)/driver(s), you

### 1. RESERVATION DETAILS

- a) To secure a booking Why Knott Hire ltd requires a 20% deposit. Confirmation of booking will be sent out upon booking along with payment details.
- b) Full balance of the hire cost is due no less than 6 weeks prior to departure date.
- c) A security deposit bond of £1200.00 for UK hires and £1500 for abroad trips will also be required on the pick-up date or before, which is refundable to you within 14 days after returning the vehicle following inspection, cleaning and valeting. Full refund of the security bond is dependent upon the motorhome being returned in an acceptable condition.
- d) The end user will never obtain the rights, whatsoever as an owner, keeper or agent of the vehicle during the hire, and the period of hire will never exceed 26 weeks.

### 2. DRIVERS

Driver's must be between 25 and under 75 years of age and have held a UK driving license for at least two years. Proof of identity and all parts of a valid driving licence must be produced by all drivers/Hirer(s) upon booking, and we will need to view all original copies at the time of collection.

The following will also be required prior to collection, DVLA code to check convictions and endorsements, 2 utility bills/bank statements at present address dated within the last three months and a valid passport for European travel. Driver's licenses must be free of any endorsements (any endorsements, additional drivers could be subject to an insurance surcharge). Drivers who passed their driving test after 1996 will be restricted on the weight of the motorhome they are permitted to drive.

Why Knott Hire Itd reserves the right to refuse the handover of the vehicle if drivers/Hirer(s) are deemed unsuitable.

## 3(a). INSURANCE

Agreement is subject to and deemed to include the terms, conditions and limitations of the independent insurance company's policy. Any vehicle hired under this agreement may only be driven by the person(s) who have been accepted by Why Knott Hire ltd and the insurance company.

The vehicle cannot be taken abroad without prior consent, payment and compulsory documentation.









A copy of the insurance company terms and conditions can be viewed upon request. The Hirer(s) will be liable to pay the cost of repair to any damage which the vehicle may suffer as the result of the wilful action of the Hirer(s).

It is important that you are aware that there is a Security Bond payable per claim for any damages or losses related to any one incident or accident whilst the vehicle is on hire to you or in your care. The Hirer(s) will compensate Why Knott Hire Itd for any loss which it may suffer as a result of any act or omission on the part of the Hirer(s) or his servant or agent.

Excluded from insurance cover are windscreens, all other glass and tyres, loss/damage/theft to the radio, stereo equipment, and aerials, interior damage including burns to seats, carpets, and any other surface, vandalism damage of any kind to the vehicle, personal effects within or from the vehicle or negligence of any kind.

You or any other authorised driver must not use the vehicle for hire or reward, use the vehicle for illegal purpose, use the vehicle for racing or pace making, test the vehicles' reliability and speed or teach someone to drive, use the vehicle while under the influence of alcohol or drugs or drive the vehicle outside England, Scotland and Wales without prior consent.

It is the drivers / Hirer(s) responsibility not to exceed the gross weight of the vehicle.

# 3(b). THEFT OF/FROM VEHICLE

It is extremely important that you are aware the Hirer(s) is/are solely responsible for the security of the vehicle. You must ensure if the vehicle is left unattended at any time that it is securely locked, immobilised, and parked in a safe, well-lit location. Theft from rental vehicles is a very high risk therefore the Hirer(s) must take every precaution to protect the vehicle from possible loss or theft of personal property or the vehicle. Do not leave the vehicle in a vulnerable and un-lit location or unlocked at any time. You the Hirer(s), are totally liable if these conditions are not adhered to.

### 4. EUROPEAN TRAVEL AND MILEAGE ALLOWANCE

There is a higher Security Bond payable for all abroad travel of £1500. This covers European breakdown cover, travel pack (warning triangle, hi viz etc) and insurance outside of the UK. On all hires we allow 1500 miles per week, pro rata, thereafter a surcharge applies. This mileage surcharge applies for both European travel and UK travel. Surcharge cost is 0.32p per mile.

### 5. BREAKDOWN

(a) In the event of a breakdown Why Knott Hire ltd should be notified immediately by the Hirer(s), and a breakdown service is at the disposal of the Hirer(s).











- (b) The Hirer(s) is not authorised to undertake any repairs. Why Knott Hire Itd must approve all repairs or replacement, and costs of these will be deducted from the security bond.
- (c) Why Knott Hire Itd will not accept responsible for any consequential loss or expense subsequent to a breakdown, and will not be under any liability for third party claims or damages.
- (d) Why Knott Hire Itd will try to provide a replacement vehicle if available, however if this is not possible and the hire of the vehicle is terminated early due to a breakdown, we will only be responsible for the period of time lost and a pro-rata refund made.
- (e) Every effort is made to ensure that all the vehicles are in a safe and road worthy condition before they leave our premises, but Why Knott Hire ltd shall be under no liability for third party claims or damages in connection with any breakdown (or accident).
- (f) Any breakdown or fault caused by negligence of the Hirer(s) or driver shall be made good at their own expense.

### 6. ACCIDENTS

- (a) In the event of an accident Why Knott Hire Itd and the insurance company will be notified immediately by Why Knott Hire Itd. A complete accident report must be made and provided ASAP. Why Knott Hire Itd recommends the use of photographic evidence.
- (b) In the event of an accident please make sure you obtain all names/addresses/vehicle information of all third parties and their insurance details. Also, any witness details if applicable.
- (c) Why Knott Hire Itd will not be responsible for any consequential loss or expense subsequent to an accident, and will not be under any liability for third party claims or damages.
- (d) In the event of the vehicle being unsafe to use after an accident, whether it the Hirer(s)'s or a third-party fault, under any circumstances, there will be no replacement vehicle provided and no refund will be given on your hire monies.

### 7. CANCELLATIONS

(a) Cancellation fees: -

More than 6 weeks prior to commencement of hire – Full refund.

Between 6 and 4 weeks prior to commencement of hire – 50% of hire cost refunded.

Between 4 and 2 weeks prior to commencement of hire –25% of hire cost refunded.

Less than 2 weeks prior to commencement of hire – Non refundable

(b) Why Knott Hire Itd reserves the right to cancel the hire if at the commencement of the hire the driver's licence(s) are invalid or not in accordance with the conditions set out in condition 2. In these circumstances the total hire charge will be forfeited.

# 8. COLLECTION AND RETURN

a) Vehicle hire is from date of collection until date of return only.





- b) Your selected motorhome will be available for collection between 2pm and 5pm and must be returned between 8am and 11am, all exact collection and return times must be arranged in writing upon final payment.
- c) Early collection is available upon prior agreement and is subject to availability and will incur an addition charge of £75
- d) Failing to comply with these return times will result in the Hirer(s) being surcharged at the rate of £50 per hour or any part thereof, for the first 3 hours, thereafter a day rate will be chargeable. Any extra costs incurred for late return and any delays to the next Hirer(s) will be deducted from the security deposit.
- e) No refund is given for an early return of the vehicle.
- f) The Hirer(s) acknowledges delivery of the vehicle and the contents free from any defect or damage and complete other than specified on the handover sheet, at the date of commencement of hire and are therefore advised to check the vehicle thoroughly before leaving.
- g) Upon return Why Knott Hire Itd representative will check the vehicle for damage, cleanliness, etc, including the condition of the tyres and windscreen which are not included in the Why Knott Hire Itd insurance policy, any such damage is the Hirer(s) responsibility (see insurance section).
- h) The vehicle can only be fully checked out for damage or losses when cleaned and valeted by ourselves. If any damage or losses are discovered, you the Hirer(s) will be informed and the vehicle will be available to view at our premises if disputed.
- i) In the event that a dispute arises between the Hirer(s) and Why Knott Hire ltd, with regards to damage or loss and there is a resultant impasse then the decision of Why Knott Hire ltd will be final in this matter with regard to the repayment of any security bond.

# 9. FUEL, OIL, FLUIDS & GAS

- (a) At the time of pick up the motorhome will have a full tank of fuel. The Hirer(s) is expected to return the vehicle with a full fuel tank, otherwise a charge of £50, plus the cost of the deficit fuel, will be deducted from the security bond.
- (b) The Hirer(s) will be liable for repair costs if the incorrect fuel type is used.
- (c) The Hirer(s) is responsible for the regular checking of oil and water levels and the use of the correct type of fluids.
- (d) Two gas cylinders are provided at the time of hire for your usage. We will guarantee at least one full bottle is available for your use.
- (e) The cost of any additionally required gas thereafter shall be the responsibility of the hirer(s)
- (f) The hirer(s) shall ensure that the same number of bottles of the same type and size are returned with the Vehicle at the end of the Hire Period.
- (g) Any cylinders lost or incorrectly exchanged will be charged to the hirer(s)





#### 10. AVAILABILITY

- a) Occasionally vehicles are not available as agreed, which is almost always due to events beyond Why Knott Hire Itd control. If your booking has to be cancelled, we will try to offer you a choice of an alternative vehicle or if no suitable replacement is available, provide a full refund of all monies you have paid for your booking. Unfortunately, events beyond our control occasionally affect bookings.
- b) When reference is made to such events in these conditions of hire, this means any event(s) or circumstance(s) which Why Knott Hire Itd could not, even with all due care, foresee or avoid. Why Knott Hire Itd cannot accept responsibility or pay any compensation, costs or expenses due to events out of our control.

## 11. LIABILITIES AND CHARGES

- (a) The Hirer(s) shall be responsible for any loss or damage to windscreens, tyres, punctures, neglect, misuse, accident or not your fault, subject to the cover provided by the insurance company. All costs and expenses included as a result of offences against the Road Traffic Acts and/or regulations there under.
- (b) The Hirer(s) shall insure that the driver and all passengers required by law to do so shall at all time when the vehicle is being driven wear the seat belt provided.
- (c) The Hirer(s) is required to keep the motorhome under their control throughout the period of hire. When unattended it must be locked at all times.
- (d) The Hirer(s) is required to check tyre pressures and engine fluid levels as specified in the vehicle manual.
- (e) The Hirer(s) must empty and clean the toilet cassette at the end of the hire period. There is a £100 charge for un-emptied cassettes.
- (f) The inside of the vehicle should be returned cleaned to the same standard as on collection. A cleaning fee of up to £50 may apply for failure to do this. The Hirer(s) will not be expected to clean the outside of the vehicle.

### 12. SECURITY DEPOSIT BOND

- a) A Security Deposit Bond of between £1200 -£1500 ( dependent on UK or abroad travel) will be required on the hire day or before. This will be refunded within 14 days after inspection, cleaning and valeting. Subject to the motorhome being returned at the correct time in the same condition as it was supplied to you, with the toilet emptied, the interior clean (including cooking appliances, pots and pans, etc) and with a full tank of fuel.
- b) Should there be any loss or damage to the vehicle or any of the equipment, fixtures, fittings and including any third-party loss or damage, the security deposit bond will be used to fund the cost.



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c) You the Hirer(s) irrevocably authorise Why Knott Hire ltd to deduct from the Security Bond any amounts due to Why Knott Hire ltd arising out of this Agreement.

# 13. PARKING

The Hirer(s) is permitted to leave one vehicle at our premises for the duration of the hire at the owner's risk. Our parking is secure, within a locked compound monitored by CCTV and onsite security staffing.

### 14. SMOKING AND PETS

The Company operates a strict no smoking policy and therefore smoking is strictly forbidden in all our motorhomes. A deduction of £300 will be taken from the Security Bond if there is evidence or we suspect that smoking has occurred in the Vehicle when it is returned. Pets are welcome in our Motorhomes. Please ensure all due care is taken to not permit your pets to damage our motorhomes and please provide your own blankets to protect the soft furnishings.

# 15. HOLIDAY INSURANCE

The Hirer(s) is responsible for booking their own holiday insurance.

# 16. COMPANY RIGHTS

Why Knott Hire Itd reserves the right to vary rates and conditions at any time.

### 17. PASSENGERS

The Company authorises the use of these Vehicles up to the stated number of passengers. Each person is to use the safety restraints provided at all times whilst the Vehicle is in motion.

# 18. AGREEMENT

By making a booking and paying a deposit, the Hirer(s)/drivers are entering into a contract with Why Knott Hire Itd and agree to all their terms and conditions

