

Schmidt Leisure Trading As Luna Motorhome Hire – Correct at 29-06-2018

**Definitions**

**'I', 'me'**, **'my', ‘you’, ‘yours’, ‘yourself’** and **‘hirer’** refers jointly and severally to the person or persons who are the customers.

**‘Customer'** means the person or persons nominated as the hirer under the heading 'Hirers Name / Contact' on the Rental Agreement, any person whose credit or debit card is presented in payment of the customer's charges, or any person who deems themselves to be the legal entity and ultimately responsible for the motorhome. Should the legal entity be different from the driver, then full name, address and contact phone numbers must be supplied.

**‘Luna Motorhome Hire’** means Schmidt Leisure, Bellingdon End Farm, Chesham Road, Bellingdon, HP5 2UR

**'This Agreement'** means the Rental Agreement, the Insurance Motor Rental Agreement and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other Luna Motorhome Hire literature, the provisions of these Terms and Conditions apply

**‘Booking’** the confirmed reservation of a motorhome hire and includes the payment of the booking deposit and/ or full balance for the rental.

**‘Booking Deposit’** means the monetary amount required to confirm the motorhome booking.

**‘Rental Period'**

Means the hire period as stated on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control.

**'Vehicle'**

Means the vehicle as stated on the Rental Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the Vehicle and any replacement or substitute Vehicle which may be provided at the discretion of Schmidt Leisure.

**'Living Equipment'**

Includes but is not limited to, TV, DVD player and aerial, Oven, Radio/USB stereo, crockery, cutlery, cooking utensils.

**'Security Deposit'**

Means the amount held as security by Luna Motorhome Hire in relation to this hire.

**‘Overhead damage’**

Is deemed as any damage sustained to any part of the vehicle, its equipment and or any third party property which occurs above 6 feet (1.83 metres) in height measured from the ground upwards.

**1. Depot**

Bellingdon End Far, Chesham Road, Bellingdon, HP5 2UR.

**2. Depot hours**

**Summer Hours: 2nd March to 31st October**

* • Monday to Friday: 09h00 - 17h00\*
* • Saturday: 09h00 – 16h00\*
* • Sundays & Public holidays: closed, unless by prior arrangement

**Winter hours: 1st November to 1st March.**

* • Monday to Friday: 09h00 – 16h00\*
* • Saturday: 09h00 – 16h00\*
* • Sundays & Public holidays: closed, unless by prior arrangement

\*Last collection time for all vehicles is 1 hour prior to depot closing; it typically takes 1 hour to hand over the vehicle, all systems required to check out the vehicle are closed off 1 hour prior to depot closure and staff are unable to process any collections or returns after this time. Unfortunately, if you do arrive after this close off time you will need to make alternative arrangements, at your own costs until the office re-opens the next working day.

**3. Hire rates quoted include:** - VAT (20%) - Unlimited miles - UK standard vehicle insurance\* - UK Standard equipment & breakdown\*\*

All prices quoted in the Agreement are gross prices.

\*Insurance loading. In some cases, Luna Motorhome Hire will incur additional charges if the driver to be insured has a traffic conviction, more than 1 insurance claim or is in an occupation which is deemed high risk. These charges will be passed onto the customers.

\*\*Luna Motorhome Hire will supply full breakdown cover to cover any mechanical faults to the base chassis of the motorhome. Any call out charges necessitated by the client through operator error, e.g. a flat vehicle battery, wrong or insufficient fuel, keys locked in Motorhome etc will be the responsibility of the client.

**4. Minimum Hire**

This ranges from 4 to 7 nights depending on the season. Luna Motorhome Hire reserves the right to increase the minimum hire period for certain events.

**5. One-way hire**

Luna Motorhome Hire can only arrange one way hires where collection has taken place at our depot and the vehicle is returned to an alternative location. We are unable to deliver the motorhomes to a location. Availability is not guaranteed, and is only on a request and confirm basis at the time of booking. Prices are per motorhome. Normal return times and conditions apply unless otherwise agreed in advance. Prices for alternative return locations are available on request. Please note: our motorhome refill package is not available for one-way hires.

• Manchester airport return = £400.00

• Edinburgh airport return = £500.00

• Glasgow airport return = £500.00

• Dublin airport return = £700.00

• Paris Charles de Gaulle airport = £600.00

• Amsterdam Schiphol airport= £600.00

**6. Payment**

A booking is only binding after it has been confirmed by Luna Motorhome Hire and a booking deposit payment of 15% of the total hire cost has been received. Our terms and conditions including cancellation policy apply from this point onwards. Once the booking is confirmed, a confirmation email will be sent out to the client. Settlement of the remaining balance will be due six weeks prior to departure. Luna Motorhome Hire reserves the right to cancel the booking if payment is not received six weeks prior to departure. Payment is accepted by credit card (Visa or MasterCard only), debit cards, bank transfers or cheque in Pounds Sterling. Please note: Cheque payments will only be accepted if presented 7 weeks or more prior to departure.

For late bookings (less than six weeks before departure) the full rental price is payable on booking. Vehicles will not be released without full payment being completed. Cheques will not be accepted for late bookings (less than 2 weeks prior to departure). For the Luna Motorhome Hire Italy Package Holiday, full balance is required when booking. Luna Motorhome Hire reserves the right to increase the booking deposit for certain events or promotions.

**7. Cancellation charges**

• More than 6 weeks before: 15% of total hire cost or Booking Deposit (whichever is greater)

• 6 weeks - 2 weeks: 50% of total hire charge

• 2 weeks - No Show: 100% of total hire charge

A No Show is deemed as the customer not presenting themselves on the first day of the rental period to collect their motorhome and not communicating to Luna Motorhome Hire prior to this date that will be collecting the vehicles on an alternative date/time within the booked rental period. Should the hire be deemed a No Show, the booking will be automatically cancelled at close of business that day, the vehicle will be released for re-hire and no refunds what so ever will be due.

Luna Motorhome Hire cannot postpone or transfer money from one hire to another. Luna Motorhome Hire reserves the right to amend our cancellation policy for certain events. For the Luna Motorhome Hire Italy package holiday and Eurolease offer; cancellations forfeit 100% of total hire charge from the time of booking.

**8. Extras**

• Bedding Single set (quilt/pillow/towel/covers/flat sheet) £20.00 (per set, per rental)

• Bedding Double set (quilt/2 x pillow/2 x towels/covers/flat sheet) £40.00 (per set, per rental)

• Outside dinning (table/chairs) £3.00 per night, per set

• Generator (4 stroke): £12.00 per night

• Bike rack (holds up to 4 bikes) £5.00 per night

• Satellite navigation system (for both UK & western Europe): £4.00 per night

• Caravan Club express membership: £56.00

• Additional driver: £5.00 per person, per night, clean driving licence (max 2)

• Points on licence (UK licences only): £1.00 per point, per night. Convictions with the following codes may not get cover AC, BA, CD, DD, DR, MS, TT, UT and IN. Please check with Luna Motorhome Hire if you wish to insure a driver who has any of these endorsement codes on their licence even if you think they have expired

• Collision Damage Waiver (CDW): £25.00 per night (terms apply, please see section 29, Collision Damage Waiver for further details)

• Dover Calais Ferry crossings, return crossing for motorhome and passengers £190.00 in the winter and £245.00 in the summer. Summer rates apply for all ferry crossing within June, July, August and September i.e. our low and high summer tariff bands, plus Christmas and Easter periods

• Car parking: Currently free but this could be £5.00 per car per night if busy (terms apply, please see section 12, Car Parking facilities)

• Motorhome refill package: £99.00 (terms apply, please see section 11, Motorhome refill package)

Minimum charge term for extras is 4 nights; maximum charge term is 21 nights. All extras are subject to availability.

• Airport to depot transfers:

Heathrow: Car £120.00, MPV £150.00.

Stanstead: Car £150.00, MPV £199.00.

Gatwick: Car £180.00, MPV £235.00.

Other: Prices on Request

Car: 4 people, MPV: 5-8 people or those with lots of luggage. Prices are per journey

**9. European Travel**

For those travelling within Europe there is an additional charge of £10.00 per night for European cover (including European roadside assistance). European cover is mandatory and you will be in breach of these terms and conditions should you take a motorhome into Europe without taking out the additional European cover. Minimum charge term for European cover is 7 nights, maximum charge terms is 21 nights.

The following Countries are covered by the European Travel Insurance:

Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hungary, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Spain, Slovenia, Sweden, Switzerland

Travel outside of these countries listed above will be in breach of these terms and conditions and you will not be covered by any insurance. Please check your route carefully and ensure you do not go outside these countries.

**10. Ireland Travel**

For those travelling within Ireland there is an additional charge of £5.00 per night for your Ireland cover (including Irish roadside assistance). Ireland cover is mandatory and you will be in breach of these terms and conditions should you take a motorhome into Ireland without taking out Ireland cover insurance. Minimum charge term for Ireland cover is 7 nights, maximum charge terms is 21 nights.

**11. Motorhome refill package**

Luna Motorhome Hire offers a refill package which means that you can return the motorhome empty of diesel, gas and adblue and we will refill all of them for a single charge of £99.00. The refill package must be pre-booked and pre-paid for in advance and prior to your departure and is only offered to hirers returning to the depot. It cannot be taken out on return of the motorhome. Should any of the tanks not be completely empty on your return or you hired a vehicle that does not require adblue, no refund or discount is offered on the price of the package. Should you choose to not take this out in advance and return the motorhome with any of the diesel, gas or adblue tanks not completely full then our standard refill charges will apply, please see section 17, Rental and other charges for full details. Subject to availability.

**12. Car Parking facilities**

Luna Motorhome Hire does allow customers to leave their vehicles at their own risk onsite for the duration of their motorhome hire as long as:

• the daily fee per vehicle has been paid as set out in clause 8, Extras

• they do so at their own risk; Luna Motorhome Hire cannot and will not be held liable for any damage caused to their vehicle whilst on site

• the customer locks and secures their vehicle and removes any personal items on show

• the customer retains custody of their vehicles keys

Note: car parking spaces are on a first come first served bases and are not guaranteed. Should Luna Motorhome Hire not be able to provide car parking facilities, Luna Motorhome Hire will not be held liable and will not cover the cost of alternative parking facilities or the transport to and from its location.

**13. Motorhome Collection & Return**

• **Collection:** Please allow 1 hour for the hand-over at the depot - to complete the documentation and demonstrate your vehicle to you. All drivers need to be present on collection of the motorhome and bring their full valid licence and passport and credit or debit card for security deposit. Please see section 27, Drivers for further details.

Note: Luna Motorhome Hire will make every effort to have your motorhome ready for the collection time you have selected however Luna Motorhome Hire cannot guarantee that your vehicle will be ready for this time. Should this be the case no refunds will be due to you, there will be no extension of your hire, and the motorhome will still be required to be returned in accordance with the details set out below. You must arrive at least 1 hour prior to depot closing. Please see section 2, depot hours for further details.

• **Return:** The vehicle must be returned on the correct date, and before the time stated on the rental agreement - please allow 1 hour for the hand-over at the depot. Vehicles must be returned undamaged, with a full tank of diesel, AdBlue (Ford models only) and gas (unless the motorhome refill package has been purchased in advance, see section 11), empty waste water and toilet cassette and the interior clean and in the same condition as they left the depot, otherwise a charge will be made for additional Valeting and or Upholstery cleaning. In addition a separate toilet cleaning fee will apply if the toilet waste tank is not empty on return.

Client initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Motorhome Collection & Return continued …*

Please see section 17, Rental and other charges for further details. Please note: there are no toilet emptying facilities at Luna Motorhome Hire’s depot so this must be emptied prior to return

• **Express return:** If you are returning between 8am and 10:30am and the vehicle is in the same condition as it was hired to you, you may use our Express return envelopes to return the keys to us and avoid waiting for the Vehicle to be checked in by a Luna Motorhome Hire staff member. The vehicle must not have any damage, be clean and tidy on the inside, with the diesel, adblue (Fords models only) and gas tanks full (unless the motorhome refill package has been purchased in advance, see section 11), and with the waste water and toilet cassette empty in order for you to use this return option. You must complete the Express return envelope fully, including signing and dating the bottom. Express return envelopes must not be left at reception or any other location, they must be handed to a Luna Motorhome Hire staff member. The vehicle will go through our normal returns procedure in your absence. Should any issues arise, Luna Motorhome Hire will contact you immediately.

• **Late return:** If you will be late returning, Luna Motorhome Hire must be advised immediately. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of £100.00 per hour will be payable for all late returns

**14. Motorhome Systems**

Luna Motorhome Hire will carry out a full Pre Checkout Inspection (PCI) on every motorhome before the commencement of hire. The PCI involves testing every system on board the motorhome to ensure they are operating correctly. In conjunction with this the hirer will be taken on a tour of the motorhome and shown how each system works. Should an onboard system fail during your hire, Luna Motorhome Hire will make every effort to remedy the fault whilst you are away but in some circumstances this may not be possible and Luna Motorhome Hire cannot be held responsible and will not refund any monies should a loss of service be encountered nor have any obligation to provide a replacement vehicle. In the case of winter hire, Luna Motorhome Hire cannot and will not be held responsible in the event of any damage or inconveniences caused by freezing conditions. This is the responsibility of the hirer.

**15. Vehicle acceptance**

• You acknowledge having received the Vehicle in a clean condition and in sound working order in accordance with the Motorhome Handover Checklist and with a full diesel tank, full AdBlue tank (Ford models only), full LPG gas bottle and full fresh water tank

• You acknowledge that Luna Motorhome Hire will not refund to you any monies if the Vehicle is returned or you cease to have use of the Vehicle or an item of equipment on the vehicle prior to the return date for any reason e.g. Accident, weather, theft or damage

**16. Change of Vehicle**

Luna Motorhome Hire reserves the right, at its absolute discretion, to substitute a comparable or superior Vehicle for the Vehicle ordered. In that event, you shall not be liable for any increased rental pertaining to the substitute vehicle. Such substitution shall not entitle you to any refund and does not constitute a breach of this Agreement.

**17. Rental and Other Charges**

You will pay Luna Motorhome Hire:

* All rental charges
* b) The security deposit
* c) Administration fee of £25.00 per amendment of a confirmed booking or per penalty charge

notice received

* d) The nominated valeting fee and /or upholstery cleaning fee if the Vehicle is not returned with the interior in a clean condition
* e) The nominated additional fee of £75.00 if the toilet and waste water tank are not emptied prior to the return of the Vehicle
* f) The cost of refilling the Diesel, the AdBlue and or the LPG tanks should any of the tanks not be returned completely full, unless the fuel package was pre-purchased prior to departure:

Diesel charges:

* ¾ to full = £75.00
* ½ to ¾ full = £90.00
* ¼ to ½ full = £120.00
* empty to ¼ full = £140.00

LPG charges:

* £40.00 regardless of level

AdBlue charges:

* £25.00 regardless of level
* g) The Late fee of £100.00 per hour should the vehicle be returned after the agreed time as stated on the rental agreement
* h) The nominated cancellation fee in the event of cancellation of this agreement prior to acceptance or delivery of the vehicle
* i) The cost of any damage to the Vehicle or third party property, subject to the insurance or CDW cover
* j) The insurance excess should there be damage involving third party property or the theft of the Vehicle. Applies in respect of each claim, not hire.
* k) All government fees and duties etc
* l) All parking fines, other fines or penalties and associated administration costs incurred in relation to the Vehicle during the Rental Period
* m) Any other fees or charges payable by you pursuant to this Agreement. This includes any costs incurred by Luna Motorhome Hire as a result of any breach by you of the terms of this Agreement
* n) Demurrage; the nightly rental rate for the period the Vehicle is off fleet; for example for accident repairs
* o) Any additional costs over and above the security deposit value should damages exceed the security deposit value
* p) The cost to recover a Vehicle
* q) In the case of gross negligence Luna Motorhome Hire reserves the right to recover full costs in order to return the motorhome to the state in which it was handed over

**18. Errors in Rental Charges**

Total charges as set out therein are not final. You agree to pay any shortfall in charges to Luna Motorhome Hire and you will receive a refund for any overcharge acknowledged by Luna Motorhome Hire.

**19. Security Deposit**

There is a refundable GB£1000.00 Security Deposit payable by credit card or debit card. The card should be in the lead drivers name and the amount will be debited from your account immediately. Pre-paid currency cards cannot be accepted. Luna Motorhome Hire reserves the right to increase the security deposit in certain circumstances or for specific events e.g. World Cup events, Festivals, clients travelling with pets, for any other hire where the Motorhome is carrying 4 or more adults and if the security deposit is paid in cash to £1500.00. Cheque payments are not accepted against the security deposit.

* On taking delivery of the Vehicle, you agree to pay the Security Deposit
* b) You irrevocably authorise Luna Motorhome Hire to deduct from the Security Deposit any amounts due by you to Schmidt Leisure arising out of this Agreement
* c) In the event that Luna Motorhome Hire elects to accept payment of the Security Deposit by holding an open security payment; a pre-authorisation for the full security amount will be processed and authorised by the customer either by entering their card details and submitting them through our online self check in system or by inputting their card into our card terminal and entering their pin number
* d) The security deposit will be refunded or the open security payment cancelled within 14 working days of the vehicle being returned to the depot as per the criteria set out in section 13, Motorhome collection and return and there are no outstanding insurance claims. It will not be refunded on return of the motorhome. If it was paid for in cash, this will be refunded by bank transfer or cheque
* e) Should any damages or costs exceed the security deposit the customer will be responsible to settle all additional costs over and above the security deposit value within 14 days of your hire end date

Note: Where the hirer has opted for the CDW option and has complied with its terms stated below (clause 29), no excess will be charged in the event of a Road traffic accident (RTA) or collision, but they should be aware that the security deposit will be used to fund any loss or damage what so ever to equipment, fixtures and fittings, windows, valeting or upholstery fees, refuelling costs or negligent damage to the vehicle. Should these damages exceed the security deposit held, the customer will be liable for the total cost and the difference will need to be settled within seven days of returning the motorhome.

**20. Use of the Vehicle**

You agree that during the rental period, you will not and will not allow the Vehicle to be:

* a) Driven otherwise than in a cautious, prudent and normal manner
* b) Used in a manner which could cause damage
* c) Driven in a prohibited area or in an area other than the areas indicated by you to Luna Motorhome Hire
* d) Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law
* e) Left open whilst the vehicle is unoccupied
* f) Left with the ignition key in the vehicle while it is unoccupied
* g) Left unoccupied without the TV/DVD covered
* h) Driven by persons
* Under the age of 25 years
* ii. Over the age of 76
* iii. Who is not authorised by law to drive the Vehicle. Particulars of a proposed licensed driver of the Vehicle are set out under the heading 'Hire’s name/ contact’ on the Rental Agreement

i) Damaged by:

* i. Submersion in water
* ii. Contact with Salt Water
* j) Used for any illegal purpose for any race, rally or contest
* k) Used to tow any vehicle or trailer
* l) Used to carry passengers or property for hire or reward
* m) Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this agreement
* n) Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material
* o) Otherwise used in breach of my obligations under this Agreement

**21. Road Restrictions**

a) All Vehicles may only be driven on sealed / bitumen roads

b) You acknowledge that Schmidt Leisure reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause

**22. Alterations to the Vehicle**

You shall not make any alterations or additions to the Vehicle without the prior written consent of Schmidt Leisure

**23. Title to Vehicle**

You acknowledge that Luna Motorhome Hire retains title to the Vehicle and its contents and that you possess the goods as a mere bailee only. You do not have any right to pledge Luna Motorhome Hire’s credit in connection with the Vehicle and agree not to do so. You shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

**24. Smoking**

All Luna Motorhome Hire motorhomes are non-smoking vehicles. Luna Motorhome Hire reserves the right to impose additional Valeting and or Upholstery cleaning fees and charge demurrage should smoke be detected in the motorhome.

**25. Passengers**

Luna Motorhome Hire 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. Here listed are the numbers of people, including the driver that each motorhome can legally carry: 2 berth = 2 passengers, 4 berth rear twin beds, 4 berth rear double bed, 4 berth U-shaped lounge & 4 berth Luxury = 4 passengers, 6 berth rear double bed & 6 berth bunk beds = 6 passengers. Carrying more than the specified number of passenger is against the law and in breach of this agreement. Child seats are available (fees applicable) and it is the responsibility of the hirer to fit them themselves. Children up to 12 years of age or 135cm in height, which ever they reach first, must use the correct child restraints appropriate for their weight/height under UK law.

**26. Pets**

You will not allow any animals to be carried in the Vehicle, unless otherwise agreed with Luna Motorhome Hire and an additional security deposit paid and the Luna Motorhome Hire dog policy adhered to.

**27. Drivers**

• Age limits:

▪Standard insurance: 25 to 70 years

▪Insurance for over 70’s drivers: 71- 75 years. This is by special request and agreement only with Luna Motorhome Hire & their insurer. Luna Motorhome Hire must be notified at the time of booking should any driver be over the age of 70. Additional information will need to be provided. Cover is not guaranteed. CDW is not offered to bookings with any driver(s) over the age of 70

• Maximum of 3 drivers per rental.

• All drivers must have held a valid licence for more than 3 years than entitles them to drive a UK category B vehicle up to 3500kg GMW

• Driver must be able to demonstrate that they have driven on a regular basis (More than 3 times per week) for at least 3 years and feel confident to drive a vehicle of the dimensions of our largest motorhome 7.5m long 2.4m wide and 3.2m high

• Drivers holding only an automatic licence can only hire our auto models and this must be declared at the time of booking

• All drivers must be present at checkout of the Motorhome. No exceptions can be made

• Production of a full, valid standard driver's licence, as well as a valid passport are required from all drivers at the start of hire

• Copies will be taken of all identification presented and will be retained for 7 years for the purpose of, but not limited to the defence of any legal claim(s)

• If you have a photocard GB licence we require the photocard and your NI (National Insurance) number to check your licence details on the DVLA’s online system. We are unable to insure you if we have not DVLA checked your licence details

• If you have a modern Northern Ireland licence we require both the photocard and paper counterpart

• Your licence address must be your current home address, if not, then in addition to this we require either a utility bill, bank statement which has your name and current address listed

• All drivers who licences are issued outside of the EU or Commonwealth are required to supply a valid International driving permit **alongside** your standard licence at the start of hire. This must be issued in the country your standard licence was issued and confirm you are able to drive a UK category B vehicle up to 3500kg GMW. Should any driver fail to present all correct documentation and identification on collection of the motorhome or do not meet the driver requirements stated in the terms and conditions, then Luna Motorhome Hire will be unable to release the motorhome and no refunds will be given

• Endorsements on licences: you must declare at the time of booking if there are any endorsements on your licence. Luna Motorhome Hire can accept up to 6 speeding points that occurred within the last 3 years (charges apply). For more than 6 points, for any conviction other than for speeding, including the following codes: AC, BA, CD, DD, DR, IN, LC, MS, UT, MR and TT or for any driver disqualification within the last 5 years Luna Motorhome Hire may not be able to get cover for

• Insurance claims: You must declare at the time of booking if you have made or had vehicle insurance claim made against you within the last 5 years. Luna Motorhome Hire may not be able to get cover should you have had 2 or more claims within the last 3 years

• Driver occupations: you must declare your occupation on collection of the vehicle. Luna Motorhome Hire may not be able to offer cover for the following occupations:

▪Celebrities

▪Sports Personalities

▪Musicians

▪Entertainers

▪Serving Foreign Armed services personal/ Embassy employees based in the UK

▪Students under the age of 30

Client initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Should the driver not disclose that they fulfil one of the above occupations even in a part time capacity, this will render the agreement as void and the hirer will be fully liable.

* Drivers are personally liable for all legal penalties (e.g.: parking tickets, congestion charges, speeding fines) which are incurred during the period of hire
* Luna Motorhome Hire is unable to insure any driver with no fixed abode

**28. Insurance** (provided all the personal information supplied is correct)

The Vehicle is insured for theft and damage to the Vehicle and the property of a third party; but does not include any personal insurance for the customer (including death or bodily injury to the driver) or cover any personal possessions. The vehicle insurance is arranged by Jelf. The hire rate quoted includes a standard excess of GB£1000.00 per accident, reported incident or Vehicle theft. In the event of any damage to either the vehicle or third party property, the hirer will be liable for the first GB£1000.00 per claim. In the event of the theft of the Vehicle, the hirer will be liable for the full cost of the Vehicle; once a theft has been reported to both Luna Motorhome Hire and the police, a claim will be lodged with the insurer. The keys must be returned to Luna Motorhome Hire. Should the insurer accept the claim and agrees to reimburse Luna Motorhome Hire for the cost of the Vehicle, the liability to the hirer will reduce to the first GB£1000.00 of the claim (excess). Please note: if the keys are not returned to Luna Motorhome Hire, the insurer will not accept the claim and liability for the full cost of the vehicle will remain with the hirer.

Only persons named on the Rental Agreement are insured to drive the vehicle. Please note that no insurance cover (including CDW) is offered for overhead damage, any damaged deemed as gross negligence, or any internal damages therefore the hirer accepts fully liability for these which is in addition to the standard vehicle excess should that apply. Windscreens and /or tyre damage is not covered by the standard vehicle insurance and therefore excess, however Collision Damage Waiver (CDW) does cover these items, (conditions apply), please see section 28, Insurance for further details.

Luna Motorhome Hire will be responsible should damage to personal possessions or bodily injury occur (including death) as a result of proven gross negligence on Luna Motorhome Hire’s part i.e. our actions or failure to act. Luna Motorhome Hire will not be responsible for any loss which is a side effect of the main loss e.g. loss of profits or opportunity. This is separate from the vehicle insurance provided.

**29. Collision Damage Waiver (CDW)**

Collision Damage Waiver at £25.00 per night will reduce the £1000.00 excess for damage caused due to a Road Traffic Accident (RTA) or collision (i.e. reported accident) to either the vehicle or third party property to £350. It will also cover the cost of replacement tyres or windscreen. However, it will not cover any damage to the vehicle or third party property caused through a reversing manoeuvre, deemed as malicious damage i.e. vehicle brake in or vandalism, cover the replacement or repair of windows or cover the theft of the vehicle. No insurance cover is offered for overhead damage, any damaged deemed as gross negligence or any internal damages therefore full liability will apply. Applies in respect of first incident and or claim, not entire Rental duration. Once an accident has occurred CDW cannot be restarted and standard insurance terms will apply. Incident must be reported to Luna Motorhome Hire within 24 hours otherwise CDW cover will not apply. Minimum charge term for CDW is 5 nights in winter and 7 nights during July and August. Maximum charge terms is 21 nights.

Should the Terms and Conditions not be adhered to, the CDW will be void and the customer will be liable in full for all costs and damages. Please note that the CDW is completely optional and can be decided upon collection of your vehicle. After the hire has commenced, CDW cannot be taken out. CDW cannot be offered to drivers over the age of 70.

**30. Vehicle Damage - Insurance Cover**

You are aware that:

* A) The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the customer or their possessions
* B) Neither the Standard Insurance nor Collision Damage Waiver (CDW) covers overhead damage. The hirer will be responsible for the cost to repair all damages
* C) You will have to pay an excess for any Insurance claim regardless of which party is at fault for the accident. The insurance excess is £1000.00 per claim, not per rental
* D) The excess may be reduced or removed, in most circumstances when a Road traffic accident (RTA) has taken place, by taking out a CDW. Terms apply; (please see clause 27, CDW). If CDW was accepted by me, it is set out under the 'Insurance Declaration' on the Rental Agreement and an additional premium must have been paid
* E) You will not have any insurance cover and you will be responsible for the total cost of any damage if you breach any of the terms of this Agreement
* F) You will be responsible for any damage caused through gross negligence and will not be covered by the insurance including CDW

**31. Responsibility when accident occurs**

a) In the event of any accident, loss or damage arising out of the use of the vehicle, you will

i. Notify Luna Motorhome Hire within 24hrs of the happening of the event

ii. Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station

iii. Complete an accident claim form as supplied

iv. If the accident occurs in Europe then in addition you must complete the European accident report form as supplied

v. Not make any admission of liability to other parties, settlement offer or other like offer

vi. Assist Luna Motorhome Hire in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence

b) You acknowledge that the excess or other amount due by you in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period, regardless of which party is at fault

c) You will pay for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault

d) No security deposit or insurance excess will be refunded until claim is settled

**32. Maintenance**

a) You shall take all reasonable steps to properly maintain the Vehicle, including checking oil, coolant and AdBlue levels, tyre pressures and batteries. AdBlue only applies to Ford models

b) You are aware that the vehicle will be supplied with a full tank of diesel, AdBlue and a full tank of gas and that it is my responsibility to replenish these throughout my hire and return these all full otherwise charges will apply. Luna Motorhome Hire will not be held responsible should you run out of any of these during my hire

c) You acknowledge that Luna Motorhome Hire will reimburse you for expenditure up to UK £40.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle (not including the water system, refrigerator, heating, audio and DVD equipment, provided that:

i. You produce relevant receipts: and

ii. You have received the prior consent of Luna Motorhome Hire

iii. The damage is not due to my fault or my breach of this Agreement

d) Subject to the terms of this agreement, you will pay for the cost of repairing or replacing tyres damaged during the Rental Period. Luna Motorhome Hire will reimburse you for expenditure reasonably incurred if:

i. The tyre is defective and is returned by you to Schmidt Leisure for inspection; and

ii. You produce relevant receipts; and

iii. The manufacturer accepts liability under his warranty

iv. CDW was taken out

e) You will be liable for any costs associated with allowing the engine oil, coolants or AdBlue (Ford models only) to run empty and cause damage to the vehicles engine

f) You will be liable for any costs associated with the incorrect use of fuel. All Luna Motorhome Hire motorhomes run on DIESEL

**33. Credit and Debit Card Payment**

Visa card and MasterCard credit cards only. All debit cards accepted. Pre-paid currency cards are accepted for payments but not for the security deposit.

* Luna Motorhome Hire will accept payment by credit cards approved by Luna Motorhome Hire
* b) When payment is paid by credit, debit or pre-paid currency card, you agree that:
* i. Luna Motorhome Hire is irrevocably authorised to complete any documentation and to take any other action to recover from my credit or debit card issuer all amounts due by you pursuant to this Agreement, including but not limited to those outlined in section 17, Rental and other charges
* ii. You will not dispute your liability to Luna Motorhome Hire for any amount due under this agreement and you shall indemnify and keep Luna Motorhome Hire indemnified against any loss incurred (including legal costs) by reason of notifying my credit or debit card issuer of such dispute
* iii. Luna Motorhome Hire may process the credit or debit card voucher; in the event that Luna Motorhome Hire elects to accept payment of the Security Deposit by holding an open security payment, which will be cancelled 7 days after the completion of the Rental Period, as per clause 19, Security deposit, you agree that Luna Motorhome Hire is entitled to recover payment from my credit or debit card issuer pursuant to clause 33, section b, sub-section i & ii, in respect of any amounts due which were not known at the time of cancelling the open security payment
* c) You acknowledge that all transactions under this agreement are conducted in Pounds Sterling. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against my credit or debit card and the amount refunded within 7 days after the expiration of the rental period. You release Luna Motorhome Hire from any liability for such variation

**34. Payment of Charges, Joint and Several Liability**

All charges and expenses payable by you under this Agreement are due on demand by Luna Motorhome Hire. If you do not pay all charges on time, you agree to pay interest at 1.5% per month above the base rate as published by HSBC on the outstanding balance and any additional costs incurred by Luna Motorhome Hire, including reasonable legal fees to recover the outstanding money owed. When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this Agreement.

**35. Terminating the Agreement**

You acknowledge that Luna Motorhome Hire may terminate this Agreement and repossess the Vehicle at any time, without notification to me, and that you will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

1. You are in breach of any term of this Agreement
2. You have obtained the Vehicle through fraud or misrepresentation
3. Any statement, representation or warranty made by you in respect to yourself or additional drivers is incorrect
4. The Vehicle appears to be abandoned
5. The Vehicle is not returned on the agreed return date or Luna Motorhome Hire reasonably believes that the Vehicle will not be returned on the agreed return date
6. Luna Motorhome Hire considers on reasonable grounds that the safety of passengers or the condition of the Vehicle is in danger. You understand that in the event of such termination or repossession, you have no right to a refund of any part of the rental charges or the Security Deposit

**36. Release and Indemnity of Luna Motorhome Hire**

a) Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, you release Luna Motorhome Hire, its employees and agents, from any liability to you (regardless of who is at fault) for any loss or damage incurred by you by reason of this Agreement, including but not limited to:

i. Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose

ii. Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any Schmidt Leisure premises or recovered or handled by Schmidt Leisure

b) Subject to any insurance arrangements agreed with Luna Motorhome Hire, you hereby indemnify and shall keep indemnified Luna Motorhome Hire, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the Vehicle

**37. Changes**

Any changes to this agreement must be in writing and must be signed on behalf of Luna Motorhome Hire and by me.

**38. Force Majeure**

Luna Motorhome Hire will make every effort to ensure that the reserved Motorhome is available for you at the correct time. If, due to circumstances beyond our control, this is not possible and if an alternative or acceptable Motorhome is not available our liability is limited to the refunds of all monies paid by you.

**39. My Warranties**

You warrant that all information supplied by you to Luna Motorhome Hire in connection with this agreement is true.

**40. Proper Law**

This agreement shall be governed by the law of Great Britain in which this agreement was signed.

**41. Data Protection**

Your personal data and information that you have provided to Luna Motorhome Hire will be processed for the following purposes

* To fulfill this contract/ agreement placed with us, including but not limited to motorhome hire and production of the Rental agreement. Your personal data including copies of all identification documents provided and all data entered in the Rental Agreement will be retained for 7 years for the purpose of, but not limited to the defense of any legal claim(s)
* To fulfill our legal requirements as a vehicle rental company
* We will not transfer your personal data to any third party outside the THL group, unless: • It is to book a third-party service for you including ferry crossing and taxi transfers
* It is to enroll you in a third-party membership including caravan club, camping and caravanning club and English heritage memberships
* It is for on road vehicle assistance for example vehicle recovery/breakdown providers and repair workshops
* It is to our insurer
* It is to the police, local authorities, councils or DVLA if we suspect or are notified that a road traffic offence/ contravention has occurred
* It is to local authorities, councils and private parking companies if we suspect or are notified that you breached private parking terms and conditions, dart and congestion charges
* To insurance companies if we suspect or are notified of an incident with a third party
* It is to the police, DVLA and Customs and Port authorities if we suspect or are alerted to criminal activity
* Our bank or merchant provider in line with transactional processing
* You are in breach of our agreement in which case we may notify the BVRLA’s RISC database, police, our solicitors, debt collection agencies, credit reference agencies and any other relevant organizations
* The third party is our subcontractor or a member of our companies, who is processing personal data on our behalf securely and in accordance with our instructions
* It is between software systems that we use for the purpose of our business as a vehicle rental company including but not limited to Aurora, Cosmos, Sugar CRM, Workshop software, Airtables, Google drive, Mailchimp
* It is for feedback on our products and services provided
* You have submitted a photo into a competition that we have run. By entering our competition you agree to the photo(s) you submit being posted to our website, facebook, twitter, instagram, pinterest and other social media sites. We may also use it for posters and advertising and share with our partners, wholesale and web-based agents for them to use for their own marketing purposes
* It is otherwise authorised under the Data Protection Act
* We may use your personal information for marketing purposes and to keep you informed by post, telephone, sms, email or other electronic means about products and services which may be of interest to you. We will only contact you if you have selected to hear about our services and offers on our feedback form that is completed at the end of your hire and we will only use the contact methods that you have agreed to. If at any point you would like to stop receiving information from us, you can click unsubscribe at the base of any email or send an email to [info@lunamotorhomehire.co.uk](mailto:info@lunamotorhomehire.co.uk) and we will remove your name from the marketing database.

Client initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Data Protection continued …*

By entering into this agreement, you agree that we can process and store your personal information in connection with this agreement including data collected from the vehicle which may include your location(s) from our vehicle tracking system and also diagnostics (telematics). We may use your information to analyse statistics, for market research, credit control and to protect our assets.

You agree that if you break the terms of this agreement we can pass your personal information to any relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the Data Protection Act 1998.

We agree to keep all personal information in a secure environment and will comply with the Data Protection Act 1998 and our own privacy policy and any other applicable date protection legislation currently in force.

**42. Entire Agreement**

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement. Luna Motorhome Hire reserves the right to add or amend the vehicle specifications and rental charges without prior notice. This agreement does not affect your statuary rights under civil law.

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| --- | --- |
| **By signing you agree that you have read and accept the above Terms and Conditions and that these along with the Rental Agreement form a legally binding contract between yourself and Just go.**  **Main driver:**  Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Driver 3:**  Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Driver 2:**  Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Payer of Security deposit:** (if not a named driver on Rental Agreement)  Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |