

# C&M Auto Services Ltd Motorhome Hire Rental agreement



## General

- You will be required to return the vehicle in the same state of cleanliness as when you picked it up (\*\*Inside only\*\*). If you require C&M Motorhome Hire to clean the Motorhome on return, please advise us 4 weeks prior to the Hire date so we can arrange a cleaner. The cleaning charge is £100.00.
- UK Breakdown Cover Included.
- European Breakdown Cover **From £10.00 per day.**
- The Motorhomes are fitted with a Tracker locate device.
- The Motorhomes are fitted with a forward facing camera.  
The camera starts recording immediately upon ignition, this device **should never be turned off**. The device automatically records sound upon ignition, this can be turned off by pressing the left side of the device and the voice recognition will alert you that the sound is now switched off, (this must be done at the start of each journey if you wish the sound to remain off).

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### Hire rates quoted include:

VAT (20%)  
Unlimited miles (where applicable)  
UK standard vehicle insurance\*  
UK Standard equipment & breakdown\*\*

\*Insurance loading. In some cases, C&M Auto services Ltd Motorhome Hire will incur additional charges if the driver to be insured has a traffic conviction, or is in an occupation which is deemed high risk. These charges will be passed onto the customer.

**Please note: If you have any serious convictions within the last 11 years, 6 or more penalty points, or any concerns regarding points on your licence, please contact us before hire.**

\*\* C&M Auto services Ltd Motorhome Hire will supply full breakdown cover to cover any mechanical faults to the base chassis of the motorhome. Any call out charges necessitated by the client through operator error, e.g. a flat vehicle battery will be the responsibility of the client.

### 1. Definitions

a. 'I', 'me' and 'my' refers jointly and severally to the person or persons who are the customers.' 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 C&M Auto services Ltd Motorhome Hire literature, the provisions of these Terms and Conditions apply.

b. 'Customer' means the person or persons nominated as the hirer on the Rental Agreement and any person whose debit / credit card is presented in payment of the customer's charges.

'Living Equipment' includes but is not limited to DVD player, CD player, crockery, cutlery and cooking utensils.'

d. 'Rental Period' means the hire period referred to on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control.

e. 'Vehicle' means the vehicle as described on the Rental Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the Vehicle and any replacement or substitute Vehicle which may be provided at the discretion of C&M Auto services Ltd Motorhome Hire.

## 2. Eligibility & Licences

I acknowledge that:

- a. Drivers must be between 25 to 75 years of age, of good health and have held a full valid driving licence for more than 2 years.
- b. Production of a valid standard driver's licence is required from all drivers at the start of the hire.
- c. Drivers are personally liable for all legal penalties (e.g.: parking tickets) which are incurred during the period of hire.
- d. Details of additional drivers are required as above.
- e. There is a maximum of 3 drivers per rental.
- f. All Drivers must provide 2 separate forms of identification. A photo licence and utility bill. If licence has no photo, then a passport is required. All non UK licence holders must supply passport on collection.
- g. All licenses' will be checked via DVLA for endorsements. A code will need to be generated from the DVLA site to allow us to check. This will be requested up to 4 weeks prior to the rental date.

**Please note: If you have any serious convictions within the last 11 years, 6 or more penalty points, or any concerns regarding points on your licence, please contact us before hire.**

## 3. Charges

a. I agree to pay:

- All rental charges.
- The security deposit.
- **The cleaning fee of £100.00 if the Vehicle is not returned with the interior in a clean condition. (same state of cleanliness as when you picked it up)**
- **The nominated additional fee of £100.00 if the toilet is not emptied or cassette housing area not cleaned prior to the return of the Vehicle.**
- The cost to refill the fuel tank at 25% + VAT above current forecourt prices.
- The nominated cancellation fee in the event of cancellation of this agreement prior to the collection of the Vehicle.
- **Any amounts due in respect to damage to the Vehicle and all interior damages or to property of a third party.**
- All other additional charges as they are incurred, including but not limited to, government fees and duties, parking and traffic infringement penalties, road toll fines, London congestion charges, and associated administration costs.
- Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by C&M Auto services Ltd Motorhome Hire as a result of any breach by me of the terms of this Agreement.
- **An additional charge of £50.00 per hour for all late returns.**
- **The cost to recover a Vehicle which has become bogged.**
- **£500.00 cleaning fee if anyone smokes in the vehicle.**

b. I acknowledge that:

- **Booking Deposit** - A reservation is only binding after it has been confirmed by C&M Auto services Ltd Motorhome Hire and a booking deposit of £200.00 per week of hire has been received. Once the reservation is confirmed, an invoice will be issued by email with the date for the remaining balance to be paid by.
- **Remaining Balance** - Settlement of the remaining balance will be due six weeks prior to departure. For late bookings (less than six weeks before departure) the full rental price is payable on booking. C&M Auto services Ltd Motorhome Hire reserves the right to cancel the booking if payment is not received six weeks prior to departure.
- **Security Deposit** - There is a refundable £500.00 Security Deposit payable by debit card only. The amount will be debited from my account immediately on collection of the vehicle. This £500.00 Security Deposit is refundable within 7 working days of the return of the vehicle to the agreed location, on the agreed date and time, in the same condition as it was let out to me. I irrevocably authorise C&M Auto services Ltd Motorhome Hire to deduct from the Security Deposit any amounts due by me should the conditions set out **herein** not be met (see section 3a). C&M Auto services Ltd Motorhome Hire reserves the right to increase the security deposit for specific events (e.g. sports fixtures, music festivals, etc.) to £1000.00.
- **Cancellation charges**
  - More than 6 weeks before: booking deposit will be retained
  - 6 weeks - 2 weeks: 50% of total hire charge will be retained
  - 2 weeks - No Show: 100% of total hire charge will be retained

#### 4. Payment

- a. Payment is by debit card. Vehicles will not be released without full payment being completed.
- b. C&M Auto services ltd Motorhome Hire is irrevocably authorised to complete any documentation and to take any other action to recover from my debit card issuer all amounts due by me pursuant to this Agreement.
- c. I will not dispute my liability to C&M Auto services ltd Motorhome Hire for any amount due under this agreement and I shall indemnify and keep indemnified C&M Auto services ltd Motorhome Hire against any loss incurred (including legal costs) by reason of notifying my debit card issuer of such dispute.
- d. I acknowledge that all transactions under this agreement are conducted in Pounds Sterling. Where applicable and due to exchange rate fluctuations, there could be some variance between the amount initially debited against my debit card and the amount refunded after the expiration of the rental period. I release C&M Auto services ltd Motorhome Hire from any liability for such variation.
- e. All charges and expenses payable by me under this Agreement are due on demand by C&M Auto services ltd Motorhome Hire. If I do not pay all charges when due, I agree to pay a late charge of 1.5% per month on the outstanding balance and any collection costs incurred by C&M Auto services ltd Motorhome Hire, including reasonable legal fees.
- f. When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this Agreement.
- g. Total charges as set out on the Rental Agreement are not final. I will pay any shortfall in charges to C&M Auto services ltd Motorhome Hire and I will receive a refund for any overcharge acknowledged by C&M Auto services ltd Motorhome Hire.

#### 5. Collection and Return

C&M Auto Services Ltd, Unit 10 Rose Avenue, York Business Park, Nether Poppleton York, YO26 6RU (or if easier South Duffield near Selby, address on request) The normal office opening hours are Monday to Friday 08:00-18:30, Saturday 08:30-14:00 and Sunday by Appointment only.

Vehicle collections are normally from 14:00 and returns are between 08:30-10:30.

a. I agree to:

Set aside 1 hour for the hand-over at C&M Auto services ltd Motorhome Hire to allow the staff to complete the documentation and demonstrate the vehicle to me.

Return the Vehicle on the date and time stated, on the rental agreement. Unless otherwise agreed this time is between 08:30-10:30. If I am late returning, I understand that C&M Auto services ltd Motorhome Hire must be advised immediately. Failure to advise C&M Auto services ltd Motorhome Hire may result in prosecution for driving whilst uninsured.

b. I acknowledge that:

- Having received the Vehicle in a clean condition, in sound working order, in accordance with the Departure Checklist and with a full fuel tank and the toilet empty I will return the vehicle in the same condition, otherwise a charge will be made of £100.00
- C&M Auto services ltd Motorhome Hire will not refund to me any monies, nor have any obligation to provide a replacement vehicle, if the Vehicle is returned or I cease to have the use of the Vehicle prior to the return date for any reason e.g. accident, weather or theft.

#### 6. Use of the Vehicle

a. I acknowledge that:

- C&M Auto services ltd Motorhome Hire reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.
- Each person is to use the safety restraints provided at all times whilst the vehicle is in motion.
- I will not allow any animals to be carried in the Vehicle, unless otherwise agreed with C&M Auto services ltd Motorhome Hire. I will also not allow any pets on the soft furnishings without my own covers on first as this will result in further cleaning charges.
- I agree that during the rental period, I shall not make any alterations or additions to the Vehicle without the prior written consent of C&M Auto services ltd Motorhome Hire.
- NO SMOKING ALLOWED **£500.00 cleaning fee will be applied.**

b. I will not allow the Vehicle to be:

- Used for any illegal purpose, for any rally, race or contest.
- Used to tow any vehicle or trailer.
- Used to carry passengers or property for hire or reward.
- Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in the agreement.

**b. I will not allow the Vehicle to be:** (continued)

- Used to carry volatile liquids, gases (other than Gas Bottles already fitted) explosives or other corrosive or inflammable material.
- Otherwise used in breach of my obligations under this Agreement.
- Driven otherwise than in a cautious, prudent and normal manner.
- 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 C&M Auto services ltd Motorhome Hire.
- Driven on roads that are not sealed / bitumen roads.
- 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 closing the blinds/curtains for added security.
- Driven by persons:
  - Under the age of 25 years; or
  - Who are not authorised by law or C&M Auto services ltd Motorhome Hire to drive the Vehicle.
- Damaged by:
  - Submersion in water.
  - Contact with Salt Water.

**7. Maintenance**

a. I shall take all reasonable steps to properly maintain the Vehicle, including oil checks, water and batteries.

b. I acknowledge that C&M Auto services ltd Motorhome Hire will reimburse me for expenditure up to £40.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle (not including the water system, refrigerator, heating, audio and TV/DVD equipment) provided that:

- I produce relevant receipts.
- I have received the prior consent of C&M Auto services ltd Motorhome Hire.
- The damage is not due to my fault or my breach of this Agreement.

c. Subject to the terms of this agreement, I will pay for the cost of repairing or replacing tyres damaged during the Rental Period PROVIDED THAT C&M Auto services ltd Motorhome Hire will reimburse me for expenditure reasonably incurred if;

- I produce relevant receipts.
- The tyre is defective and is returned by me to C&M Auto services ltd Motorhome Hire for inspection.
- The manufacturer accepts liability under his warranty.

d. I will be liable for any costs associated with the incorrect use of fuel. **All C&M Auto services ltd Motorhome Hire run on DIESEL.**

**8. Responsibility if an accident occurs**

a. In the event of an accident, loss or damage arising out of the use of the vehicle, I will:

- Notify C&M Auto services ltd Motorhome Hire within 12hrs of the happening of the event.
- Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station.
- Complete a European accident report form as supplied (when in Europe).
- Not make any admission of liability to other parties, settlement offer or other like offer.
- Assist C&M Auto services ltd Motorhome Hire in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.

b. I acknowledge that the excess or other amount due by me in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period.

- C&M Auto Services Ltd, Unit 10 Rose Avenue, York Business Park, Nether Poppleton York, YO26 6RU
  - 01904 796718 – (07801 255402) – (07539 176023) – 01757 630683

## 9. Insurance Cover

I am aware that;

- a. The Vehicle is insured for damage to the Vehicle and the property of a third party.
- b. I will have to pay an excess for any damage. The insurance excess is £500.00
- c. I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this Agreement.

## IS DEEMED AS NEGLIGENT.

### 10. Negligence

I am aware that;

- a. I am responsible for any damage above cab height as this is deemed as negligence.
- b. I am responsible for any damage howsoever caused to the awning.
- c. Any damage howsoever caused to the inside of the motorhome.
- d. I am responsible for the rectification of frozen pipe work.

### 11. Change of Vehicle

C&M Auto services Ltd Motorhome Hire reserves the right, at its absolute discretion, to substitute a comparable or superior Vehicle for the Vehicle. In that event, I shall not be liable for any increased rental or other charges save for any addition running costs pertaining to the substitute vehicle. Such substitution shall not entitle me to any refund and does not constitute a breach of this Agreement.

### 12. Terminating the Agreement

I acknowledge that C&M Auto services Ltd Motorhome Hire may terminate this Agreement and repossess the Vehicle at any time, without notification to me, and that I will pay the reasonable costs of repossessing the Vehicle, including towing charges if;

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

### 13. Release and Indemnity of C&M Auto services Ltd Motorhome Hire

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

- Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose;
- Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any C&M Auto services Ltd Motorhome Hire premises or recovered or handled by C&M Auto services Ltd Motorhome Hire.

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

### 14. Title to Vehicle

I acknowledge that C&M Auto Services Ltd retains title to the Vehicle and that I possess the goods as a mere Bailee only. I do not have any right to pledge C&M Auto services Ltd Motorhome Hire credit in connection with the Vehicle and agree not to do so. I shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

### 15. Changes

Any changes to this agreement must be in writing and must be signed on behalf of C&M Auto services Ltd Motorhome Hire and by me.

**16. Proper Law**

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

**17. 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. C&M Auto services ltd Motorhome Hire reserves the right to add or amend any rental charges without prior notice.

**18. My Warranties**

I warrant that all information supplied by me to C&M Auto services ltd Motorhome Hire in connection with this agreement is true.

I the hirer- accept the terms and conditions herein;

**Name of Driver/ Hirer –**

**Address of Hirer –**

**Contact Numbers -**

Signature..... Name..... Date.....

C&M Auto Services Ltd - Motorhome Hire – Handover of .....

Name:

Signature..... Name..... Date.....