



Freedhome Motorhome Self-Drive Hire Terms and Conditions

1) Definitions of Terms and Conditions

'I', 'me', 'my' and 'you' refers jointly and severally to the person or persons who are the customers.

'This Agreement' means the Rental Agreement, the Aviva Insurance Motor Rental Agreement and these Terms and Conditions.

'Freedhome' means Freedhome Motorhome Hire, Registered Office, Peel House, 2 Chorley Old Road, Bolton, Lancashire, BL1 3AA. We are registered in England, as Earlgade Limited t/a Freedhome Motorhome Hire. Company No 3307396

'Customer' and 'Hirer' means the person or persons nominated as the hirer on the Aviva Insurance Motor Rental Agreement and any person whose credit card is presented in payment of the customer's charges.

'Living Equipment' – includes, but is not limited to, LCD TV, DVD player, CD player, crockery, cutlery, cooking utensils, pillows and sheets.

'Rental Period' and 'Hire Period' mean the hire period referred to 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 described on the Rental Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents relating to the Vehicle and any replacement Vehicle which may be provided at the discretion of Freedhome.

'Damage and Security Deposit' means the Vehicle security deposit detailed on the Aviva Insurance Motor Rental Agreement.

'CDW' means Collision Damage Waiver.

2) Hire rates quoted include:

- VAT (20%)
- Unlimited UK miles
- UK Standard Vehicle insurance
- UK Standard equipment & breakdown cover

Your Vehicle has comprehensive insurance on the UK mainland for the named driver(s) on the hire agreement, for the period of the hire. Please note that this does not cover your personal property and you are advised to arrange holiday insurance separately.

The hire rate covers one named driver. You may add up to 2 additional drivers at a charge of £25 per driver per week.

If you are travelling within the UK, there are no mileage restrictions (as it's included as part of our extras as standard policy).

You may take the Vehicle to Ireland or Western Europe, but we need to know in advance. You will also need to have our European insurance and breakdown pack.

European cover is subject to approval by our insurers and is limited to 250 miles per day; excess miles will be charged at 25p per mile.

In the case of a breakdown or accident, a 24 hour phone number is provided on the windscreen.

In the event of an emergency, please contact Jason on 07500 221100 or Martyn on 07827 332373.

3) Delivery and Return of the Vehicle

Pick up times are between 15:00 – 17:30. Please allow one hour for hand over, completion of the paperwork and demonstration of the Vehicle operation.

Return time is between 09:00 and 11:00. We insist on you being punctual, as we want to make sure the Vehicle is fully prepared and serviced for the next customer to enjoy their holiday.

Late return of the Vehicle may incur charges and invalidate your insurance.

I will receive the Vehicle in a clean condition and in sound working order in accordance with the Departure Checklist and with a full fuel tank and two gas bottles.

I will return the Vehicle in a clean condition with a full fuel tank, on the return date in the Rental Agreement and between the hours of 09:00 and 11:00 unless agreed otherwise.

I acknowledge that Freedhome will not refund to me any monies, nor have any obligation to provide a replacement Vehicle, if the Vehicle is returned or I cease to have the use of the Vehicle prior to the return date for any reason e.g. Accident, weather or theft.

4) Rental and Other Charges

Bookings can be made via e-mail, phone, post, in person or online.

The Vehicle cannot be collected or returned on Bank Holidays or Sundays and so please take this into consideration when deciding on the days/length of your hire as these days will be charged for.

The minimum hire period is 3 days, except in the high season (June, July and August) when it is 7 days.

3 night short breaks are from Friday - collection between 14:00 – 17:30 and return Monday between 09:00 and 11:00.

Out of high season, 4 night short breaks are from Monday - collection between 14:00 – 17:30 and return Friday between 09:00 and 11:00.

Bedding & Towel Pack includes; 1x double flatsheet, 1 x double duvet, 1x double duvet cover, 1 x pillowcase and 1 x bath towel. There is a £10 charge per pack payable.

I agree to pay Freedhome:

- All rental charges. On booking, a non-refundable booking deposit of £250 per week or part thereof is required. Confirmation of your booking will then be issued by post.
- The full balance of the rental six weeks before collection date. An invoice will be issued.
- The refundable security and insurance excess deposit.
- The nominated cleaning fee of £50 if the Vehicle is not returned with the interior in a clean condition.
- The nominated additional fee of £50 if the toilet waste tank is not emptied and cleaned prior to the return of the Vehicle.
- An additional charge of £50 per hour for a late return.
- The cancellation fee in the event of cancellation of this agreement prior to acceptance of delivery of the Vehicle:

More than 6 weeks before: booking deposit

6 weeks – 2 weeks: 50% of total hire charge

2 weeks – No Show: 100% of total hire charge

- The nominated fee of £10 plus the actual cost of fuel required to fill the fuel tank if the Vehicle is returned with less than a full tank of fuel.
- The cost of any damage to the Vehicle, or the property of any third party, subject to the Insurance or CDW cover if applicable.
- All parking fines, other fines, duties or penalties, and/or accidents including third party property damage not reported on return of the Vehicle.
- Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by Freedhome as a result of any breach by me of the terms of this Agreement.
- The cost to recover a Vehicle which has become bogged down.

5) Payment of Charges Joint and Several Liability

All charges and expenses payable by me under this Agreement are due on demand by Freedhome.

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.

Freedhome reserve the right to cancel a booking if payment is not received four weeks prior to departure.

For late bookings, less than six weeks before departure, the full rental price is payable with your booking.

Your Vehicle will not be released without payment in full. Cheques will not be acceptable for late bookings, less than two weeks prior to departure.

I understand that no refunds can be given for an early return of the Vehicle.

I understand the need to take out adequate travel and holiday insurance and will do so.

6) Credit Card Payment

Freedhome will accept payment by credit card subject to a 2.5% additional charge.

When payment is paid by credit card, I agree that Freedhome is irrevocably authorised to recover from my credit card issuer all amounts due by me pursuant to this Agreement, including but not limited to, any amounts due in respect of damage to the Vehicle or to the property of a third party and all other additional charges as they are incurred (including all parking and traffic infringement penalties, road toll fines, city congestion charges, and associated administration costs).

I will not dispute my liability to Freedhome for any amount due under this agreement and I shall indemnify and keep indemnified Freedhome against any loss incurred (including legal costs) by reason of notifying my credit card issuer of such a dispute.

In the event that Freedhome elects to accept payment of the Security Deposit by holding an open security credit card payment, which will be cancelled at the completion of the Rental Period, I agree that Freedhome is entitled to recover payment from my credit card issuer in respect of any amounts due which were not known at the time of cancelling the open security payment.

7) My Warranties

I warrant that all information and documentation supplied by me to Freedhome in connection with this agreement is true.

Drivers are required to submit their personal details on the booking form. The Hirer and main driver at the commencement of hire must produce personal identification such as a valid passport and confirmation of address in the form of a recent utility bill or a bank/building society statement.

A driving licence must be produced at the time of Vehicle collection. In the case of a UK photo card licence, both the card and the counterpart paper licence must be produced.

(N.B. Drivers who passed their test after 1996 may be restricted on the weight of Vehicle they are permitted to drive; please telephone to check. You'll need to make sure your driving licence has the right vehicle category for you to drive our Auto-Trail Frontier Delaware Hi Line Motorhome. You will need category C1. With this category, you can drive vehicles with a MAM (maximum authorised mass) over 3500 kilograms but less than 7500 kilograms, with a trailer no heavier than 750 kilograms. To tow a heavier trailer you'll need category C1+E.)

If I am visiting from abroad, my licence needs to be in English or an International driving permit needs to be presented with my national licence. I will only be permitted to hire a vehicle from Freedhome if I live within the European Union, USA, Canada, Australia or New Zealand.

If, on arrival to collect the Vehicle, my licence is unacceptable due to endorsements, defacement or incorrect Vehicle categories, I understand that no monies will be refunded.

8) Vehicle Damage and Security Deposit – Insurance Cover

I understand that;

The Vehicle is insured for damage to the Vehicle and the property of a third party.

I will have to pay an excess for any damage including overhead damage.

Overhead damage is defined from the ground up to in excess of 6 feet from the ground.

The insurance excess and security deposit is £1,000 and this amount will be taken as a deposit at the beginning of the rental, irrespective of whether CDW applies.

CDW is available as an option which, for payment of an additional sum of £10 per rental day, will reduce the damage excess from £1,000 to £Nil.

This deposit is fully refundable at the termination of the hire, providing the Vehicle and contents are returned undamaged.

Where damage to the Vehicle has been sustained, the full deposit will be retained until the full cost of any negligent loss or damage to the living equipment, fixtures and fittings, windows, tyres or to the Vehicle itself has been ascertained. This amount will then be deducted from the deposit and the balance refunded.

I irrevocably authorise Freedhome to deduct from this deposit any amounts due by me to Freedhome arising out of this Agreement.

I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this Agreement.

9) Hirer Driver Insurance

I understand and agree that this insurance covers the insured Vehicle whilst let out on hire, subject to the following conditions:-

- Freedhome will verify the identity and permanent address of the Hirer and any other permitted driver by means other than solely on the information contained in the Hirer's or driver's driving licence .
- The insured Vehicle shall not be let out on hire to be driven by:-
 - Persons under 25 or over 75 years of age unless otherwise agreed by the Insurer
 - Persons without a full driving license valid in the United Kingdom for the relevant Vehicle and which has been held for at least 24 months prior to commencement of the hire
 - Persons who have been convicted of any offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving license endorsed or suspended or penalty points applied. Parking and not more than two speeding offences in the past 3 years may be ignored. More than 3 points may be subject to an insurance surcharge
 - Persons who have any mental or physical defect or infirmity or who suffer from fits, diabetes or any heart complaint
 - Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of their claims experience and/or have had their insurance or cover cancelled by any Motor Insurer in the past
 - Persons who, whilst driving, have been involved in more than one accident in the past 3 years
- The insured Vehicle shall be driven only by the Hirer or other permitted driver who has signed a Hirer's Proposal Form immediately prior to any hiring
- The Insurer's form of proposal shall be completed and signed by each Hirer or other permitted driver in all respects
- I agree to be bound by the terms and conditions of the insurance which I have had the opportunity to see and read
- The insured Vehicle shall not be used for the carriage of goods of an explosive, dangerous or hazardous nature or for the carriage of goods or passengers for hire or reward or any other form of profit or remuneration

10) Animals

No animals, other than guide dogs, (with prior permission) are allowed in the Vehicle. Any damage incurred will be charged to the Hirer in full.

The only motorhome in our fleet where pets are allowed is our Tribute 725 (A). If you wish to take your dog/pet with you this is only possible in the Tribute 725 (A) and the following extra terms and conditions apply:

An additional £42.00 charge is added in addition to the charge for the motorhome itself, this is due to the specialist deep clean we have to give each motorhome that has had a dog or pet travelling in it to ensure it is in the best possible condition for the next occupant.

- No more than 2 dogs are allowed in the motorhome.
- Please keep dog/pets off of the soft furnishings.
- Please bring a dog blanket with you.
- Please do not leave the dogs unattended in the motorhome.

We can provide a water bowl and a ground peg for the dogs lead if required free of charge, just ask! For any further information, please contact us.

11) Smoking

I will not permit smoking in the Vehicle at any time whatsoever which I accept is out of consideration to subsequent hirers who may be non-smokers. Any infringement of this condition will incur an extra cleaning charge of £50.

12) Passengers

Freedhome authorises the use of the Vehicle up to the stated number of passengers. Each person is required to use the safety restraints provided at all times whilst the Vehicle is in motion.

13) Maintenance

I shall take all reasonable steps to properly maintain the Vehicle, including oil, water, battery and tyre pressure checks.

I am required to keep the Vehicle under my control throughout the hire period and I undertake to lock the Vehicle at all times when it is left unattended.

I acknowledge that Freedhome will reimburse me for expenditure up to £50 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle, provided that:

- I produce relevant receipts; and
- I have received the prior consent of Freedhome; and
- The damage is not due to my fault or my breach of this Agreement.

Subject to the terms of this agreement, I will pay for the cost of repairing or replacing tyres damaged during the Rental Period, provided that Freedhome will reimburse me for expenditure reasonably incurred if;

- I produce relevant receipts; and
- The tyre is defective and is returned by me to Freedhome for inspection; and

- The manufacturer accepts liability under his warranty.

I will be liable for any costs associated with the incorrect use of fuel, running out of fuel or loss of keys. All our Vehicles are diesel powered.

14) Responsibility when an accident occurs

In the event of any accident, loss or damage arising out of the use of the Vehicle, I will:

- notify Freedhome by telephone within 4 hours of the happening of the event;
- obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;
- complete a European accident report form as supplied;
- not make any admission of liability to other parties, settlement offer or other like offer;
- complete an accident report form at the termination of hire;
- assist Freedhome in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.

I acknowledge that the excess or other amount due by me 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.

I understand that Freedhome accepts no liability for replacement Vehicle costs, travel or accommodation costs or any other consequential loss claims arising from Vehicle breakdown, fair wear and tear excepted, accident or any other such related causes.

15) Terminating the Agreement

I acknowledge that Freedhome may terminate this Agreement and repossess the Vehicle at any time, without notification to me, and that I will pay the reasonable costs of repossessing the Vehicle, including towing charges if;

- I am in breach of any term of this Agreement;
- I have obtained the Vehicle through fraud or misrepresentation;
- The Vehicle appears to be abandoned;
- The Vehicle is not returned on the agreed return date or Freedhome reasonably believes that the Vehicle will not be returned on the agreed return date;
- Freedhome considers on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered. I understand that in the event of such termination or repossession, I have no right to a refund of any part of the rental charges or the Security Deposit.

16) Change of Vehicle

Freedhome reserves the right, at its absolute discretion, to substitute a comparable Vehicle for the Vehicle. In that event, I shall not be liable for any increased rental or other charges. Such substitution shall not entitle me to any refund and does not constitute a breach of this Agreement.

17) Release and Indemnity of Freedhome

Subject to its obligation to deliver the Vehicle or an appropriate substitute Vehicle, I release Freedhome from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this Agreement, including but not limited to:

- any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose;
- any loss or damage to any property left in or on the Vehicle, on any Freedhome premises or recovered or handled by Freedhome.

I accept that, in certain unforeseen circumstances, Freedhome may be unable to fulfil the booking due to the selected Vehicle being unavailable/off the road. In these unfortunate instances, I understand that Freedhome will refund any payments made to date in full. Consequently, I accept that Freedhome cannot be held responsible for any additional costs incurred in making alternative holiday arrangements. I shall purchase my own holiday insurance separately to cover such an eventuality.

Subject to any insurance arrangements agreed with Freedhome, I hereby indemnify and shall keep indemnified Freedhome, 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.

18) Title to Vehicle

I acknowledge that Freedhome retains title to the Vehicle and that I possess the goods as a mere bailee only. I do not have any right to pledge Freedhome credit in connection with the Vehicle and agree not to do so. I 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.

19) Proper Law

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

20) Entire Agreement

Freedhome reserves the right to add or amend any terms and conditions without prior notice.

Freedhome reserve the right to adjust hire rates at any time. Quotes will be valid for two weeks unless a holding deposit is paid. The price will then be fixed at the agreed rate as detailed on your confirmation of booking and invoice.

Freedhome reserves the right to refuse to hire to any person without stating a reason.

If the Hirer is in breach of any of the above terms and conditions, the Hirer shall, upon the demand of Freedhome, return the Vehicle and its contents immediately.

The Hirer will pay Freedhome, on demand, any loss that Freedhome may suffer as a consequence of the breach.

I agree to and accept these terms and conditions as part of the contract of hire.

.....
Signature of Customer

.....
Name of Customer (BLOCK CAPITALS)

...../...../.....
Date