

Sidewaulk llp Terms and Conditions - Caravan

HIRER

- undertakes to keep the caravan securely locked at all times when unattended and to refrain from any action or omission which may prejudice Sidewaulk llp rights to the caravan
- shall inform their insurance company that their vehicle will be used for towing the caravan so that the policy will be extended to include third party cover
- shall fit the hitch lock and other security devices supplied on the caravan when stationary
- shall not allow the caravan to be towed other than by those authorised by Sidewaulk llp
- shall not allow the caravan to be towed at a speed of more than 60mph
- shall not lend or hire the caravan to a third party
- shall not create a lien on the caravan for repairs or any other reason
- shall provide a vehicle that is roadworthy and suitable to tow the caravan by law and in the opinion of Sidewaulk llp
- shall not without written consent from the company remove the caravan out of the UK mainland
- shall allow a photograph to be taken of themselves when collecting the caravan

Failure to comply with any of the above may invalidate insurance cover leaving full liability with the Hirer.

RESPONSIBILITIES

Hirer is responsible for supplying an authorised type of Number Plate to be fitted to the rear of the caravan by way of adhesive pads (oblong rear size). The hirer must check suitability of their vehicle to tow the caravan with Sidewaulk llp. The vehicle must have a correctly fitted and, where applicable, type approved tow bracket with 50mm ball coupling, correctly wired 7 pin sockets (towing electrics) and extended wing mirrors.

DRIVERS AND DOCUMENTS

Only the drivers named on the hire booking form may drive the vehicle while towing the caravan. All named drivers must be over 25 and under 70 and have held a UK licence for a minimum of 5 years. The licence must be unendorsed (except for speeding and parking offences) and must be produced when collecting the caravan, together with the vehicle insurance cover note.

Two forms of proof of identity are required in addition to a driving license, one including a photo such as a passport and the other a recent utility bill or bank or credit card statement to be produced by all drivers when collecting the caravan.

INSURANCE

Insurance for the caravan for use in the UK is included within the hire charge. The Hirer must have fully comprehensive vehicle insurance and all drivers named on the hire booking form must be named on the policy.

The Hirer and each named driver has to complete all the information required on the booking form prior to the hire and has to be accepted by Sidewaulk llp as suitable to drive when towing/carrying the caravan. Proof of identity of all insured drivers must be produced upon collection as detailed above.

Personal possessions, cancellation due to illness, etc, are not covered by the caravan insurance. Hirers are advised to take out additional personal holiday cover for these eventualities. An insurance excess of £500 will be charged to the Hirer and applied against every incident which warrants an insurance claim whilst the caravan is on hire to the Hirer.

If the Hirer is found to have damaged the caravan by negligence, i.e. no other person or vehicle is involved, or otherwise, and an insurance claim is warranted, the full insurance excess of £500 is payable by the Hirer and the damage bond forfeit.

If the caravan is involved in an accident no matter how small the accident must be reported to Sidewaulk llp before the end of the hire period.

BREAKDOWNS AND ACCIDENTS

The Hirer is authorised to spend up to £50 on repairs. This will be repaid on submission of a valid VAT receipt. For repairs costing more than £50 prior approval from Sidewaulk llp must be obtained. Sidewaulk llp is not responsible for any consequential expense or additional costs, in hiring alternative vehicles, late arrival, accommodation, travel expenses or any third party claims for damages in connection with a breakdown or accident.

In the event of an accident the Hirer:

shall make every effort to obtain names, addresses and license plate details from all those involved, including witnesses, together with insurance details if possible

shall not admit liability or guilt

shall not abandon the caravan without ensuring its safety and security

shall notify Sidewaulk llp of the accident

shall notify the Police if another party's guilt has to be ascertained or if there are injuries

shall not transport the caravan if damage has made it unroadworthy

LIABILITY

The Hirer shall be responsible for all fines, costs and expenses incurred because of parking, traffic or other offences against the Road Traffic Act and indemnify Sidewaulk llp from any liability.

RESERVATIONS

Telephone and email bookings can be made, but only held for 7 days until a completed booking form is received via fax, e-mail or post together with a booking deposit of £100 per week of hire. The booking deposit is non-refundable and shall be deducted from all hire charges. Confirmation of the booking will be posted together with a receipt for the deposit. The balance of the tariff and damage deposit must be paid at least 42 days before the commencement of hire.

Every effort is made to ensure that the caravan reserved is available, if due to circumstances beyond the control of Sidewaulk llp the caravan is returned late by a previous hire or is in a condition unsuitable for hire and it is not available Sidewaulk llp reserves the right to offer a suitable alternative. If this is offered there will be no change in the tariff charged. Sidewaulk llp will not be liable for any additional expenses such as higher ferry charges or road tolls. If an alternative is not available or acceptable the liability of Sidewaulk llp will be limited to the refund of monies paid by the Hirer.

PAYMENT TERMS

A deposit of £100 per week of hire is required to reserve the caravan for an agreed period. The balance will be payable (or full payment if late booking) 6 weeks prior to the collection date. The damage bond is payable with the balance.

DAMAGE BOND

The damage bond of £500 must be lodged with Sidewaulk llp before the caravan is taken away. This will be refunded in full 7 days after the end of the hire period when the caravan is returned on time in the same condition as it left the premises, in a clean condition and with all equipment present. Charges made for non-compliance will be deducted before returning the balance of the bond.

CANCELLATIONS

Sidewaulk llp must be advised of a cancellation in writing and charges are as follows.

More than 6 weeks before commencement of hire - loss of the booking deposit

Cancellation after 6 weeks - 100% of hire charge

If caravan rehired for cancelled period - loss of booking deposit only

Sidewaulk llp reserve the right to cancel the hire if at the time of commencement of the hire the drivers licence(s) or insurance policy are invalid or not in accordance with the conditions set out in these terms, or the vehicle, tow bracket, electrical sockets or number plate are not of the required type/condition. In these circumstances the total hire charge will be forfeited.

COLLECTION AND RETURN

The caravan on hire on a weekly basis is available for collection on Saturday between 10.00 am and 12 noon and must be returned on the Friday between 2.00 pm and 4.00 pm unless otherwise agreed in writing. Other hire period collection times will be on agreement. The scheduling of returns and collections are carefully planned and failure to comply with these times will result in the Hirer being surcharged at the rate of £50 per hour or part of it, together with any additional costs (e.g. compensation to the next Hirer) that may be incurred by the company. No refund is given for an early return of the caravan.

GAS AND TYRES

A gas cylinder is provided with an initial supply. The cost of any subsequent refills is the responsibility of the Hirer who shall ensure that the refilled bottle is of the same make, size and fittings and returned with the caravan.

The caravan is supplied with a spare wheel. Any damage to tyres however caused will be charged to the hirer.

SMOKING, BICYCLES AND PETS

We operate a strictly no smoking or naked flame policy in our caravans. No bicycles are to be carried in the caravan. Generally no pets are allowed, apart from guide dogs, however, consideration may be given to one well-behaved dog and an additional cleaning fee charged.

CONDITION OF CARAVAN

The Hirer acknowledges delivery of the caravan and its contents, free from defects, or damage and complete, other than as specified by Sidewaulk llp before the commencement of hire. The Hirer is advised to check the caravan thoroughly before leaving the premises of Sidewaulk llp. The damage or malfunction of equipment after it has left the premises will not be accepted as a reason to abort, or cancel a hire contract. Any such fault will be rectified as soon as possible. Upon return of the caravan a Sidewaulk llp representative will check the vehicle for damage, cleanliness and internal equipment.

Any damage is the Hirer's responsibility and will be charged for. Such damage may not be covered by the caravan insurance. Where a claim has to be made against the insurance the excess of £500 will be charged and the damage bond forfeit.

CLEANING

The caravan should be returned on the last day of hire in a clean and tidy condition with the toilet empty. Failure to do so could result in a charge.

I have read and understood the foregoing terms and conditions:

Signed _____ Hirer

Signed _____ Sidewaulk llp

Date _____