



**Sterling Motorhome Hire**

**4 Foundry Cottages**

**Cossall**

**Notts**

**NG16 2SE**

**Tel 07596219020**

**Sterlingmotorhomehire@gmail.com**

## Terms & Conditions

- This Rental Contract is made between Sterling Motorhomes and you (the Hirer), subject to these Terms.
- **Definitions**
- Within these terms and conditions the following words and expressions shall have the following meanings:
- "Booking Deposit" means 20% non refundable booking deposit payable by the hirer to secure the reservation.
- "Handover Condition Report" means the joint report undertaken by you and the Sterling motorhome hire upon booking of the Motorhome;
- "Hirer" means you, the hirer of the Motorhome. All references to "you" means the Hirer.
- "Hirer Profile" means your details to be completed by you at the time of booking;
- "Insurance" means the fully comprehensive road risk self drive hire insurance for the Motorhome to be provided through the Sterling Motorhome hire;
- "Motor Rental Agreement" means the schedule containing details of the Rental Contract
- "Owner" means the legal owner(s) of the Motorhome whose contact details will be supplied to you prior to the Pick Up Date;
- "Pick Up Date" means the date and time that the Hirer is to collect the Motorhome, the standard Pick Up Time is from 12.30pm.
- "Pick Up Location" means the place stated in the Reservation Details or subsequently supplied to the Hirer from where the Motorhome is to be collected upon the Start Date;
- "Rental Contract" means the contract for the rental of the Motorhome in accordance with and incorporating the Reservation Details and Terms;
- "Rental Damage Deposit" means the deposit of £500 payable by you prior to the pick up of the Motorhome;
- "Reservation Details" means the details of the Motorhome, its location, the hire period, the cost of hire, the number of named drivers and travel region as described on the Website and which forms part of these Terms;
- "Rental Payment" means the payment due from you to Sterling Motorhome hire for the hire of the Motorhome in accordance with the Rental Contract;
- "Rental Term" means the period commencing on the Pick Up Date and ending on the date upon which the Motorhome is returned to the Return Point, the standard return time is 12.30pm.
- "Return Date" means the date and time stated in the Motor Rental Agreement upon which the Hirer is to return the Motorhome to the Return Point;
- "Return Point" means the location stated in the Reservation Details to where the Motorhome is to be returned on the Return Date;
- "Return Report" means the joint report undertaken by you and Sterling motorhome hire upon return of the Motorhome;
- "Terms" means these terms and conditions;
- "Website" means <http://sterlingmotorhomehire.co.uk> or such website as may be used by Sterling Motorhome hire.
- **Your contract with the Sterling Motorhome Hire**
- When confirming your booking online, you will be required to confirm your acceptance of these Terms which will govern your rental of the Motorhome. Please read these Terms carefully as they are intended to be and are legally binding. If there is anything you do not understand or do not agree with, please contact Sterling Motorhome hire.
- If you decide to cancel your booking or do not arrive to collect the Motorhome on the Pick Up Date, charges may be made as are explained in these Terms.

## ○ **Term**

- The rental of the Motorhome is for the period from the Pick Up Date to the Return Date. If you fail to return the Motorhome to the Return Point on the Return Date you are in breach of these Terms and will be charged for every day or part-day after the Return Date you fail to return the Motorhome to the Return Point.
- Depending on the season, there is a minimum 4 day, hire period. The minimum hire period when travelling overseas is 7 days (one week).

## ○ **Reservations, bookings and deposit**

- To book a Motorhome you must:
  - complete the Motor Rental Agreement;
  - complete the Hirer's Profile;
  - confirm your acceptance of these Terms;
  - authorise online payment from your credit/debit card.
- Provide copies of all driver's licences
- Provide a damage deposit
- Complete and sign the Rental Agreement and Condition Report upon collection and return
- Sterling Motorhome hire will then confirm your booking by return email to the email address stated on the Hirer's Profile whereupon the Rental Contract between Sterling Motorhome hire and you is established.
- Sterling Motorhome hire shall deduct from your credit/debit card:
  - The Booking Deposit upon confirmation of the booking; and
  - the Rental Payments less the Booking Deposit 6 weeks prior to the Pick Up Date. If the booking date is less than 6 weeks prior to the Pick Up Date, the Rental Payments will be taken upon the booking date and will include the Booking Deposit
- On the Pick Up Date, a Rental Damage Deposit (pre authorisation) will be required from yourself.
- If any one, any or all of these payments is rejected or denied then the Sterling Motorhome hire shall be entitled to cancel the Rental Contract.
- Any documentation requested by Sterling Motorhome hire must be received by Sterling Motorhome hire at least four weeks prior to the Pick Up Date or, if the date of booking is less than four weeks prior to the Pick Up Date, within 4 days of the booking date. If the date of booking is less than 4 days before the Pick Up Date, you must contact Sterling Motorhome hire with regard to delivery of documents.
- In the event that Sterling Motorhome hire does not receive any documents requested at least 4 days prior to the Pick Up Date, Sterling Motorhome hire reserves the right to cancel the Rental Contract and retain all payments made.
- Fees and Payment - In the event that the Sterling Motorhome hire does not receive any payments requested at least 4 days prior to the Pick Up Date, the Sterling Motorhome hire reserves the right to cancel the Rental Contract and retain all payments made. It is the Hirer's responsibility to ensure that the Motorhome Fees, Damage Deposit and any other fees and expenses relating to the Motorhome hire (some of which may be subject to a separate agreement) are paid in full. Unless Sterling Motorhome hire agrees otherwise in writing the Fees should be paid in full within 6 weeks of the hire start date, whether directly by the Hirer, or on the Hirer's behalf by a third party (such as a relative, employer or other sponsor). The damage deposit pre authorisation is due 7 days prior to the hire start date.
- All payments made through this Online Payment Facility must be made in Pounds Sterling . Any currency conversion costs or other charges incurred in making the payment or in processing a refund shall be borne by the Hirer or the third party making payment, and shall not be deductible from the Fees due to the Sterling Motorhome hire.
- Please read these terms carefully before using the online payments facility. Using the online payments facility on this website indicates that you accept these terms. If you do not accept these terms do not use this facility.
- We may also want to consider to asking for a landline telephone number for the card holder so that they may be called to confirm they agree to the payment/pre authorisation being taken.

## ○ **Your responsibilities**

- You must complete and sign a Rental Contract with Sterling Motorhome Hire at collection of the motorhome.
- You must complete a Handover Condition Report of the Motorhome with Sterling Motorhome Hire to identify the state of repair of the Motorhome and any damage prior to its pick up.
- You must look after the Motorhome and the keys to it. You must always keep the Motorhome locked securely at all times when unattended, ensuring that you use any and all security device(s) fitted to or supplied with the Motorhome. You must keep the keys about your person at all times.
- You must protect the Motorhome against any adverse weather conditions which can cause damage to the Motorhome.
- You must ensure that you use the correct fuel for the Motorhome.
- You must not sell, rent or dispose of the Motorhome or any of its parts, fixtures, fittings or items added by Sterling Motorhome Hire

- You must not grant to anyone legal rights over the Motorhome.
- You must not let anyone work on the Motorhome without Sterling Motorhome Hire permission. If Sterling Motorhome Hire does grant you permission to proceed with work, you will only receive a refund if you have a valid VAT receipt for the work and the works carried out have been authorised by Sterling Motorhome Hire.
- You must let the Owner know as soon as you become aware of any fault in or with the Motorhome.
- You must return the Motorhome to the Return Point on the Return Date. Until the Motorhome is safely returned to Sterling Motorhome Hire you will remain responsible for the Motorhome. Sterling Motorhome Hire must inspect the Motorhome before it is handed back to them so that Sterling Motorhome Hire can ensure that they are satisfied with the condition in which it has been returned.
- You are responsible for any loss or damage to the Motorhome caused by negligence, misuse or otherwise, whether or not such loss or damage was caused by you.
- You must complete a Return Report with Sterling Motorhome Hire to identify the state of repair of the Motorhome and any damage upon return. Any points as to the state of repair on which you disagree must be clearly identified. In the absence of such identification, you will be deemed to accept the content of the Return Report in its entirety.
- You will have to pay for costs of repair of any interior or exterior damage or loss to the Motorhome or its equipment.
- Before you return the Motorhome you must ensure you have not left any personal belongings in the Motorhome. Sterling Motorhome hire is not under an obligation to return any such belongings left by you.

### ○ **Towing**

- You and any other driver must not use the Motorhome for towing unless you have prior written permission from Sterling Motorhome hire.

### ○ **The Driver**

- No-one other than you and or any other driver named in the Motor Rental Agreement may drive the Motorhome.
- No-one may drive the Motorhome unless they are aged between 25 and 75 years of age inclusive during the Rental Term.
- Every driver must hold, and have held at the Pick Up Date for at least 3 consecutive years, a valid UK Driving Licence, other valid National Licence or a valid International Driving Licence.
- Every driver must have completed a Hirer's Profile before driving the Motorhome.
- You and any other driver of the Motorhome must not:
  - use the Motorhome for hire or reward;
  - use the Motorhome for any illegal purpose;
  - use the Motorhome for either racing, pacemaking, testing the Motorhome's reliability and speed and or teaching someone to drive;
  - use the Motorhome whilst under the influence of alcohol and/or drugs; or
  - drive the Motorhome outside England, Scotland and Wales, unless you have requested this in your booking request.

### ○ **Rental Damage Deposit**

- A Rental Damage Deposit of £500 is pre-authorised in advance by you for any damage or loss caused to the Motorhome or its equipment. This is not processed or removed from your card unless required for repair of the motorhome at the end of your hire.
- The condition of the Motorhome upon its return will be compared against the condition of the Motorhome upon its pick up by reference to the difference, if any, described in the Handover and Condition Report and the Return Report.
- Provided the Motorhome is returned to the Return Point on the Return Date in the same condition as at the Pick Up Date with a clean interior and there are no other extra charges, the Rental Damage Deposit will remain unauthorised and will no longer be active.
- Should the Motorhome be returned in a worse condition than at the Pick Up Date, then the pre-authorisation will be claimed and repairs, replacement or cleaning costs will be charged against the Rental Damage Deposit.
- You will also be liable for any additional charges for repairs, replacements or cleaning required as a result of the Hire if the Rental Damage Deposit is insufficient to cover the cost of these, up until the point that the motorhome is restored back to condition agreed to on the Hire Pick Up Date.
- This paragraph 8 is without prejudice to the rights of the Sterling Motorhome hire to recover from you, whether under these Terms or otherwise, any sums due in excess of the Rental Damage Deposit for damage or loss howsoever caused to the Motorhome during the Rental Term.
- The following surcharges may be charged to you after returning the motorhome. These charges will be deducted from your Rental Damage Deposit. In the event of the Rental Damage Deposit being insufficient

due to other damages/insurance claims, these charges will be taken from the credit card information supplied on your completed cardholder authority.

- - Toilet not emptied - £50, Upholstery stains - £100, Dirty interior or exterior - £50
  - Ban on smoking not adhered to - £50
  - **Motorhome repairs - The following schedule is a reference to the cost of repair and not an exhaustive list. The actual cost can be a greater or lesser amount based on the actual cost of repair.**
  - Tyre damage - £250, Wheel Damage - £250, Wheel arch damage - £495.
  - Wing mirror damage - £195, Wing mirror housing damage - £445.
  - Running light damage - £45, Damaged toilet cassette - £100.
  - Damaged interior light - £95, Table damage - £245.
  - Window crack - £495, Windscreen crack - £495, Dint less than 50 mm - £45
  - Scratch less than 100 mm long - £45, Window scratch(each) - £45
  - Scuffs less than 50 mm dia. - £45, Interior scrapes (each) - £ 45
  - Damage to front bumper - £600, Half skirt damage - £600
  - Full skirt length - £1000, Rear bumper - £1000, Bike rack - £600
  - Damage to water pump - £100
- You must pay any and all fines and costs (including court costs) incurred for parking, traffic or other offences, congestion charges (including any costs which arise if the Motorhome is clamped). You must pay to the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay any costs and reasonable administration charges incurred by the Sterling Motorhome hire in dealing with these matters.
- You are liable for any charges arising from HMRC or Immigration Authorities seizing the Motorhome, together with a loss of income charge for the full period during which Sterling Motorhome hire cannot rent out the Motorhome as a consequence.
- Interest will be added every day to any amount you do not pay on time, at the rate of 4% a year above the base lending rate of National Westminster Bank plc.
- Value added tax and all other taxes on any of the charges listed above, as appropriate.
- You must pay the Daily Rate for every day or part day for which you fail to return the Motorhome to the Return Point.
- You are liable to pay the Insurance Policy Excess of £500 per incident if costs of repairs are expected to exceed this amount.
- You are liable to pay a minimum administration charge of £50 for damage up to £500, £100 for damage up to £1000 and £200 for damage over £1000.
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- **Insurance**
- Additional drivers and European cover is an additional £5 per day
- Insurance for the Motorhome for the period from the Pick Up Date and time to the Return Date and time as stated in the Motor Rental Agreement is arranged through the Sterling Motorhome hire.
- The cost of the Insurance is included within the Rental Payment.
- Upon pick up of the Motorhome Sterling Motorhome hire will supply you with your Motor Rental Agreement as confirmation of Insurance Cover.
- Sterling Motorhome hire reserves the right to take action against you to recover the full cost of all loss, repairs and damage suffered by the Motorhome during the Rental Term which is not covered by Insurance, even if this is in excess of the Rental Damage Deposit.
- You shall be liable for the first £500 of each and any claim(s) made under the Insurance, such sums to be deducted from the Rental Damage Deposit and if insufficient paid by you within 7 days of written demand.
- The following are excluded from the Insurance cover:
  - Damage to the windscreen and windows;
  - Damage to tyres caused by braking, punctures, cuts or bursts.
  - Mechanical, electrical, electronic, computer failures, breakdowns or breakages;
  - Loss of use, wear and tear, depreciation in value of the Motorhome after a claim has been made under the Insurance policy;
  - Claims involving fraud or deception;
  - Claims resulting from "taking away" incidents where the Motorhome is taken by a member of your family, household or by someone with a close personal relationship with you;
  - Claims resulting from anyone driving the Motorhome with or without your permission who has not been included in the Hirer's Profile;
  - Theft as a result of keys remaining in the Motorhome whilst unoccupied.
- Proof of identification plus photo ID will be required prior to commencement of the hire, with drivers license and counter part or a DVLA consent code and 2 proofs of address within 3 months.

- The first 25% of the value of any claim for loss or damage following theft or attempted theft of the Motorhome by the hirer;
- Loss or damage to, or theft of, the TV, radio, stereo equipment, and aerials;
- Interior damage including burns to seats, carpets and other damage;
- Vandalism damage of any kind to the Motorhome;
- Damage or loss of personal effects within or from the Motorhome;
- Damage or loss to the awning of a vehicle;
- Theft
- You are entirely responsible for the security of the Motorhome. You must ensure that, if the Motorhome is left unattended at any time, it is securely locked and parked in a safe, well lit location. You must take every precaution to prevent loss from or theft of the Motorhome.
- Fuel, oil and gas
- A full tank of fuel is supplied with the Motorhome upon pick up of the Motorhome and you must return the Motorhome with a full tank of fuel. Any fuel shortage will be charged to you separately to the Rental Damage Deposit. You will be liable for all repair costs if the incorrect fuel type is used.
- You are responsible for the regular checking of oil and water levels and the use of the correct type of fluids during the Rental Term.
- Two gas cylinders are provided at the time of hire, at least one of which will be completely full. The cost of any refills thereafter shall be your responsibility and you shall ensure that two bottles of the same size and make as taken out are returned with the Motorhome. A charge of £25 from the Rental Damage Deposit will be made if at least one completely full gas cylinder of the same size as and make as the one taken out is not returned with the Motorhome.
- Transporting generators which require fuel can invalidate the insurance, therefore generators are not permitted.

### ○ **Mileage**

- Unlimited mileage is included with all bookings.

### ○ **Cancellations**

- All cancellations must be in writing or email addressed to Sterling Motorhome hire and are charged as follows.
- More than 6 weeks notice loss of deposit only, 4 to 6 weeks notice 50% loss of hire charge and deposit.
- 28 days or less 100% loss of total charge
- The Booking Deposit of 20% is not refundable in any circumstances.
- If the cancellation notice is received 28 days or more before but excluding the Pick Up Date, the Sterling Motorhome hire shall refund the Rental Payment less the Booking Deposit. The £1,200 Rental Damage Deposit is not charged if the hire is cancelled and provided no other sums are unpaid by way of deposit or otherwise.
- If the cancellation notice is received within the period of 28 days before and including the Pick Up Date the Sterling Motorhome hire will be entitled to the full amount of the Rental Payment. Provided no other sums are unpaid by way of deposit or otherwise the Rental Damage Deposit shall not be charged.

### ○ **Pick up and return**

- The Motorhome will be available for pick up from the Pick Up Location on the Pick Up Date and must be returned to the Return Point by appointment, at 12:30pm on the Return Date. Any delay in returning the Motorhome will result in you being charged the
- Daily Rate for each day or part thereof for which you fail to return the Motorhome to the Return Point. No refund is given for an early return of the Motorhome.
- You acknowledge upon pick up, the rental of the Motorhome and the contents as free from any defect or damage, for purpose and complete other than as specified in the Handover Condition Report. On pick up, you are advised to check the Motorhome thoroughly before departure. The breakdown or malfunction of equipment after the Motorhome has been handed over by Sterling Motorhome hire will not be accepted as reason to abort or cancel the Rental Contract; any such fault will be rectified as soon as possible. If the fault cannot be rectified within twenty four hours from the Pick Up Date, the Sterling Motorhome hire will seek to provide an alternative motorhome. The balance of the Rental Payment will be paid back to the Hirer.
- Upon return of the Motorhome Sterling Motorhome hire will check the Motorhome for damage, cleanliness, fuel, condition of the tyres, windscreen, bumpers, roof lights, mirrors, doors and internal habitation equipment and complete the Return Report jointly with you.

## ○ **Availability**

- Every effort is made to ensure that the Motorhome confirmed is available. If, due to circumstances beyond Sterling Motorhome hires control which could not reasonably have been foreseen or avoided at any point up until the Pick Up Date, the booked Motorhome is not available, the Sterling Motorhome hire reserves the right to offer a suitable alternative. This may be a motorhome of similar size or larger. If an alternative is not available to the Hirer, the Rental Payment will be refunded.
- If an alternative is not available the liability of the Sterling Motorhome hire will be limited to the refund of all monies paid to Sterling Motorhome hire by you. Sterling Motorhome hire cannot accept responsibility or pay any compensation, costs or expenses where the performance of the Rental Contract is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond either Sterling Motorhome hire reasonable control. Such loss or damage includes any delays to and or restrictions to your rental to which you may be subject.

## ○ **Suitable persons**

- The Owner reserves the right to refuse to hand over a Motorhome to any person who, in
- the reasonable opinion of Sterling Motorhome hire is not suitable to take charge of the Motorhome. In such cases of refusal, all payments made by the Hirer will be refunded in full, but Sterling Motorhome hire will not have any further liability in relation to the aborted hire, nor to the person to whom hire was refused.
- Sterling Motorhome hire reserve the right to cancel the hire if at Pick Up Date or at any time during the Rental Term it becomes apparent that any of the drivers' licence(s) are invalid or not in accordance with the Hirer's Profile. In these circumstances all payments made by the Hirer will be forfeited.

## ○ **Pets**

- Please be advised that breakdown recovery agents are not obliged to carry animals in their vehicles.
- Smoking
- Smoking is not permitted.
- Breakdown
- In the event of a breakdown or an accident, an emergency service is at your disposal.
- You are authorised to spend up to and including £50 on minor component replacements such as bulbs, hoses and belts. The cost will be refunded to you on the submission to Sterling Motorhome hire of a valid VAT receipt. You are not authorised to carry out work or request others to carry out work on faults or repairs.
- For faults and repairs over and above the £50 threshold (including damage to windscreens and tyres), in the first instance call the Sterling Motorhome hire who organise and coordinate assistance.
- Sterling Motorhome hire is not responsible for any consequential expenses or additional costs incurred by, for example, hiring alternative vehicles, late arrival, missed ferries, accommodation, travel expenses or any third party claims in connection with a breakdown or accident.
- You will bear all costs of breakdown or repair in circumstances where the incident is the result of negligence on your part, for example by running out of fuel, filling a tank with the
- wrong fuel, locking keys inside the Motorhome or losing keys.

## ○ **Accident**

- No responsibility is or can be accepted by Sterling Motorhome hire for any loss or damage or expense which occurs as a result of any accident
- If you have been involved in an accident you must not admit responsibility. You should obtain the names and addresses of all involved, including witnesses. You should also make the Motorhome secure, contact the police immediately if anyone is injured or if there is any disagreement regarding who is responsible. You must also contact Sterling Motorhome hire as soon as possible.
- It will also be necessary for you to prepare an accident report and send copies to both Sterling Motorhome hire.

## ○ **Disclosure of Information**

- If you break the Rental Contract, we will make available the information you have provided to us to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisations. We are also entitled to pass this information on to the British Vehicle Rental and Leasing Association (BVRLA), who in turn can pass it on to any of its members for any purpose stated in the Data Protection Act 1998.
- Ending the Rental Contract

**The Sterling Motorhome hire is entitled unilaterally to terminate immediately the Rental Contract by notice in writing to you if:**

- any of these Terms are breached by you;
- If you fail to remedy any breach having been requested to do so by Sterling Motorhome hire.

- You are made bankrupt
- If the Sterling Motorhome hire ends the Rental Contract it will not affect the Sterling Motorhome hire's right to receive any money owed under the Rental Contract, including under these these terms or if you fail to return the Motorhome upon the Return Date, Sterling Motorhome hire is entitled to repossess the Motorhome and charge you for doing so.
  
- **General**
- These Terms, Rental Schedule and the Reservation Details set out the entire agreement relating to the rental of the Motorhome. You confirm that in entering into the Rental Contract you have not relied upon any representation of either the Sterling Motorhome hire or the Owner not set out in these Terms.
- These Terms are not intended to nor do they confer any right or entitlement on any third party whether under the Contract (Rights of Third Parties) Act 1999 or otherwise.