

Freedom Adventure Motorhomes Terms & Conditions, 2020

Hire rates quoted include:

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

*Insurance loading. In some cases, Freedom Adventure Motorhomes Ltd 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

** Freedom Adventure Motorhomes Ltd 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 Freedom Adventure Motorhomes Ltd 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 credit/debit card, Bank transfer or paypal is presented in payment of the customer's charges.

c. 'Living Equipment' includes but is not limited to TV/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 Freedom Adventure Motorhomes Ltd.

2. Eligibility & Licences

I acknowledge that:

- a. Drivers must be between 25 to 70 years of age, of good health and have held a full valid driving licence for more than 2 years.
- b. Drivers of the Explorer V1 are only required to have a category B licence.
- c. Production of a valid standard driver's licence is required from all drivers at the start of the hire.
- d. Drivers are personally liable for all legal penalties, parking tickets etc which are incurred during the hire period.
- e. Details of additional drivers are required as above.
- f. There is a maximum of 3 drivers per rental.
- g. All Drivers must provide 2 separate forms of identification. A photo licence and utility bill. If a licence has no photo, then a passport is required. All non-UK licence holders must supply passport on collection.
- h. All UK license's will be checked via DVLA for endorsements. A code will need to be generated by the customer from the DVLA website to allow us to check.

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 Freedom Adventure Motorhomes Ltd:

- All rental charges.
- The nominated cleaning fee of £50.00 if the Vehicle is not returned with the interior in a clean condition.
- The nominated additional fee of £25.00 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 plus a one off £25 admin charge above current forecourt prices.
- The set cost for failure to refill the LPG gas is £20
- Any amounts due in respect to damage to the Vehicle 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 Freedom Adventure Motorhomes Ltd as a result of any breach by me of the terms of this Agreement.
- The nightly rental rate for the period the Vehicle is off fleet for accident repairs (demurrage).
- An additional charge of £50.00 per hour for all late returns.
- The cost to recover a Vehicle which has become bogged.

- **b. I acknowledge that:**

- **Booking Deposit** - A reservation is only binding after it has been confirmed by Freedom Adventure Motorhomes Ltd and a booking deposit of 20% of hire has been received. Once the reservation is confirmed, the terms & conditions will be issued by email and must be returned within 7 days.
- **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. Freedom Adventure Motorhomes Ltd reserves the right to cancel the booking if payment is not received six weeks prior to departure.

• **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

- Payment is by Bank transfer, credit card, debit card or PayPal. Vehicles will not be released without full payment being completed.
- Freedom Adventure Motorhomes Ltd is irrevocably authorised to complete any documentation and to take any other action to recover from my credit card issuer all amounts due by me pursuant to this Agreement.
- I will not dispute my liability to Freedom Adventure Motorhomes Ltd for any amount due under this agreement and I shall indemnify and keep indemnified Freedom Adventure Motorhomes Ltd against any loss incurred (including legal costs) by reason of notifying my credit card issuer of such dispute.
- 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/ credit card and the amount refunded after the expiration of the rental period. I release Freedom Adventure Motorhomes Ltd from any liability for such variation.
- All charges and expenses payable by me under this Agreement are due on demand by Freedom Adventure Motorhomes Ltd. I also agree to pay reasonable legal fees.
- 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.
- Total charges as set out on the Rental Agreement are not final. I will pay any shortfall in charges to Freedom Adventure Motorhomes Ltd and I will receive a refund for any overcharge acknowledged by Freedom Adventure Motorhomes Ltd.

5. Collection and Return

Freedom Adventure Motorhomes Ltd is located at St. Eloi House, St. Eloi Avenue, Baildon, West Yorkshire BD17 5NX.

Please telephone 07814 005847 before collection or return as it's appointment only.

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

- a. I agree to:
 - Set aside 1 hour for the hand-over at Freedom Adventure Motorhomes Ltd 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 08:00-10:00. If I am late returning, I understand that Freedom Adventure Motorhomes Ltd must be advised immediately. Failure to advise Freedom Adventure Motorhomes Ltd 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.
 - Freedom Adventure Motorhomes Ltd 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

- I acknowledge that:

- Freedom Adventure Motorhomes Ltd 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 always to use the safety restraints provided whilst the vehicle is in motion.
- I will not allow any animals to be carried in the Vehicle, unless otherwise agreed with Freedom Adventure Motorhomes Ltd. I will also not allow any pets on the soft furnishings as this will result in a further cleaning charge.

I agree that during the rental period, I shall not make any alterations or additions to the Vehicle without the prior written consent of Freedom Adventure Motorhomes Ltd

- 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 in the Vehicle manual
 - Used to carry volatile liquids, gases, 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 any area other than the areas indicated by me to Freedom Adventure Motorhomes Ltd.
 - 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 Abacus to drive the Vehicle.
 - Damaged by:
 - Submersion in water or contact with Salt Water

7. Maintenance

- I shall take all reasonable steps to properly maintain the Vehicle, including oil checks, water and batteries.
- I acknowledge that Freedom Adventure Motorhomes Ltd 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 Freedom Adventure Motorhomes Ltd.
 - The damage is not due to my fault or my breach of this Agreement.
- 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 Freedom Adventure Motorhomes Ltd will reimburse me for expenditure reasonably incurred if;
 - I produce relevant receipts.
 - The tyre is defective and is returned by me to Freedom Adventure Motorhomes Ltd for inspection.
 - The manufacturer accepts liability under their warranty.
- I will be liable for any costs associated with the incorrect use of fuel. **All Freedom Adventure Motorhomes Ltd run on DIESEL.**

8. Responsibility if an accident occurs

- In the event of an accident, loss or damage arising out of the use of the vehicle, I will:
 - Notify Freedom Adventure Motorhomes Ltd within 24hrs of the event happening.
 - 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 Freedom Adventure Motorhomes Ltd in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.
- 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.
- I will pay for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault.

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 £1250.00

- c. The excess may be reduced, in most circumstances, by taking out Damage Limitation Waiver (DLW).
- d. The DLW, if any, accepted by me, will be set out on the Rental Agreement.
- e. 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.

DLW reduces your insurance excess from £1250.00 to £350.00 (UK) or £1250.00 to £600.00 (abroad) for a small fee of £15.00 per day. (A minimum charge of £75.00 and a maximum charge is £255.00 applies)

NEITHER DLW NOR BASIC RENTAL INSURANCE WILL COVER ANY DAMAGE SUSTAINED OVER CAB HEIGHT (2M 6FT 6"). NEITHER WILL IT COVER DAMAGE TO AWNING, TYRES, BIKE RACKS AND WINDSCREENS AS THIS 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

Freedom Adventure Motorhomes Ltd 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 Freedom Adventure Motorhomes Ltd 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 Freedom Adventure Motorhomes Ltd reasonably believes that the Vehicle will not be returned on the agreed return date.
- e. Freedom Adventure Motorhomes Ltd 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 Freedom Adventure Motorhomes Ltd

a. Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I release Freedom Adventure Motorhomes Ltd, its Directors, 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 Freedom Adventure Motorhomes Ltd premises or recovered or handled by Freedom Adventure Motorhomes Ltd.

b. Subject to any insurance arrangements agreed with Freedom Adventure Motorhomes Ltd, I hereby indemnify and shall keep indemnified Freedom Adventure Motorhomes Ltd, 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 Freedom Adventure Motorhomes 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 Freedom Adventure Motorhomes Ltd 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 Freedom Adventure Motorhomes Ltd 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. Freedom Adventure Motorhomes Ltd reserves the right to add or amend any rental charges without prior notice.

I confirm that all
information supplied by me
to Freedom Adventure
Motorhomes Ltd in
connection with this
agreement is true.

**I confirm that I have read,
understood and accept the
above Terms & Conditions
from section 1 to section 17
inclusive.**

Signature:

Print Name:

Date:

Contact Tel No.:

Reservation Ref Dates: