



FRUU Motorhome Hire
Terms & Conditions
Revised 16 Nov 2017

When you hire a Motorhome from FRUU you will be required to read and sign the rental agreement which lists total charges and conditions of rental, and is your contract with FRUU.

Please read this agreement carefully, if there is anything you do not agree with or understand please ask for assistance from a member of staff at this office.

HIRE AGREEMENT – Sited Motorhome

The contract is with Andrew Fearn Trading as FRUU

When you sign the “Hirer’s Liability and Declaration” you agree to the terms and conditions listed below:

Rental period

You have agreed to rent the vehicle sited on the campsite indicated and from the time and date shown in the hire agreement, and agreed to vacate the vehicle at the specified time and date in the hire contract. The period may only be extended if agreed in writing with us. If you do not vacate the vehicle on time you are breaking the conditions of this agreement. We can charge you for every hour you have the vehicle after you should have returned it to us (£20 per hour minimum). If you move the vehicle, we have the right to treat the vehicle as stolen and inform the Police.

Cancellation

You can cancel your booking anytime up to 48 hours prior to the booked date and get a refund, less an administration fee of £20.

No refund will be given if you cancel within 48 hours of the booked date.

Whilst every effort will be made to supply a motorhome for your booked time, we will not be obliged to provide a vehicle if, for whatever reason outside of our control, a motorhome becomes unavailable. This includes the need for us to remove/protect it from bad weather. In this event we will deem the booking cancelled and give a full refund of rental fee.

Your responsibilities

- 1. You must look after the vehicle and the keys.**
- 2. TURN OFF THE MAIN GAS SUPPLY WHEN LEAVING THE VEHICLE UNATTENDED**
- 3. You agree to the Campsite's own Rules, Terms & Conditions**
- 4. You must always lock the vehicle when you are not using it and use any security device fitted or supplied with the vehicle.**

Should you lose or damage the keys, or any of the locks, you will be responsible for the cost of replacing both door and ignition locks and two (2) sets of keys.

You must always protect the vehicle against bad weather (i.e. Storms or flood), which can cause damage. If you have any concerns about potential damage to the motorhome, please call Andy on

07772481067.

You must always use the correct fuel. If you refill the vehicle with the wrong fuel, contact us immediately and do not drive it. You will be liable for all costs incurred in having the fuel system cleaned and of rectifying any resultant damage to the vehicle.

1. You are responsible for any damage to the vehicle caused by miss-use.
2. You must not sell, rent, loan or dispose of the vehicle or any part of it.
3. You must not give anyone any legal rights to the vehicle.
4. You must not let anyone work on the vehicle without our recorded permission, if we do not give you permission we will only give you a refund if we can validate the work and you can produce a vat receipt for the work carried out.
5. You must let us know as soon as you are aware of a defect to the vehicle not only to minimise any breakdowns, but for your own safety.
6. If the vehicle is hired for an extended period and the service interval is reached, you must inform our office, so that arrangements can be made to have the vehicle serviced. You must return the vehicle back to our office during opening hours. One of our staff must inspect the vehicle to check its condition, fuel and mileage. Where we have agreed that you return the vehicle outside of our normal business hours, you will remain responsible for the vehicle and its condition, until a member of our staff inspects it.

On the return of the vehicle you will have to pay if:

1. It is excessively dirty and requires more than a standard pre hire clean.
2. You have wilfully damaged the inside or outside of the vehicle.
3. You have damaged, lost parts, or incorrectly fuelled the vehicle.
4. The fuel level is below the fuel at start level.
5. You have allowed the vehicle to overheat and damaged the engine through neglect.
6. You have allowed the vehicle to run low of Fuel, LPG, Oil, Water and consequently caused damage to the vehicle.
7. There is damage to glass, wheels or tyres (including punctures).
8. The total mileage exceeds the mileage allowance. Excess miles will be charged at our current rate.
9. The above charges are over and above any deposit paid, which is held as security, and are not covered by insurances.
10. You must check prior to handing the vehicle back to us, that you have not left any personal belongings in the vehicle.

Our Responsibilities

We will maintain the vehicle to at least the manufacturer's standard. We undertake that the vehicle is roadworthy and suitable for renting at the start of the rental period.

We do not accept any responsibility for any personal expenses incurred, or loss of hire by any breakdown or accident, but we will act with all due haste to assist either in the repair of the vehicle or in association with our nominated breakdown service.

We are not responsible for any indirect or unforeseeable losses or damage, **we recommend that you arrange your own insurance if required for such losses.**

The limit of all liability to FRUU or Andrew Fearn extends to a refund of an amount not exceeding any monies paid to FRUU by the Hirer.

Property

We are only responsible for property in the vehicle if the loss or damage is a result of our negligence.

Conditions for driving the Vehicle

1. The vehicle must only be driven by a person named in the Vehicle Insurance Document or by anyone we authorise in writing.
2. Anyone driving the vehicle must have held a full valid driving licence for two (2) years, with the correct vehicle entitlement for the type of vehicle driven, and not prohibited by law from holding or obtaining such a licence.
3. This Motorhome requires a C1 entitlement.
4. All drivers must be over 25 years of age, with a minimum of two years driving experience and a maximum of three (3) points.
5. Drivers must have a valid driving licence check code from the DVLA website (www.viewdrivingrecord.service.gov.uk/driving-record/licence-number).
6. Two other forms of valid identification are required for you and each Named Driver which may be a bank statement, credit card statement or utility bill (which is no more than three (3) months old) and sets out the current address of the relevant driver. The address must match that of the driving licence.
7. Any authorised driver must not do any of the following:
 - Carry passengers for hire or reward.
 - Use the vehicle for any illegal purpose.
 - Use the vehicle for racing, pace making, testing the vehicle reliability and speed or teaching someone to drive.
 - Drive the vehicle under the influence of alcohol or drugs.
 - Carry a number of people in excess of the recommended number, or baggage or overload the vehicle, or in the case of a commercial vehicle a payload which exceeds the maximum payload or axle plated payload.
 - Drive the vehicle outside England, Scotland, Northern Ireland and Wales, unless we have given written permission and the appropriate charges made.

Charges

1. The rental as per the hourly, daily or weekly rate.
2. Additional Insurances charges.
3. A refundable Deposit of £500 may at our discretion need to be pre-authorized on a valid Credit Card.
4. On demand all fines and court costs for parking, traffic, speeding or other offences (including any costs which arise if the vehicle is clamped or impounded). You must pay the appropriate authority any fines or costs. If you do not, you will be responsible to pay our reasonable administration charges, which arise when we deal with these matters.
On demand any loss of income charge. We will charge you this if we cannot rent out the vehicle because it needs to be repaired, or if it is a write-off.
5. On demand, any charges made by the Customs and Excise as a result of seizure of the vehicle by them, together with any loss of income charge whilst the vehicle is unavailable

for hire.

6. Any delivery and collection charges necessary.
7. Interest which we will add daily to any amount, which you do not pay on time, at the rate of 4% over Barclays Bank Rate.
8. The above charges are over and above any £500 refundable deposit, which may have been taken and held as security, and are not covered by insurances.

Insurances

Covers you and the vehicle for road risks, but does not cover any contents or goods carried within the vehicle.

You are responsible for all glass damage, tyres (including punctures), and incorrect fuelling which are not covered by our insurances.

You are responsible for our £500 insurance excess in the event of a claim, which you will have agreed to and signed for on the hire agreement. This will be need paying on a valid credit card.

What to do if you have an Accident

If you have an accident/incident you must not admit responsibility. You should take the name and addresses of everyone involved, including witnesses.

Immediately contact any EMERGENCY SERVICES if REQUIRED on 999 or 112

Immediately contact FRUU on 07772 481067

And follow any instructions given. You should make the vehicle safe and tell the Police immediately if anyone is injured, or there is a disagreement over who is responsible. You must complete the Incident Report Form (supplied with the vehicle) immediately.

On return to our office hand in the form and complete any further paperwork as requested. If you have a camera please take photographs of the scene and third parties.

Our Breakdown services will arrange recovery back to our office. This may be a chargeable item.

Ending of this Agreement

If you are a consumer we will end this agreement straight away 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 the agreement it will not affect our right to receive any monies we are owed under this agreement and we can also claim extra costs from you if you do not meet any of the conditions of this agreement. We can repossess the vehicle and charge you if we do so.

Governing Law

The law of England governs this agreement; in certain cases we reserve the right to appoint an arbitrator.

Hirer's Liability and Declaration

I (the hirer), agree that while the rental agreement is in force, I (the hirer), will be liable as owner of the vehicle or any replacement vehicle, for the parking, speeding, or other Fixed Penalty Offences or other charges for the vehicle under Section 66 of the Road Traffic Act 1988 and Schedule 1 to the Road Traffic Regulations 1975 as or amended, replaced or extended by any subsequent legislation or orders.

I declare that I have read this Rental Agreement and understand that I will be responsible for all repairs/replacements up to a maximum of £500 if I am involved in any accident or incident, involving damage or loss to the vehicle, or any third parties, and are bound, by law, to disclose any accidents to FRUU on return of the vehicle.

I (the hirer), confirm that if I pay by credit or debit card, my signature is authority to take the total amount owed.

I agree to abide by the rules of the campsite & not to move the vehicle from the following campsite:
Shardlow Marina & Caravan Park

Signature of Hirer

Name of Hirer

Date



Company Name – **Andrew Fearn Trading as FRUU**

Company Address – **Manor Farm House, London Road, Shardlow, Derby DE72 2GR**

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