

Sidewaulk llp Motorhome Hire Terms and Conditions

HIRER

undertakes to keep the vehicle securely locked at all times when unattended and to refrain from any action or omission which may prejudice Sidewaulk llp rights to the vehicle.

shall not allow the vehicle to be driven other than by those authorised by Sidewaulk llp

shall not lend or hire the vehicle to a third party.

shall not create a lien on the vehicle for repairs or any other reason

shall not tow any trailer or vehicle behind the vehicle.

shall not carry more passengers than the seating capacity of the vehicle or allow the vehicle to be overloaded.

shall not allow the vehicle to be driven illegally eg under the influence of alcohol or drugs

shall not use the vehicle for carrying passengers or goods for hire or reward

shall not without written consent from the company remove the vehicle out of the UK mainland.

shall not allow the vehicle to be used in any race, competition, trial or for hire or reward

shall allow a photograph to be taken of themselves when collecting the vehicle

DRIVERS

No one other than the drivers named in the insurance proposal forms may drive the hired vehicle. 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 vehicle. 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 utility bill or bank or credit card statement to be produced by all drivers when collecting the vehicle.

INSURANCE

Fully comprehensive insurance for use in the UK is included within the hire charge. The vehicle is insured for the period of hire contracted thus any late return would incur a traffic offence under the road traffic act. Hirers are advised to take out additional personal holiday insurance. All previous motoring offences up to five years old are to be disclosed to Sidewaulk llp prior to collection. The Hirer recognises that this is a fundamental term of the contract. The Hirer and each named driver has to complete the insurance proposal form in the presence of a representative of Sidewaulk llp and has to be accepted by the insurers and Sidewaulk llp as suitable to drive. Two separate forms (one photographic) of proof of identity of all insured drivers must be produced upon collection.

Personal possessions are not covered by the comprehensive insurance. Hirers are advised to take out additional personal holiday cover. An insurance excess of £1,000 will be charged to the Hirer and applied against every incident which warrants an insurance claim whilst the vehicle is on hire to the Hirer. We do not provide collision waiver damage insurance.

If the Hirer is found to have damaged the vehicle by negligence, i.e. no other person or vehicle is involved the full insurance excess of £1,000 is payable by the Hirer. Front and rear bumpers, overcab mouldings, rooflights, windows, wing mirrors and external doors are typical components prone to damaged by negligence.

If the vehicle 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

In the event of a breakdown the vehicle has AA breakdown cover, a card with a phone number is in the rear side of the road excise duty certificate holder on the windscreen. Alternatively you can call Sidewalk llp and we will organise help. 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 Sidewalk llp must be obtained. Sidewalk 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 vehicle without ensuring its safety and security

shall notify Sidewalk llp of the accident

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

shall not drive the vehicle if damage has made the vehicle 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 Sidewalk llp from any liability. The Hirer shall ensure that all passengers required by law to do so shall, when the vehicle is being driven wear the seat belts provided.

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 £200 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 the invoice in respect of the tariff and damage deposit. This invoice must be paid at least 42 days before the commencement of hire.

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

PAYMENT TERMS

A deposit of £200 is required to reserve the vehicle 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 Sidewalk llp before any vehicle is taken away. This will be refunded in full 7 days after the end of the hire period when the vehicle is returned on time in the same condition as it left the premises, fully refuelled, in a clean condition and with all equipment present. Charges made for non-compliance will be deducted before returning the balance of the bond. If damage necessitates an insurance claim, the damage bond may also be forfeit in addition to the hirer being liable for the insurance excess.

CANCELLATIONS

Sidewalk 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 vehicle rehired for cancelled period - loss of booking deposit only

Sidewalk llp reserve the right to cancel the hire if at the time of commencement of the hire the drivers licence(s) are invalid or not in accordance with the conditions set out in these terms. In these circumstances the total hire charge will be forfeited.

COLLECTION AND RETURN

Vehicles are available for collection between 2.00pm and 4.00pm and must be returned on the last day of hire between 10.00 am and 12 noon unless otherwise agreed in writing. 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 vehicle.

Late return of the vehicle would result in the vehicle being driven without insurance cover, therefore, it is vital that you adhere to the specified return time.

FUEL, OIL, TYRES, GAS

A full tank of fuel is supplied with the vehicle at the commencement of hire and the Hirer is expected to return the vehicle with a full tank of fuel. Any shortages will be charged to the Hirer. The Hirer will be liable for all costs if the incorrect fuel type is used. The Hirer is responsible for checking engine oil and water levels daily during the hire period. Failure to do so may result in damage to the engine which is not covered by the insurance and therefore the responsibility of the Hirer. Any damage to tyres however caused will be charged to the hirer.

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

SMOKING AND PETS

We operate a strictly no smoking or naked flame policy in our vehicles. Generally no pets are allowed, apart from guide dogs, however, consideration may be given to one well-behaved dog and a cleaning charge made.

CONDITION OF VEHICLE

The Hirer acknowledges delivery of the vehicle and its contents, free from defects, or damage and complete, other than as specified by Sidewalk llp before the commencement of hire. The Hirer is advised to check the vehicle thoroughly before leaving the premises of Sidewalk llp. The breakdown 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 vehicle Sidewalk llp representative will check the vehicle for damage, cleanliness, condition of tyres, windscreen, bumpers, rooflights, mirrors, doors and internal equipment.

Any damage is the Hirer's responsibility and will be charged for. Such damage may not be covered by the vehicle insurance. Where a claim has to be made against the vehicle insurance the insurance excess of £1,000 will be charged.

CLEANING

The vehicle 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.

PARKING

The Hirer may park, free of charge and at their own risk, one car on the premises of Sidewalk llp for the period of hire.

I have read and understood the foregoing terms and conditions:

Signed _____

Hirer

Signed _____

Sidewalk llp

Date
