

Terms and Conditions

Personal Journeys Motorhome Hire is the trading name of Personal Journeys Ltd.

Please read these Terms and Conditions and the Rental Agreement carefully. If there is anything you do not understand please speak with a representative of Personal Journeys Motorhome Hire and seek clarity.

- The sole subject of these terms and conditions and contract is the hiring out of the motorhome and optional extras.
- Once a booking is accepted by Personal Journeys Motorhome Hire a reservation contract will be formed between Personal Journeys Motorhome Hire and the Hirer(s) which is solely subject to English Law.
- The rental agreement will be emailed out to the Hirer(s) prior to the date the payment in full is due. This will need to be printed by the hirer and signed. This will then need to be scanned/photographed by the hirer and a copy of the signed rental agreement emailed back to Personal Journeys Motorhome Hire at the same time the full payment is due. Only at this stage can the finalised booking be confirmed. The original copy of the signed rental agreement will need to be handed to a representative of Personal Journeys Motorhome Hire at the time of collection.
- The rental contract will be subject to the period specified in the signed rental agreement. If the Hirer(s) breaks the rental contract or terms and conditions Personal Journeys Motorhome Hire can ask you to return the vehicle before the date and time specified for the return of the motorhome or alternatively take the vehicle back as you will no longer have permission to use the motorhome. To do this we will give you written notice in person or send you an email to the email address you have provided us with at the time of booking. If we suspect that you have provided Personal Journeys Motorhome Hire with false information at any time we may take back the vehicle without serving you notice.
- The Hirer(s) will organise their own journey and make use of the vehicle in a lawful and responsible manner.
- All agreements between Personal Journeys Motorhome Hire and the Hirer(s) will only be valid once they are confirmed in writing and signed by both a representative of Personal Journeys Motorhome Hire and the Hirer(s).

Hire rates quoted include:-

- Unlimited miles.
- Additional named drivers subject to suitability and insurance requirements.
- UK standard comprehensive vehicle insurance*
- UK Standard equipment & breakdown cover**
- Customer car parking- although customers do so at their own risk. Personal Journeys Motorhome Hire will not be held liable for any damage to, theft from or theft of customers vehicles.
- All prices quoted in the Agreement are gross prices.
- At least one of the fixed bottles of LPG will be supplied full.

*Insurance loading. In some cases, additional charges may apply 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.

**Personal Journeys 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 or general use problems, e.g. a flat vehicle battery, flat or punctured tyres, wrong or insufficient fuel, keys locked in the motorhome etc. will be the responsibility of the client.

Availability

- Between Saturday 1st June 2019 and Saturday 29th September 2019 our motorhome will only be available for booking periods of 7 days or multiples of 7 days i.e. 14 days/ 21 days/ 28 days etc. with collection and return on a Saturday. The hire period must be collection from 3pm* on a Saturday afternoon and return by no later than 11am on a Saturday morning. Late returns will be charged at £100 per hour or part of. Please allow a minimum of one hour for the hand over to complete the necessary documentation and to demonstrate the motorhome to you.

**we will make every effort to have your motorhome ready for the collection however we 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 rental agreement.*

Delivery/ Collection options:-

- Any delivery or collection agreed and undertaken by Personal Journeys Motorhome Hire will be subject to an additional charge and must involve the motorhome being back at the base of Personal Journeys Motorhome Hire for a minimum of 4 hours to allow for inspection and essential maintenance between any rental periods. Therefore the period of time taken to deliver or collect the vehicle will be subtracted from the Hirers rental period. The fuel used to deliver the motorhome to the hirer will be at the expense of the Hirer(s) and there will be an additional charge on the return collection to cover restoring the fuel tank to full capacity in preparation for the subsequent Hirer(s).
- Availability of this additional service is not guaranteed, and is only on a request and confirmation basis at the time of booking.

Reservations

- A reservation is only binding after it has been confirmed by Personal Journeys Motorhome Hire, a non-refundable £250.00 booking deposit has been accepted and any subsequent banking transactions have cleared.
- At this point the relevant sections of the terms and conditions and rental agreement will apply including our cancellation policy.
- Once the booking has been accepted a confirmation email will be sent to the email address supplied by the Hirer(s).

- Alterations to the booking may be considered, subject to availability, prior to the payment in full being made. However if this is not practical and the Hirer(s) choose to cancel their booking they will forfeit their booking deposit.

Payment in Full

- The outstanding balance for the rental of the motorhome will be payable in full, no later than eight weeks prior to the commencement of the rental period.
- If full payment is not received by that time the Hirer(s) may lose their deposit and the motorhome will be made available again for hire.
- Should bookings be made within eight weeks of the rental period full payment must be made at the time of booking.
- Payment of the hire fees are **preferred by bank transfer** although payment is also accepted by credit card (Visa or MasterCard only), debit cards, or cheque in Pounds Sterling. Please note: Cheque payments will only be accepted if presented eight weeks or more prior to departure.
- Under no circumstances will the motorhome be released without full payment being received and any subsequent banking transactions cleared.

Cancellation Policy

- If this rental is cancelled once the £250.00 booking deposit and full payment has been paid the following charges will apply:-
- Cancellation more than 6 weeks before the hire period= 25% of total hire cost or Booking Deposit (whichever is greater).
- Cancellation between 6 weeks - 2 weeks before the hire period= 50% of total hire charge.
- 2 weeks or less; or a failure to collect/take delivery of the motorhome = 100% of total hire charge.
- A failure to collect/take delivery of the motorhome by the customer or not presenting themselves on the first day of the rental period and not communicating to Personal Journeys Motorhome Hire prior to this date that the hirer(s) will not be collecting the motorhome at the agreed date/time or at an agreed alternative date/time within the booked rental period. Should there be a failure on the part of the hirer(s), the booking will be automatically cancelled at close of business that day, the vehicle will be released for re-hire and no refunds whatsoever will be due.
- Early return of the motorhome will not entitle the Hirer(s) to any refund.

Collection of the motorhome

- You must allow a minimum of one hour for collection of the motorhome (or delivery).
- The original copy of the signed rental agreement will need to be handed to a representative of Personal Journeys Motorhome Hire at the time of collection.
- All drivers must bring your passports for additional photographic identification.
- **You must supply printed copies of the following for each driver:-**
- Photo card driving licences which must be correct and up to date to include the users current home address. *Please also bring your original photo driving card to allow for verification.*
- Valid online DVLA driving licence check code. *We are unable to insure you if we have not DVLA checked your licence details and therefore we will not be able to hire the vehicle to you, you will also lose all monies paid to us as per our terms and conditions.*
- Two forms of proof of address for each driver in addition to the driving licence*

**The following documentation is acceptable for proof of address alongside the drivers licence, the documents must be dated within 90 days of the hire date and must match the address shown on the driving licence(s):*

You must provide one of the following: -

1 x utility bill / statement (primary form of proof can be Electricity, Water, Gas, Broadband, Landline Telephone, Council tax bill/statement)

Plus one of the documents listed below (secondary proof)

What is acceptable:-

TV/internet/landline telephone bill (Including Sky/Virgin/BT etc), Bank or Credit Statement, Credit card bill, Mortgage statement

What is declined:-

Mobile Phone Bills, any document relating to insurance, any document that does not meet the above mentioned criteria.

If a delay in taking possession occurs due to the non-presentation of said documents, such delay shall be at the expense of the Hirer. If such documents cannot be presented neither at

the agreed time for taking possession, nor within a reasonable grace period thereafter, then Personal Journeys Motorhome Hire shall be entitled to withdraw from the contract.

Security Deposit

- On collection/ taking delivery there is a compulsory security deposit of £750.00 payable. This payment can be made by bank transfer, credit or debit card and the amount will be debited from your account immediately. This security deposit will be refundable in full subject to the vehicle being returned as per these terms and conditions and rental agreement.
- Should express permission be granted by Personal Journeys Motorhome Hire to allow the Hirer(s) to take a well behaved dog (or dogs) with them in the motorhome, the security deposit will be increased to £1000.00.
- The security deposit or part of the security deposit if applicable, will be refunded within 14 working days of the vehicle being returned to Personal Journeys Motorhome Hire subject to the vehicle being returned in a satisfactory condition as per these terms and conditions and rental agreement; there are no outstanding insurance claims; there are no outstanding parking or speeding fines and once any deductions have been taken by Personal Journeys Motorhome Hire as per the following additional charges:-

Additional Charges (where applicable):-

- Late return (after 11:00am or at a time otherwise agreed with prior approval in writing) - £100.00 per hour.
- The cost of refilling the fuel tank should the tank not be returned completely full at the following rates:-
- To be based on the displayed fuel gauge reading:-
 - ¾ to full = £60:00
 - ½ to ¾ = £90:00
 - ¼ to ½ = £120:00
 - ¼ or less = £150:00
- A cleaning fee of £150.00 will be payable if the vehicle is not returned with the interior in a clean condition acceptable to a representative of Personal Journeys Motorhome Hire.
- A fee of £150.00 will be payable if the toilet cassette and/or surrounding containment area are not returned emptied and in a clean condition.
- A fee of £50.00 will be payable if either the waste water or fresh water are not returned in an empty condition.
- A fee of £50.00 will be payable if any part of the supplied barbecue or barbecue equipment is not returned in the same clean condition that it was in at the start of your hire.
- A valeting fee of £30.00 to all hires where Personal Journeys Motorhome Hire have authorised the Hirer(s) to allow a dog/dogs in the vehicle.
- Any and all costs incurred in repairing/replacing any item on or in the motorhome which may have been damaged by the aforementioned authorised dogs.

- Any and all costs resulting from the loss, theft or damage to any of the equipment supplied with the motorhome or available as optional extras, regardless of blame, while the motorhome is in your care.
- You will have to pay the excess for any Insurance claim regardless of which party is at fault for the accident. The maximum insurance excess is £750.00 per claim, not per rental.
- Any and all charges and costs relating to damage to the windscreen, wing mirrors, tyres (including punctures or replacement), overhead damage (above 6ft in height) and the undercarriage of the vehicle.
- The reasonable cost of repairing any damage to the vehicle which was not noted at the start of the agreement, whether you were at fault or not. This is to enable the motorhome to be restored back to the condition stated in the pre-rental inspection report. This could include but is not limited to any damage inside and outside the motorhome, cleaning costs if the vehicle is very dirty, and replacing or repairing any of the optional extras hired or items or accessories supplied with the motorhome.
- You will also be responsible for paying the reasonable cost of replacing the vehicle if it is stolen or written off, depending on any insurance you have, if and when we demand this payment.
- A loss-of-income charge, when we demand it, if we cannot rent out of the vehicle because it needs to be repaired, if it is a write-off (it cannot be repaired), or if it has been stolen and we are waiting to receive a full payment of the vehicles value.
- We will only charge you for loss of income if we cannot get back out losses. We will charge you at the published daily or hourly rate, and we will never charge you for more than 30 days. We will always do everything we can to make sure we repair the vehicle or get back our costs as soon as possible.
- All charges and legal costs for any congestion charge, road traffic offence or parking offence, parking charges or any other offence or charge involving the rental vehicle, including costs from the vehicle being clamped, seized or towed away. You are responsible for paying the appropriate authority or company for any charges and costs if and when they ask for these payments. You will also be responsible for paying our administration charges of £25 for dealing with these matters.
- Any recovery charges arising from the Driver and Vehicle Standards Agency (DVSA), HM Revenue & Customs (HMRC), the police, or any other public organisation (or their agent) who has seized the vehicle. You will also have to pay us a loss of income charge while we cannot rent out the vehicle.
- Any breakdown call out charges not related to electrical or mechanical issues. Any costs associated with allowing the engine oil or coolants to run empty and cause damage to the vehicles engine.
- Any costs associated with the incorrect use of fuel.
- Any cost associated with contaminating the clean water tank in any way.

As previously stated our preferred means of payment is by bank transfer please; however if necessary Credit and Debit Card Payment may be taken:-

Visa card and MasterCard credit cards only. All debit cards accepted.

When payment is paid by credit or debit card, you agree that:

- Personal Journeys Motorhome Hire is irrevocably authorised to complete any documentation and to take any other action to recover from your credit or debit card issuer all amounts due by you pursuant to this Agreement.
- You will not dispute your liability to Personal Journeys Motorhome Hire for any amount due under this agreement and you shall indemnify and keep Personal Journeys Motorhome Hire indemnified against any loss incurred (including legal costs) by reason of notifying your credit or debit card issuer of such dispute.

The responsibilities of Personal Journeys Motorhome Hire:-

- We will identify and tell you about any existing damage to the vehicle before you sign your agreement.
- The vehicle is roadworthy and suitable for you to use at the start of the rental period. We accept no responsibility for delays and/or consequential losses from breakdown or from any other circumstances.
- We are only responsible for loss or damage to property in the vehicle if the loss or damage is a result of our neglect or if we have broken the conditions of our agreement.
- **Unfortunately events beyond our control may occasionally affect bookings.** When reference is made to such events, this means any events or circumstances which Personal Journeys Motorhome Hire could not, even with all due care, foresee or avoid. When an event beyond our control occurs Personal Journeys Motorhome Hire cannot accept any responsibility or pay any compensation, costs or expenses where your agreement with us is affected or you otherwise suffer any loss or damage as a result. This includes any delays to and/or restrictions to your hire or if you have cause to return the motorhome or cannot use the motorhome or equipment in the motorhome due to mechanical or electrical failure, damage, theft, accident, weather, etc.

Your responsibilities as the Hirer(s):-

- You must collect and return the motorhome at the agreed times as specified in the rental agreement.
- All drivers need to be present on collection of the motorhome without exception, and must bring their full valid licence and passport for photo identification purposes.
- A bank transfer or valid credit or debit card registered in the Hirer(s) name, must be used to pay the security deposit.
- You must inspect the motorhome and any accessories we provide and agree the inventory before you take the vehicle. Please allow a minimum of one hour for the handover of the motorhome both on collection and return to allow for the finalisation of any documentation, to demonstrate and check the motorhome and contents. If you are not satisfied with the motorhome or you do not think the condition of the vehicle meets our pre-rental inspection report, you should let us know. A detailed collection report describing the condition of the motorhome and contents will be agreed by Personal Journeys Motorhome Hire and the Hirer(s) and both parties are to sign this report. Personal Journeys Motorhome Hire are entitled to refuse to allow the motorhome to be taken until this report is agreed and signed. This check will include testing every system on board the motorhome to ensure they are operating correctly.

In conjunction with this the Hirer(s) will be taken on a tour of the motorhome and shown how each system works.

- On collection the motorhome will have a clean interior and is to be returned by the Hirer(s) in the same condition.
- On returning the motorhome the Hirer(s) is under an obligation to carry out a final examination of it together with a representative of Personal Journeys Motorhome Hire, with a written return report to be prepared, agreed and signed by both parties. We may need to clean the vehicle before we can check its conditions. Failure to remain with the motorhome whilst the return inspection of the vehicle is completed may result in forfeiture of all or part of the security deposit.
- You must look after the motorhome, any accessories and the keys or other locking device for the vehicle.
- You must always lock the motorhome when you are not using it, and use any security device which is fitted or which we supply.
- If you are leaving your pitch and moving the motorhome even if you plan to return you must place any outdoor equipment (furniture/cables/hose/bikes etc) securely in or on the motorhome to prevent loss or theft.
- You should only drive this motorhome when the weather conditions are suitable and must always drive appropriately according to the weather conditions.
- The motorhome will be supplied with a full tank of fuel and **must** be returned with a full tank of fuel. You must make sure that you use the correct type of fuel and fluids in the vehicle.
- The motorhome is supplied with at least one full bottle of LPG. Subsequent refills are your responsibility. For your convenience our motorhome has been fitted with fixed LPG bottles which can be refilled via the special filler cap at petrol stations which supply LPG Autogas. To find a suitable petrol station near to your location please see <https://www.drivelpg.co.uk/i-have-lpg/find-a-filling-station/>
- You are responsible for any under carriage damage, and overhead damage (above 6ft in height) caused by but not limited to hitting low level objects such as bridges, low hanging tree branches or barriers along with damage to any awnings and frozen pipework whilst the vehicle is on hire to you, irrespective of any 'collision damage waiver' you may have purchased.
- You are responsible for the cost of all tyre repairs or replacement, wing mirrors, and for any damage to the windscreen, broken windows and lights and for any damage to the interior of the vehicle.
- You must not sell, rent or get rid of the motorhome, any of its parts or contents. You must not give or try to give anyone the legal rights to the motorhome, transfer or attempt to transfer legal ownership.
- You must not let anyone work on the motorhome without our permission.
- You must let us know as soon as you become aware of a fault with the motorhome, or if the vehicle is stolen or involved in an accident.
- If we have agreed to drop off the vehicle at an address you give us, you will be responsible for the vehicle from the time we drop it off. Unless we have agreed to collect the vehicle from you, you must return the vehicle to the location we agree.
- You must not carry any object or substance which, because of its condition or smell, may harm the motorhome or delay us hiring the motorhome out.
- You are responsible for your own personal travel insurance and the insurance of your personal belongings.
- You are responsible for removing your personal belongings from the vehicle at the end of the rental period, as we are not responsible for any items you leave in the

vehicle. If you do leave items in the vehicle, we may agree to keep them for you to collect within a reasonable time. We may charge you reasonable costs for storing items. Should any items left in the vehicle not be collected within 28 days of discovery Personal Journeys Motorhome Hire may use or dispose of these items as they see fit.

- The authorised driver(s) at the time, and/or the Hirer(s) are responsible for any and all legal penalties (i.e. speeding fines, parking fines, congestion charges etc.) which are incurred during the period of hire.
- Your own personal possession/travel insurance
- Arranging your own Collision Damage Waiver or Insurance Excess Insurance which must be appropriate to cover motorhome hire.

Maintenance of the vehicle whilst on hire:-

- You are responsible and must take all reasonable steps to check and top up where necessary the engine oil, water levels and tyre pressure at least once a week during your hire.
- You are responsible for replacing or repairing tyres damaged during the period of your hire unless it can be proved that any damage was already present prior to you commencing your hire period.
- Any expenditure incurred without the prior written authority of Personal Journeys Motorhome Hire will not be considered for reimbursement.
- Repairs which are necessary in order to maintain the vehicle in a good working and roadworthy condition during the rental period or any alterations or additions must be authorised and confirmed in writing by a representative of Personal Journeys Motorhome Hire. In this case it is likely that Personal Journeys Motorhome Hire will bear repair costs as long as the Hirer is not liable for the damage. This does not apply to tyre or windscreen damage.
- If a defect for which Personal Journeys Motorhome Hire are responsible, makes such a repair necessary, the Hirer must notify the Personal Journeys Motorhome Hire of the defect immediately and agree a reasonable deadline for its repair.
- Any authorised expenditure must be supported by the official relevant receipts.

Insurance and Conditions of use of the motorhome by any and all Hirer(s)/users:-

- **Strictly No Smoking or Use of Electronic Cigarettes inside any part of our motorhome.**
- Only you or any named driver we have given written permission to, can drive or are insured to drive our motorhome.
- Only persons between 25 years of age and 75 years of age will be allowed to drive our motorhome.
- Anyone driving the vehicle must have held a full UK driving licence for a minimum of two years and which is valid for the type of vehicle you are renting.
- All users must be able demonstrate that they have been driving on a regular basis and that they are competent and confident in driving a vehicle equivalent in overall size as our motorhome.

- All users must not have had their licence suspended for any period within the last three years.
- All users must not have been involved in more than one fault incident in the last three years.
- All users must have no more than two driving convictions with a maximum of 3 points per conviction. You must declare any and all endorsements on your driving licence at the time of booking.
- No drivers will be allowed to hire the vehicle if they have previously been banned from driving for any period.
- All drivers must agree and sign the completed rental agreement.
- You must also not use the vehicle or let someone else use it:
 - i. For any illegal purposes or in any way which would cause nuisance;
 - ii. For driving otherwise than in a cautious, prudent and normal manner or in a manner which could cause damage.
 - iii. To drive in any prohibited areas.
 - iv. To carry passengers for a fee, or to carry more passengers than is permitted within the motorhome. Each permitted passenger is to use the safety restraints provided at all times whilst the vehicle is in motion.
 - v. For driving lessons.
 - vi. To tow or push any vehicle, trailer or other object, without our written permission;
 - vii. For racing or to test the vehicles reliability or speed;
 - viii. Off roads or on roads unsuitable for the vehicle;
 - ix. If the driver has been drinking alcohol, taking illegal substance, drugs or medication which may affect the drivers ability to drive safely.
 - x. Outside England, Scotland or Wales unless we have given you written permission and the correct insurance and breakdown cover are in place.
 - xi. If it's loaded beyond the manufacturers maximum weight recommendations;
 - xii. To carry unsecured loads, volatile liquids, gases, explosives or other corrosive or inflammable material.
 - xiii. To carry more passengers than the vehicle was manufactured to legally carry; or
 - xiv. If the driver does not have a valid driver/operator's licence
 - xv. In any other way that is blatantly in contravention of this agreement.
- Our Motorhome is fitted with a monitoring and tracking device- should we deem that the vehicle is being used in an illegal or irresponsible manner we reserve the right to take back the vehicle without giving you notice nor repaying any rental fee paid.

In the event of theft involving the motorhome or contents of the motorhome belonging to Personal Journeys Motorhome Hire:-

- On discovery you must immediately contact the local police force, report the theft and obtain both an incident and crime number.
- On discovery you must as soon as is reasonably practicable make contact with a representative of Personal Journeys Motorhome Hire report the theft and the items stolen.
- You must return all keys for the motorhome to us in a prompt and efficient manner.
- Supply us with copies of any notices or documentation generated by any involved party as a result of the theft.

In the event of deliberate damage by a third party to the motorhome or any equipment in the motorhome belonging to Personal Journeys Motorhome Hire:-

- On discovery you must immediately contact the local police force, report the damage and obtain both an incident and crime number.
- On discovery you must as soon as is reasonably practicable make contact with a representative of Personal Journeys Motorhome Hire and report the damage.
- Supply us with copies of any notices or documentation generated by any involved party as a result of the damage.

In the event of accidental damage to the motorhome or any equipment in the motorhome belonging to Personal Journeys Motorhome Hire:-

- you must as soon as is reasonably practicable make contact with a representative of Personal Journeys Motorhome Hire and report the damage.

In the event of a road traffic accident involving the motorhome:-

Regardless of blame it is important that you take the following action:

Stop: Stop as soon as possible, in a safe place (please use the fluorescent yellow vests and warning triangle provided placing the warning triangle in a clearly visible location well before the obstruction). **If anybody has been injured, call the police and ambulance service.**

If it is safe to do so:-

Sketch: Make a quick sketch of the direction and final position of each vehicle (it is worth keeping a pen and paper in your vehicle).

Photograph/Video Recording: Take photographs or a video recording: If you are able to do so, try and take photographs to support the positions of the vehicles and the extent of damage.

- If any person has an injury as a result of the accident, is suspected of having an injury or makes a suggestion that they may be injured as a result of the accident; or there is likely to be a dispute as to who is responsible you must immediately contact the local police force, report the accident and obtain an incident number. If you are physically able to do so you or one of your party must remain with the vehicle until the emergency services have attended and dealt with the situation.
- You must not admit that you are responsible either verbally or in writing.
- You must note down the vehicle registration number(s), names, address, phone numbers and additional contact details of all parties involved including passengers and witnesses.
- You must note down any visible or verbally reported injuries to yourself or any third party involved in the accident.
- you must as soon as is reasonably practicable make contact with a representative of Personal Journeys Motorhome Hire and report the damage.
- You should describe the situation as clearly as possible to the local police force where applicable, and to Personal Journeys Motorhome Hire.
- In the event that the motorhome can no longer be driven and is recovered you must return all keys to us in a prompt and efficient manner.
- Assist us and our insurers in any subsequent legal proceedings.

- Supply us with copies of any notices or documentation generated by any involved party as a result of the accident.

Release and Indemnity of Personal Journeys Motorhome Hire:-

Subject to its obligation to supply the motorhome, you release Personal Journeys Motorhome Hire and its representatives, 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:

- Any loss or damage caused by breakdown, mechanical defect, accident or the vehicle being unsuitable for your purpose.
- Any loss or damage to any property left in or on the motorhome.
- If you choose the optional extra - Cycle hire use of the cycles is at your own risk and cycle helmets are not provided for hygiene reasons.
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- Subject to any insurance arrangements agreed with Personal Journeys Motorhome Hire, you hereby indemnify and shall keep indemnified Personal Journeys Motorhome Hire and its representatives, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of use and/or possession of the vehicle.
- Any claims to compensation by the Hirer on the basis of defects for which the Personal Journeys Motorhome Hire are not responsible are hereby excluded.
- Any defects in the motorhome or its fittings/equipment which are discovered after the commencement of the hire must be reported to the Personal Journeys Motorhome Hire in writing by the Hirer by returning of vehicle. Claims for damages based on subsequently notified defects shall be excluded.
- Should an onboard system fail during your hire we will make every effort to remedy the fault whilst you are away but in some circumstances this may not be possible. Personal Journeys 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 we 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.

Ending this agreement

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

- You are in breach of any term of this agreement;
- You have obtained the motorhome through fraud or misrepresentation;
- Any statement, representation or warranty made by you in respect to yourself or additional drivers is incorrect;
- The motorhome appears to be abandoned;
- The motorhome is not returned on the agreed return date or we reasonably believe that the motorhome will not be returned on the agreed return date;
- Personal Journeys Motorhome Hire considers on reasonable grounds that the safety of passengers or the condition of the motorhome 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.

If you are a company, we will end this agreement if:

- You go into liquidation;
- You call a meeting of creditors;
- We find out that your goods have been taken away from you until you pay off your debts; or
- You do not meet any of the conditions of this agreement.

If we end this agreement it will not affect our right to receive any amount you owe us under the conditions of this agreement. We can also claim reasonable costs from you if you do not meet the main conditions of this agreement.

The law – We aim to deal with all disagreements fairly and calmly. If we cannot deal with a disagreement, we may take the matter to the BVRLA's conciliation service. This agreement is governed by the laws of the country in which you signed it. Any disagreement may be settled in the courts of that country. This agreement contains all the conditions which we have agreed and replaces any written or verbal agreements we have with you.

Data protection – By entering into this rental agreement you agree that we can process and store your personal information in connection with this agreement. We will use your information to analyse statistics, for our own market research and marketing purposes, 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 credit reference agencies, debt collectors, the police or any other relevant organisation. We can also give this information to the British Vehicle Rentals and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect its assets, as allowed under the Data Protection Act 1998.

We will not transfer your personal data to any third party unless:

- 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, congestion or similar charges.
- To insurance companies if we suspect or are notified of an incident with a third party.
- It is otherwise authorised under the Data Protection Act.

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 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 current data protection legislation.

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. Personal Journeys Motorhome Hire reserves the right to add or amend the vehicle specifications and rental charges without prior notice. This agreement does not affect your statutory rights under civil law.

Definitions

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 literature, the provisions of these Terms and Conditions apply and any other deviation from these Terms and Conditions will not be recognised.

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 responsible for the motorhome. All full names, addresses and contact phone numbers must be supplied and verified.

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

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

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 supplied equipment and any other special equipment, and any documents related to the Vehicle.

Supplied Equipment means the equipment supplied with the motorhome and includes but is not limited to: TV, DVD player and satellite, Oven, Radio/Satnav stereo, reversing equipment -rear view mirror, crockery, cutlery, cooking utensils, bedding etc

Security Deposit means the amount held as security in relation to this hire.

Overhead damage means 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.

Underneath Damage means damage sustained to the underside of the vehicle by any object, ramp, barrier, or unsuitable road or off-road surface.