

TERMS AND CONDITIONS OF BOOKING / HIRING A VEHICLE / HIRER & DRIVER CRITERIA

When using our services, you the hirer, card holder, renter, driver, user acknowledges and accepts the below terms and conditions and those that are on the Vehicle Handover/ Hire Agreement (copy available upon request) as if they were set out in full. Should you disagree, are unable to comply with our terms and conditions, please do not proceed with our services or use of our website. It is your responsibility to ensure you read and understand our terms and conditions before entering a verbal booking contract and before signing the Vehicle Handover/ Hire Agreement etc.

'We', 'us', 'our', 'Lessor', 'Lessor's' 'Hire Company' or Woody's' means - Woody's Motorhome Hire (Cumbria), Fern Pasture, Wetheral Pasture, Carlisle, Cumbria, England, UK, CA4 8HR. 'You', 'Your' 'I' 'them' 'Me' means - the hirer and the driver(s) named at the time of booking and on the Vehicle Handover/ Hire Agreement.

HIRER

The person(s) named on the Vehicle Handover/ Hire Agreement.

DRIVER

The hirer and or other person(s) named on the Vehicle Handover/ Hire Agreement or any other persons specifically approved by the 'lessor' to drive the vehicle during the duration of the agreement.

VEHICLE

The original vehicle described on your Vehicle Handover/ Hire Agreement or any replacement vehicle.

ACCESSORIES

The spare wheel, tools and any other items with which the vehicle is supplied and any replacement thereof.

TYRES

It is the hirers or any approved drivers responsibility for punctures and any damage to the steel/alloy rim, hub caps or tyres.

RENTAL/HIRE PERIOD

The rental period from the date and time stated on your Vehicle Handover/ Hire Agreement until the redelivery of the vehicle into the physical custody of the 'lessor'.

RENTAL CHARGES

The hire charge of the rental period calculated in accordance with the 'lessor's' tariff.

REFUELING

A surcharge which is added to the cost of the amount of 'top-up' fuel needed when the vehicle is returned to the 'lessor'. Calculated in accordance with the 'lessor's' tariff.

SECURITY DEPOSIT/ EXCESS AMOUNT

The sum specified as the security deposit/ excess amount. This is payable on each and every individual damage, loss, accident and insurance claim.

PERSONAL ACCIDENT, PERSONAL EFFECT, GOODS IN TRANSIT & INJURY INSURANCES

These are not covered by the 'lessor' or the vehicle's insurance. The hirer and any approved drivers and passengers must take out their own cover. Failure to do so is at your (their/hirer/driver's) own risk. The 'lessor' will not be held liable for this or any charges/losses etc. arising from this.

THE INSURANCE POLICY

The 'lessor's' policy of insurance is available for inspection on request.

IDENTIFICATION REQUIRED

All drivers must be present at the time of collection with the following identification.

- Full UK driving licence – UK licences must have a valid "licence share code" from www.gov.uk/viewdriving-licence (address & ID must be up to date)
- Passport if driving licence is old style paper licence
- Two of the following proof of address:
 - Utility bill – landline telephone, gas, electric, water
 - Bank statement
 - Credit card statement
 - Council tax invoice for the current year

Both of the above proofs of address must be dated within 90 days of the date of collection. The name and home address on licence must match both documents.

- **Main driver's debit or credit card** has to pay the security deposit (insurance excess)

FAILURE TO PROVIDE THE NECESSARY DOCUMENTS WILL RESULT IN LOSE OF FULL HIRE CHARGE

RENTAL QUOTATIONS UK Rental = Mainland UK only

Our rental quotations are only valid for 7 days.

MINIMUM CAMPERVAN HIRE

Minimum hire of motorhome is 3 nights and maximum hire is 30 days at a time. If you would like a 2-night hire, please contact us.

During July and August, there is a minimum hire of 7 nights unless otherwise agreed with Woody's Motorhome Hire (Cumbria).

UK DRIVERS AGE AND CRITERIA

You the driver(s) must be between the ages of 30 - 75 years, a regular driver with 3 years driving experience, in good health and no accidents or insurance claims within the past 3 years. (If you have had any accidents or insurance claims within the past 3 years, please notify us upon your enquiry or booking so that an insurance clearance can be carried out, to ensure we can hire to you.)

Excludes hirers and drivers who are engaged in professional gambling, sport or entertainment, hawking or general dealing, street or market trading, or modelling.

USE OF THE VEHICLE

I agree that during the rental period, I will not and will not allow the vehicle to be:

- Driven otherwise than in a cautious, prudent and normal manner
- No smoking, vaping or illegal substance use
- No candles/ tea lights/ naked flames
- Electric drop down bed, min age 6 years old and max total weight of 200kg (Woody only)
- Used in a manner which could cause damage
- Driven in a prohibited area or in an area other than the areas indicated by me to Woody's Motorhome Hire (Cumbria)
- Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law
- Left with the ignition key in the vehicle while it is unoccupied
- Left unoccupied without alarm set and vehicle locked
- Damaged by
- Submersion in water
- Contact with salt water

- Used for any illegal purpose for any race, rally or contest
- Used to tow any vehicle or trailer
- Used to carry passengers or property for hire or reward
- Used to carry more than 4 persons including driver
- Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material
- Otherwise used in breach of my obligations under this agreement.

ACCIDENTS AND INSURANCE CLAIMS - fault and non-fault

Please advise us at the time of your enquiry or booking, if any of the drivers have had any accidents or/and insurance claims, fault or non fault within the past 3 years.

Please supply the following information so that we can carry out an insurance clearance, to check we can hire to you:

- Accident or claim date
- Circumstances of the accident/claim
- Total value of accident/claim for you and the third party
- Who was at fault
- Value of personal injury claimed

Failure to notify us at the time of booking may result in us being unable to insure the driver, and if you cannot supply a suitable driver that fits our criteria on the day of collection, you will lose the non refundable booking deposit and/or the full rental charge (subject to our cancellation terms and conditions).

PENALTY POINTS / ENDORSEMENTS/ CONVICTIONS

If there are any points/endorsements/convictions on the driver's driving licence please call us prior to making any booking on 07788 426926.

If you are booking via our online system you must put a note in the 'additional information box' stating the following information:

- Offence code (two letter with two numbers)
- Date of offence
- Date of conviction
- Fine
- Ban period
- Points etc.

We will note we are aware of your points/endorsements/convictions when we confirm your booking via email. Please check your booking confirmation very carefully for this information and if you are unable to see acceptance, additional terms, deposit and charges because of your points/endorsements/convictions please call us immediately on 07788 426926. (Please Note: Most points i.e. SP30, CU80, TS10 , TT99 = more than 12+ points are on your licence for a minimum of 4 years, more serious are DR = drink driving or drug driving are on your driving licence for at least 11 years.)

Some points can stay on a driving licence for different periods, please check first by calling us.

All points/endorsements/convictions **MUST** be notified to us the 'lessor' at the time of booking so that we the 'lessor' can carry out the necessary insurance authorisation etc. Failure to disclose this important information will result in you losing your full non refundable booking deposit or/and rental charge, and your booking will be void as you/the hirer/the driver/the card holder are unable to provide a driver that complies with our driver criteria at the time of collection. (Please read our cancellation terms). We cannot be held liable or responsible for you/the driver/hirer/card holder not informing us the 'lessor' of this information.

You, the driver/hirer/card holder take full liability to ensure the driver(s) driving our vehicle(s) fits our driver criteria and requirements **at** the time of making any bookings with us the 'lessor'.

ADDITIONAL DRIVERS

An Additional driver can be insured for a charge of £25. A full driving licence and identification are required for each and every driver upon collection. No driver is allowed to drive the vehicle unless they have been added to the vehicle's insurance and have written consent from us the 'lessor' to drive the vehicle. All criteria/conditions will apply to the additional driver.

BOOKING DEPOSIT

A non refundable booking deposit of £200.00 GBP will be deducted from your nominated card supplied at the time of booking, this amount will be processed from your account immediately.

We also accept payment via Bank Transfer, please contact us for our bank details.

All payments must be made from the main driver's debit or credit card or from their bank account for security reasons. Please make sure there is enough credit available on your card. If there is not enough credit available on your card or if the card security details do not match and the deposit/payment cannot be taken, your booking will become void and cancelled immediately by us with no further liability.

The non refundable booking deposit is debited off the total rental balance.

The remaining rental balance must be paid in full 6 weeks prior to your collection date.

Any late payments will result in your booking being cancelled with no refund.

Upon collection of the vehicle a security deposit (insurance damage excess) is due using the main driver's credit or debit card.

SECURITY DEPOSIT (INSURANCE EXCESS)

Standard Security Deposit (Insurance Excess) amount in low, mid and high season - £1000.00

Festival (including special and sporting event) to be agreed prior to booking

There is a security deposit (insurance excess) required 24 hours before collection of the motorhome. This must be paid on the main drivers debit or credit card for security reasons.

The security deposit amount is processed from your card and this payment will show on your credit or debit card statement.

Woody's Motorhome Hire (Cumbria) reserves the right to increase the overall security deposit (insurance excess) for specific events, dates etc (i.e. sports fixtures, music festivals, rental periods that are over 15 days etc.) from £1000.00 to a minimum of £1500.00 (in Low, Mid and High Season (as stated on your hire agreement) and/or may be higher if a driver or drivers have any motoring points/endorsements/disqualifications/ convictions, fault and non-fault accidents/insurance claims etc.

Please note: your security deposit amount is also classed as the vehicle insurance excess which is payable on each and every individual damage, accident, insurance claim, loss etc.

The hirer/driver is liable to pay the stated insurance excess on each and every individual damage, loss, accident, road traffic accident and insurance claim. The hirer should be aware that the security deposit will be used to fund any loss or damage whatsoever to keys, tyres, wheel rims, alloys, hub caps (including punctures/blow outs/tyre damage), windscreens, mirrors, windows, overhead damage, internal damage, misuse, missing/broken equipment damage caused by reversing, width restrictions or any other damage caused by gross negligence. This means the hirer/driver shall be liable for the full cost of repairs and this must be paid on return of the vehicle unless agreed otherwise with the 'lessor'.

Please contact us for further information and driver clearance. The security deposit amount is confirmed at the time of booking.

TO MAKE A BOOKING

To place a booking please contact Woody's Motorhome Hire (Cumbria) on:

- Tel: 07788 426926
- Email: woodysmotorhomehirecumbria@gmail.com
- Request to book a vehicle online through our website. www.woodysmotorhomehirecumbria.com

When we receive your booking request, we will check availability, and if we, the vehicle and dates requested are available, we will then forward you an email with a link to pay your non refundable booking deposit (The nominated card must belong to the Main Driver).

You will receive an email confirming your booking and a booking confirmation number will be given. In the event the vehicle or dates or both are not available we will contact you via email or telephone (provided online) to discuss alternative vehicle/dates etc. (Subject to availability)

REFUND OF SECURITY DEPOSIT (Insurance Excess)

This is a refundable security deposit as long as the vehicle is returned back to our base in Carlisle on the correct date and time stated on your vehicle handover/ hire agreement.

Vehicles must be returned undamaged inside and outside, with the correct amount of fuel, with the grey waste water tank and toilet cassette emptied and with the vehicle interior, cab area, lockers and hatches in a clean and hygienic condition.

All your personal belongings must be removed and the vehicle handed over to the 'lessor's' satisfaction (as received upon collection) before you hand the vehicles keys in.

The vehicles will be checked on return for any damage (incl. hidden damage) inside and outside, and for any missing, broken items/accessories and cleanliness. Any damage will be charged.

You will be asked to sign to say you have returned the vehicle and that upon checked in any damage found, missing, broken items/accessories will be charged accordingly to these terms and conditions and those terms and conditions of your vehicle handover/ hire agreement and those on the vehicle handover agreement and as stated on our website.

Please allow time for unpacking of the vehicle in your schedule, so the vehicle is returned and keys handed in on time.

To ensure there are no discrepancies on damage, broken and missing items/accessories and cleanliness etc. on collection of the vehicle it will be 'checked out' with a member of the Woody's staff and the main driver only. It is the driver's responsibility to ensure all damage to the vehicle, missing, broken items and cleanliness etc. are noted on both copies of the vehicle handover/ hire agreement sheet (hirers and 'lessor's' copies) at the time of 'check out'. The 'lessor' will not accept any discrepancies for any damage, missing, broken items found once you have left the Carlisle base.

On 'check in' any damage to the motorhome inside and outside, missing, broken items/accessories etc. that were not noted on the both copies of the vehicle handover/ hire agreement sheet will be charged to the hirer/driver. On motorhome rentals that are returned back as stated above, in the correct order and to the 'lessor's' satisfaction will have their security deposit (insurance excess) refunded back on to the card it was processed on, 72 hours (3 working days) after the motorhome has been returned to the lessor. (Subject to opening hours where the refund will be processed the next working day). The day you return the vehicle is not counted.

Motorhomes that have damage, missing and/or broken items/accessories and/or require cleaning the refund will be delayed until the vehicle is back into the same condition as stated on your vehicle handover/ hire agreement and the repairs, parts, cleaning etc have been completed to the 'lessor's' satisfaction and the total cost has been established by the 'lessor'. Any remaining balance left from your security deposit (once the repairs, parts, cleaning etc has been debited) we will be refunded back on to the card it was processed from. Any damage, loss and/or broken items/accessories over the value of your security deposit

will be charged in accordance with our terms and conditions of your vehicle handover/ hire agreement sheet and as stated on our website.

All parts are charged at maker's list price and our minimum labour rate is £50.00 per hour or part thereof. Negligence damage and overhead damage is the responsibility of the driver/hirer, it is not covered by the vehicle's insurance.

CLEANING THE MOTORHOME

The vehicle must be returned back in a clean and hygienic condition throughout (inside), with the toilet, toilet cassette emptied, cassette and cassette area clean, waste water tank emptied, all locker areas and cab cleaned etc, ready for its next rental.

We do not ask you to clean the exterior body work of the vehicle.

Our vehicles are booked out within hours of your check-in time, so you must ensure you are back on time and allow extra time for any holds up's, traffic etc. and for unloading the vehicle, cleaning etc. We require a certain amount of time to get the vehicle checked in, inspected, cleaned ready for its next rental.

CLEANING AND VALETING CHARGES

The vehicle must be returned back in a clean, hygienic and tidy condition otherwise the following charges will apply.

If you have rented the vehicle to attend a festival, special or sporting event - our cleaning charge is £100.00.

Pets are permitted in our vehicles, if any damage has been done then the cost to repair will be taken from your security deposit.

Failure to empty the toilet cassette or empty waste water tank will incur a charge of £25.00.

PAYMENT

We prefer payment by BACS due to charges however we can accept payment by Visa Debit, Visa, Mastercard and Electron cards. We do not accept American Express, pre-paid cards or holiday travel cards.

The rental charge and the security deposit (insurance excess) are classed as two separate payments. All payments must be made by the main drivers debit/credit card for security reasons (unless agreed otherwise by the 'lessor').

CREDIT AND DEBIT CARD PAYMENT

a) Woody's Motorhome Hire (Cumbria) will accept payment by credit cards and debit cards approved by the 'lessor'.

b) When payment is paid by credit or debit card, I agree that;

i. Woody's Motorhome Hire (Cumbria) 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 me pursuant to this agreement, including but not limited to those outlined in our terms and conditions on our vehicle handover/ hire agreement, check in and out agreement sheet and on our website, rental and other charges, including charges for damage.

ii. I will not dispute my liability to Woody's Motorhome Hire (Cumbria) for any amount due under this agreement and I shall indemnify and keep indemnified Woody's Motorhome Hire (Cumbria) against any loss incurred (including legal costs) by reason of notifying my credit or debit card issuer of such dispute.

iii. Woody's Motorhome Hire (Cumbria) is authorised to process the booking deposit and remaining rental balance that is due 6 weeks prior to collection.

iv. I agree that Woody's Motorhome Hire (Cumbria) is entitled to recover payment any unpaid balances/invoice/damage and that interest may be added.

c) I acknowledge that all transactions under this agreement are conducted in GB Pounds Sterling.

CANCELLATION TERMS

All cancellations must be made to Woody's Motorhome Hire (Cumbria) in writing or via email: Woodysmotorhomehirecumbria@gmail.com

The initial booking deposit paid is non-refundable. In addition to forfeiting your booking deposit, the following charges also apply:

Please ensure you receive a cancellation confirmation back from Woody's Motorhome Hire (Cumbria) otherwise your booking is not cancelled

- 43 days (6 weeks & 1 day) or more cancellation notice – Non refundable booking deposit ☐

Between 42 days (6 weeks) – 29 days (4 weeks & 1 day) cancellation notice:

Non refundable booking deposit or 50% of the total rental charge, whichever is the greater amount
Except where the rental charge is lower than £500.00, then the total rental charge will be charged/lost.

- 28 days (4 weeks) or less cancellation notice, including failure to collect or take the vehicle or incorrect identification or unsuitable driver then:

100% of the total hire charge

Unfortunately Woody's Motorhome Hire (Cumbria) cannot postpone or transfer money from one hire to another.

AMENDMENTS TO A BOOKING

We reserve the rights to charge an administration fee of £25.00 for any changes to the original reservation details/online booking/telephone booking and for removal of rental days, removal of rental items/add-ons, re-send/re-issue of booking confirmation, email, change of vehicle, change of dates and/or times, change of driver etc.

CANCELLATION OF BOOKED RENTAL DAYS (PRIOR TO YOUR COLLECTION)

If you wish to cancel a booked rental day (maximum limit of 20% of the original number of days booked can be cancelled) prior to your collection date, the following charges will apply.

Special offers, long terms rentals over 21 days, last minute deals, rentals of 8 days or less are excluded where full rental will still be charged:

- 141 days notice prior to your collection date - an amendment fee of £25.00 to amend your date. minimum rental applies.
- Between 140 days to 85 days notice prior to your collection date - a cancellation fee of 20% of each rental day cancelled plus an amendment fee.
- Between 84 days to 43 days notice prior to your collection date - a cancellation fee of 40% of each rental day cancelled plus an amendment fee.
- Between 42 days to 29 days notice prior to your collection date - a cancellation fee of 50% of each rental day cancelled plus an amendment fee.
- Between 28 days and your collection day - 100% of each rental day cancelled.

CANCELLATION OF RENTAL AFTER YOU HAVE TAKEN THE MOTORHOME OR IF RETURNED EARLY

No refund will be given.

INSURANCE / COLLISION DAMAGE WAIVER

We do not offer or provide a Collision Damage Waiver. There are companies on the internet where you can purchase a 'motorhome insurance excess cover' to protect your security deposit/insurance excess – but this at your own discretion and expense.

The hirer is covered on our vehicle insurance unless your own vehicle insurance cover is provided for the vehicle and agreed in writing by us 'the lessor' (Woody's Motorhome Hire (Cumbria)) it is stated on your vehicle handover/ hire agreement and confirmation in writing from your insurance company. A security deposit/insurance excess/damage excess will apply and be taken upon collection.

NEGLIGENCE DAMAGE / OVERHEAD DAMAGE / MISUSE OF THE VEHICLE

This is not covered on our vehicle's insurance and will be responsibility of the hirer/driver.

'Overhead damage' meaning damage on or above the vehicle's windscreen height.

'Internal damage' meaning any item inside the vehicle including fixtures and fitting, furnishings, TV, cupboards, floor, carpet, ceiling, windows, dash board, door trims, work surfaces, upholsteries, manuals and all its accessories etc. and any other damage caused by gross negligence and/or misuses, the hirer/driver will be liable for the full cost of repair(s) and must be paid on return of the vehicle, unless agreed otherwise in writing with the 'lessor'.

An awning is fitted to the vehicle, this is not for use by hirers.

The hirer should be aware that the security deposit will be used to fund any loss or damage whatsoever to equipment, fixtures and fittings, windows, tyres or damage to the vehicle inside and out.

DAMAGE TO ACCESSORIES

Broken & lost equipment and accessories inside and outside the motorhome, including ladders, mattresses, upholsteries, bike rack, cutlery, glasses, pots and pans, camping chairs, tables, GPS satellite navigation etc. are not covered by our vehicle's insurance.

Full cost of replacing or repairing the equipment will be down to the driver/hirer(s). Parts are charged at maker's list price and our minimum labour rate of £50.00 per hour will apply.

Any additional excess is payable to us immediately when the vehicle is returned.

Failure to make payment on-time will result in interest being added immediately on a daily basis.

REPLACEMENT OF PARTS

Parts are charged at maker's list price plus additional charges for labour, fitting and for locating the replacement part(s) etc. We **will** only fit 100% original manufactured parts from our approved suppliers.

OUR LABOUR RATE

Our minimum labour rate is charged at £50.00 per hour or part thereof.

AUTHORISED REPAIRER

Woody's Motorhome Hire (Cumbria) is the only approved repairers for our vehicles. We do not allow our vehicle's to be repaired anywhere else. In the unfortunate event the vehicle requires fixing or repair whilst on rental, the hirer/driver must obtain written authorisation from the 'lessor' (Woody's Motorhome Hire (Cumbria)) before any work or third party works are carried out. Failure to obtain consent will be at your own loss and expense and will be charged if any works are not carried out to the 'lessor's' satisfaction.

IF YOU DAMAGE THE VEHICLE WHILST ON HIRE

Should you damage in anyway or break anything, please email woodysmotorhomehirecumbria@gmail.com with a description of the damage and if possible a picture.

Please can you also call us on 07788 426926.

Failure to do so may result in you being charged for any losses incurred and the damage caused could stop the vehicle going out on it's next rental, which you would be liable for.

RESPONSIBILITY WHEN ACCIDENT OCCURS

In the event of any accident, loss or damage you the hirer/driver must-

- Notify Woody's Motorhome Hire (Cumbria) within 24 hours of the event happening (or as soon as our office opens)
- Obtain names and address of the third parties, any witnesses and report the event to the nearest police station.
- Complete Woody's Motorhome Hire (Cumbria) insurance accident report claim form upon return of the vehicle.
- Do not make any admissions of liability to other parties, settlement offer or other like offers.
- Assist the 'lessor' in handling the claim arising from any event, including providing all relevant information and attending court to give evidence.

RENTAL PERIODS

The minimum rental period is one week (7 days) in high season, but we can accommodate a 3 day hire in mid and low seasons.

If the hirer wishes to extend the rental period once they have taken the vehicle, they must inform the Woody's Motorhome Hire (Cumbria) office as soon as possible, during normal working hours.

If the vehicle is unavailable for the extra rental period that the hirer/driver wishes to extend the rental period to, then the vehicle must be returned at the correct date and time originally stated on your vehicle handover/ hire agreement.

If this is not met, penalty charges will occur, a fixed charge of £350.00 per day on top of the normal daily rental charge.

If we are able to extend the hire period that is required, then full payment must be made at the time of extension, you must not let the hire agreement expire. If you are unable to make payment before the original rental agreement ends, then the vehicle must be returned before the current hire is due to expire. If no payment can be made then no extension will be authorised.

If you return your motorhome early, no refund will be given.

AVAILABILITY

If the vehicle is not available for any reason beyond our control or if we are unable to supply an alternative motorhome, all payments will be refunded with no further liability.

It is essential that an extra Travel/Holiday Insurance etc. is taken out against any unforeseen delays, availability, breakdowns, cancellations before and during the rental period, failure to do so, is at your own risk and expense.

Contents insurance or goods in transit insurance are to be taken out by the hirer/driver as this is not included in our vehicle's insurance cover. Failure to do so is at your own risk and expense.

Unfortunately we are unable to cross hire with other companies or find an alternative replacement from other companies.

MOTORHOME SYSTEMS

Woody's Motorhome Hire (Cumbria) will carry out a full Pre-check Out Inspection (PCI) on every vehicle before the commencement of hire. The PCI involves testing every system on board the vehicle to ensure they are operating correctly. In conjunction with this the hirer will be taken on a 'check out' tour of the vehicle and shown how each system works.

Should any on-board system fail during your hire, Woody's Motorhome Hire (Cumbria) will make every effort to remedy the fault whilst you are away (but this is limited) and in some circumstances this may not be possible to resolve the fault/issue and Woody's Motorhome Hire (Cumbria) 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. Woody's Motorhome Hire (Cumbria) will not be and cannot be held responsible in the event of any damage or inconveniences caused by cold and freezing weather conditions. This is the responsibility of the hirer.

On 'check in' of the vehicle, any systems not working/not working correctly will be checked for damage, any damage caused will be charged to the hirer/driver. All faults must be reported immediately to Woody's Motorhome Hire (Cumbria), should the office be closed, a message must be left on the answer machine stating the date, time, fault, vehicle registration, your name and contact number.

VEHICLE/MOTORHOME ACCEPTANCE

a) I the hirer/driver acknowledge having received the vehicle in a clean and hygienic condition and in sound working order in accordance with the motorhome check in and check out agreement/sheet and all its accessories and any additional rental items.

b) I the hirer/driver acknowledge that Woody's Motorhome Hire (Cumbria) will not refund to me any monies if the vehicle is returned or I 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. misused, accident, weather, theft, damage or if the user(s) has caused the fault/breakdown/accident.

BREAKDOWNS

If the rental vehicle breaks down, a fault occurs or it is involved in an accident where the vehicle cannot be driven you must call the breakdown cover supplied with the vehicle first (telephone number is in glove box of the rental vehicle) then notify Woody's Motorhome Hire (Cumbria). (If the office is closed you must leave a message on the answerphone with: your name, date, time, contact number and brief description.)

All breakdowns and/or faults must be reported AND logged immediately by the breakdown supplier AND Woody's Motorhome Hire (Cumbria) or the breakdown/fault will NOT be taken into consideration and no refund given.

In the event of a vehicle breakdown/fault or an accident occurring, Woody's Motorhome Hire (Cumbria) shall stand NO liability for additional charges such as accommodation, transportation costs, flights, losses, loss of earnings, damage of any kind etc and advise you take out the necessary insurance cover against this, failure to do so is at your own risk and expense.

Minor running repairs, such as tyres, punctures, bulbs, oils and other fluids are the responsibility of the driver. It is the hirer/drivers responsibility to check daily: oil, water, tyre pressures and lights and if necessary topped up to the correct levels. Any damage arising from failure to do so will be charged to the hirer/driver.

Woody's Motorhome Hire (Cumbria) does not accept any liability for any loss of earnings, money, belongings, inconveniences etc. of any form.

The hirer is liable for breakdowns and call-outs that are classed as the hirers/drivers negligence, preventable fault including misuse of the vehicle and negligence. (For example... contaminated fuel, run down battery(s), lack or shortage of fuel, loss of key(s), lockouts and parking on soft ground etc.)

HIRING OUR MOTORHOME IN COLD AND FREEZING WEATHER/TEMPERATURES

We do not accept any liability for the vehicle and/or any of its accessories/items not working correctly or not working at all when used/rented in cold, freezing and unpredictable weather and temperatures.

RELEASE AND INDEMNITY OF LESSOR WOODY'S MOTORHOME HIRE (CUMBRIA)

a) Subject to its obligation to deliver the vehicle/motorhome or an appropriate substitute vehicle/motorhome, I release Woody's Motorhome Hire (Cumbria), its employees and agents, from any liability to me and my passengers (regardless of who is at fault) for any loss or damage incurred by me by reason of this agreement, including but not limited to:

- i. Any loss or damage caused by breakdown, mechanical defect, accident or the vehicle/motorhome being unsuitable for my purpose;
- ii. Any loss or damage to any property left in or on the vehicle/motorhome, in any service vehicle/motorhome or on any Woody's premises or recovered or handled by Woody's Motorhome Hire (Cumbria).

b) Subject to any insurance arrangements agreed with Woody's Motorhome Hire (Cumbria), I hereby indemnify and shall keep indemnified Woody's Motorhome Hire (Cumbria), its employees and agents against any claims, demands and expenses (including legal costs etc.) incurred or sustained by them or any of them by reason of my use and/or possession of the vehicle/motorhome.

FUEL CHARGES AND LEVELS

The vehicle will be 'checked out' by a member of the Woody's staff and the main driver at the time of 'check out' and the fuel level noted on the vehicle handover/hire agreement.

It is the hirer(s)/driver(s) responsibility to bring the vehicle back with the correct amount of fuel as indicated on the hire agreement. Any discrepancies on the fuel level of the vehicle must be taken up with us the 'lessor' at 'check out' and if necessary it will be amended on all copies of the hire agreement before you take the vehicle from our premises.

We will not accept any disputes on fuel level if the vehicle is taken off the premises or when the vehicle is returned.

Failure to return the vehicle with the correct amount of fuel as indicated on the vehicle handover/ hire agreement at 'check out' will incur re-fuelling charges at our own fuel rate. This must be paid immediately on the return of the vehicle.

The vehicle comes as standard with at least 1 x full gas bottle and a small bottle of toilet chemical.

CARD DEPOSIT REFUNDS

From the date the refund is processed, please allow up to a minimum of 10 working days for the refund to show on your account.

ADMINISTRATION CHARGES

Administration charges for parking charge notice (PCN), speeding tickets, tolls, or any other traffic fine(s) and offences are charged at £15.00 each item/fine. All fees and administration charges are non-refundable.

PETS

Pet are allowed in our vehicles. Please notify us at time of booking which pets you wish to take.

INSECURE LOADS, OVERLOADING AND ITEM(S) INSIDE THE VEHICLE

Shall be the responsibility of the hirer/driver.

PARKING TICKETS / CONGESTION CHARGES / FIXED PENALTIES/BUS LANES/DART CHARGE/MOTORING OFFENCES OR ANY OTHER FINE / BREAKDOWN CHARGES etc.

It is the responsibility of the hirer/driver(s) to ensure all charges including parking tickets, congestion charge, fixed penalty notices, bus lanes, tolls, dart charge etc are paid for. If the lessor' receives a

notification of fine/PCN/offence etc of any kind, an administration charge of £15.00 will apply for each letter, notification and PCN received. This is an administration fee.

Our administration fee/fees will be processed immediately from any payment card that has been given or used against your rental without prior notification to the hirer/card holder.

Should the lessor receive a fine/PCN/notification that cannot be transferred into the hirer/driver's name i.e. bus lane fines etc or/and the hirer/driver use the breakdown cover for a hirer/driver induced or preventable fault/breakdown, then the fine/charge amount as well as our administration fee/fees will be processed from any payment card that has been given or used against your rental without prior notification to the hirer/card holder. We cannot accept responsibility for errors made by a third party in relation to the administration charge on a PCN or any other offences/fine. Our administration charges are non-refundable.

LATE FINES/FAILURE TO RETURN A HIRE VEHICLE ON TIME:

If you return the motorhome after the hire agreement has expired, a late fine will be issued. Late fines/charges will depend on the motorhome hired and how late the motorhome is returned. If the motorhome is re-booked out to another client and you do not return the motorhome at the agreed date and time as stated on your hire agreement, you the hirer will be liable for any losses occurred and the rental loss if the next customer withdraws their rental booking. Any losses will then be passed on to you, the hirer/driver, where full payment must be made to us the 'lessor' in full immediately or interest will apply on a daily basis. To avoid these fines/charges, always return your hire vehicle ON TIME.

RIGHTS RESERVED

The rights are reserved to vary rates, vehicles, conditions and periods of rental at any time. We as the hire company/lessor reserve the rights to refuse a booking/hire and to terminate a hire at any time without any notification or reason and without any further liability.

During the rental period the hirer/drivers must keep the vehicle and all its accessories in their or any approved driver's possession, free from any legal process or lien and when not in use adequately protect and secure the vehicle at all times.

Failure to do so will invalidate the vehicle's insurance cover and we therefore hold the hirer/driver fully liable for the replacement of the vehicle and all its accessories etc.

YOUR DATA AND PERSONAL INFORMATION

The hirer, any driver and payment card holder agree that all information submitted, may be shared with third parties, including other hire companies and vehicle providers in the event of 'the Lessor' suffering unrecoverable loss or fraud. Such information will be used to help prevent fraud and other criminal activities.

TERMS OF USE OF OUR SERVICES, VEHICLES, WEBSITE AND ONLINE BOOKINGS SYSTEM

You use our website, services, vehicles and additional rental item(s) hired at your own risk.

You are bound by our terms and conditions above and on the vehicle handover/ hire agreement.

We are not liable for any errors that may occur, technical, pricing, deposits etc and our prices are fixed rates and we advise you to always check with our Carlisle office on 07788 426926 to ensure the pricing etc is correct before proceeding with your booking.

Failure to do so is at your own risk and you may incur additional charges. All bookings and prices etc will be checked first by us the 'lessor' before we confirm a booking.

Woody's Motorhome Hire (Cumbria) do not accept any liability for any loss of earnings, money, belongings, inconveniences, personal injury etc. of any form.

INTEREST RATES

Interest of 1.5% above Barclays Bank PLC bank rate will be charged. Interest payments are nonrefundable.

CUSTOMER PARKING

Hirer[s] may leave one car on our premises FREE of charge for the duration of their hire at their own risk. Once the rental vehicle is returned, your vehicle must be removed from our premises or charges will apply.

OFFICE OPENING HOURS

Monday - Friday 8.00 am to 8.00 pm

Saturday - 9.00 am to 8.00 pm

Sunday/Bank Holidays – by appointment only

Christmas & New Year – Closed

Our prices are inclusive of unlimited mileage, VAT, vehicle breakdown [in Mainland UK only], UK vehicle insurance and are in £GBP.

HIRERS/DRIVERS/PASSENGERS USE OUR VEHICLES/ITEMS/SERVICES ETC AT THEIR OWN RISK AND ARE LIABLE FOR THEIR OWN SAFETY/SECURITY/LOADING ETC.

THE LESSOR AND STAFF WILL NOT BE HELD LIABLE FOR ANY INJURIES/LOSS/DAMAGE ETC CAUSED OR INCURRED.

WE RECOMMEND THAT YOU DO TAKE YOUR OWN PERSONAL ACCIDENT/INJURY/LOSS/DAMAGE/HOLIDAY/INSURANCE EXCESS COVER INSURANCE ETC.

FAILURE TO DO SO IS AT YOUR OWN RISK/LOSS.

REVIEWS/NEGATIVE POSTS & COMMENTS

You (the hirer/driver etc.) hereby agree that you will not slander or write negative reviews, posts and comments about the 'lessor' Woody's Motorhome Hire (Cumbria) or its staff, unless you can prove that the lessor has failed to provide the service that is set out in these terms and conditions and the vehicle handover/ hire agreement. If the lessor has complied with these terms and conditions and those on the vehicle handover/ hire agreement and you write/post negative reviews/comments, the 'lessor' can pursue legal action against you for losses and damages etc.

PROPER LAW

You are also subject to the terms and conditions of booking and on vehicle handover/ hire agreement which shall be deemed to be included in this agreement as if the same were fully set out herein. This agreement shall be governed by the law of Great Britain in which this agreement was made between the lessor and hirer/driver, you accepted these terms and conditions the moment you started using our website and also at the time of booking and whilst under a hire agreement.