

Hire Terms and Conditions

You means: The person hiring the vehicle who has made the booking and payment for hire.

Us or We means: Bourne Free Rentals Limited.

Vehicle means: The motorhome and any parts or accessories related to vehicle that we have allocated for you to hire.



1. General

These Terms and Conditions shall be incorporated into and govern this Agreement made between us and the you whose names and addresses are set out overleaf to the exclusion of all or any other terms and conditions.

Where the person signing this Agreement on behalf of Renter is not Renter, he or she represents and warrants to Owner that he or she is authorised to sign and to enter into this Agreement for and on behalf of Renter and all agreements and obligations on the part of Renter hereunder shall be deemed to be made by such person jointly and severally with Renter.

2. Hire of Vehicle

Owner agrees to let and Renter agrees to take on hire Vehicle upon and subject to the terms and conditions of this Agreement.

The period of hire shall commence on the Time and Date Out specified overleaf and shall continue (subject to earlier termination by either party or any extension in accordance with this Agreement) until the Time and Date Due Back specified overleaf.

The period of hire may not be extended without Owner's prior written consent.

3. Collection

Please collect your hire vehicle at the time stated overleaf. Arriving early does not necessarily mean we can facilitate an early check out. Please allow at least 1 hour for your collection, during which time we will demonstrate proper use of the vehicle systems and equipment.

Before we can release the vehicle to you we will need to see both parts of your driving license (unless you have an old style paper license) and take your Returnable Damage Deposit of £750. This will be returned immediately if the vehicle is returned on time, with a full inventory, full of fuel, clean with the waste water and toilet empty.

Collection Days/Times;

	3pm-5pm
Week Hires	Friday
Weekend Hires	Friday
Mid Week Hires	Monday

4. Return

It is imperative that you return the vehicle at the date and time specified in your Hire Agreement. You must contact us immediately if you are in doubt about the time of your return. If you are late and we are not informed, your insurance will expire, leaving you uninsured, liable to prosecution and wholly responsible for any costs incurred. Late returns will be surcharged at £50 per hour or part thereof. By arrangement, we can take a vehicle in at an earlier time than specified during business hours; however no refund of unused hire will be made.

You are required to return the vehicle in a clean and undamaged condition, with an empty waste water tank and empty and clean toilet. A charge of £50 will be imposed for any vehicle returned with a soiled or un-emptied toilet. On arrival back at our Depot, we will carry out a vehicle inspection and an inventory check. Please allow 1 hour for unloading the vehicle, our inspection and signoff.

Return Days/Times;

	9am-11am
Week Hires	Friday
Weekend Hires	Monday
Mid Week Hires	Friday

5. Prohibited Uses

Renter will not use Vehicle or allow Vehicle to be used for any purpose for which it is neither designed, suitable nor hired including (without limitation) the carriage of passengers and/or property for hire or reward; any unlawful, hazardous or unusual purpose; propelling or towing any other vehicle or trailer or for any similar purpose without Owner's prior written consent; racing, rallying, pace-making, reliability, speed testing or other trials, competitions of any sort or driving tuition; carrying a number of passengers and/or property which would cause Vehicle to be overloaded or would cause any applicable restriction to be exceeded; the use of Vehicle on any surface other than roads with a tarmacadam or concrete surface over which there is a right of way (public or private) for motor vehicles.

Renter will not allow Vehicle to be driven by any person who has not been approved in writing by the Owner.

Renter will not take or allow Vehicle to be taken outside the United Kingdom without Owner's prior written consent. As a pre-condition of any consent Renter must divulge their destination(s) in West Europe Only to ensure we can request the appropriate insurance cover (without limitation), an International Motor Insurance Card ("Green Card") and/or Bail bond (as the case may be) and a VE103B ("Vehicle on Hire Certificate" in place of V5 registration document) for taking the Vehicle abroad.

If Hire includes travel to any country in Western Europe our Optional Extra of AA European Breakdown Cover is a mandatory requirement.

Warning triangles, a spare bulbs kit, headlamp deflectors and fluorescent safety vests are mandatory in Western Europe and are supplied by us free of charge.

6. Driver(s)

The vehicle may only be driven by the Designated Driver (s) specified in the Hire Agreement/Insurance document. If one driver only is specified and this person is unable to drive, you must contact us to insure another driver (except for emergency or recovery services drivers). All drivers must drive the vehicle with due care for the vehicle, their passengers and other road users.

Drivers must have held a full UK or International driving license for at least two years and be aged between 25 and 70.

At the commencement of hire each driver must present their driving license (both parts of a photo card license are required) along with two proofs of identity.

7. Insurance

Renter's signature in the "Accepts" space overleaf, Renter participates as an insured under Owner's vehicle insurance policy and agrees to observe all the terms and conditions thereof.

In the case of accident or damage your liability is up to £1500 per accident or incident and you in the case of theft or write off you will also be liable for up to £1500.

Renter further agrees to protect the interests of Owner and Owner's insurance company in the case of an accident during the term of this Agreement by:

- making every endeavor to obtain names and addresses of parties involved and of witnesses;
- not admitting liability or guilt to any third party
- not abandoning Vehicle without adequate provisions for safeguarding and securing the same
- calling Owner's office by telephone using the number specified overleaf and further giving a detailed report including (without limitation) plans and drawings to Owner
- notifying the police or other proper authority immediately.

8. Offences

You are wholly responsible for any offences of any kind which may occur while the vehicle is in your care, including (but not limited to) parking tickets, congestion charges, speeding fines and road traffic violations. Any fines or charges incurred during the Hire period which arrive after return of the vehicle will be deducted from your Damage Deposit, or, if this has been returned, passed on to you.

9. Damage

Renter shall at all times during the term of this Agreement:

(a) take proper care of Vehicle and ensure Vehicle is used in a lawful and reasonable manner in all respects and in particular (without limitation).

(b) return Vehicle to Owner in the same condition as when received as evidenced by Renter's signature on Owner's "Ready to Rent Check List" relating to Vehicle (fair wear and tear only excepted) to Owner's address specified overleaf immediately upon demand by Owner (such demand not to be made without reasonable cause) subject to a refund to Renter of any sums already paid by Renter in excess of those due under the terms of this Agreement;

(c) immediately report any accident, loss or damage involving Vehicle to Owner and the police or other proper authority and at Owner's request complete Owner's accident report form without delay;

(d) immediately report any breakdown, fault or defect, reasonably requiring repair to Owner and will not, in the case of a defect or fault which makes Vehicle un-roadworthy or liable to cause damage or danger to persons or property or further damage to Vehicle, use Vehicle until such defector fault has been repaired or corrected and will take all reasonable steps to prevent or mitigate any loss or damage occurring to Vehicle;

On collection of the motorhome we will take a Damage Deposit of £750, which will be returned immediately after the return of the motorhome, provided that the vehicle is returned complete, clean and undamaged, inside and outside. On arrival back at our depot, the vehicle will be inspected. If applicable, damage or breakage charges will be deducted from your Damage Deposit.

Damage caused to tyres/wheels, wing mirrors, glass, underside of the vehicle or overhead damage (defined as over 6feet/1.85metres) or the filling up with the wrong type of fuel will be the hirer's responsibility.

Overhead damage will incur a customer liability of up to £3000.

Please take particular care when negotiating low bridges and fuel station forecourts.

(e) obtain Owner's prior consent whilst on hire before incurring repair costs in excess of £50

(f) not remove or interfere with any Vehicle parts or spares or with any identification marks or plates affixed to Vehicle;

(g) inform Owner immediately upon request of the whereabouts of Vehicle

(h) not sell, mortgage, charge, pledge, assign, underlet, lend or otherwise dispose of or part with possession of Vehicle at any time or contract so to do or otherwise deal with Vehicle in any manner inconsistent with Owner's rights

(i) maintain all oil and fluid levels and tyre pressures in accordance with the manufacturer's recommendations;

(j) at Owner's request assist Owner in enforcing any rights or remedies Owner may have against third parties in respect of any loss or damage to or in connection with Vehicle arising during the term of this Agreement.

10. Security

Renter shall keep all windows, doors and roof lights closed and locked when not in use and shall ensure that ignition keys and/or security arming devices are not left in the vehicle when unattended.

Insurance exceptions:

Unlocked vehicle;

Keys left in vehicle

Window(s), Door(s) and or Roof light(s) have been left open

Vehicle taken by a third party you have allowed to drive the vehicle

11. Car Parking

Free car parking, at owner's risk, is offered in our secure alarmed premises for the duration of your holiday.

12. Smoking

Smoking is not permitted in any of our vehicles. Any evidence of smoking will result in a £75 cleaning charge.

13. Animals

We do not permit animals in any of our vehicles, except guide dogs. Any evidence of animals being kept in a vehicle will result in a £75 cleaning charge.

14. Payment

Renter will pay to Owner on demand:

a) all fines, penalties, costs, charges and liabilities relating to parking, road traffic or other offences or contraventions or restoration charges and loss of income if the vehicle is seized by Customs and Excise incurred in relation to Vehicle by Renter or Owner (except where caused through fault of Owner) from the commencement of this Agreement until Vehicle is returned to Owner in accordance with the terms of this Agreement by the nominated payment method stated overleaf regardless of the time lapsed between offence and notification of offence to Owner, and Renter will allow Owner to process electronic CNP transactions for these amounts plus a reasonable administration fee not less than £25.00;

b) Owner's costs or repairing or replacing Vehicle in the event of loss, theft or damage howsoever caused, plus loss of revenue to Owner (calculated at Owner's unlimited mileage charges for the period during which Vehicle shall remain unavailable for rental by reason of such matters) provided that if Vehicle is operated in accordance with all the terms of this Agreement;

c) Renter's Liability in respect of damage to or Theft of Vehicle will be limited to a non-waivable excess charge in accordance with Owner's current tariff as specified overleaf, except where the damage or theft has been caused by the negligence of the Renter;

d) Owner's cost incurred in recovering Vehicle in the event Renter fails to return it to Owner in accordance with the terms of this Agreement;

e) any value added tax or local or other taxes payable in respect of any of the above.

Payment is accepted by Switch, Maestro, Visa and Mastercard only. Payments made by credit card are subject to an additional charge of up to 5%. At the point of reservation, a 25% deposit is taken to reserve a suitable motorhome for the agreed hire period. We will then send you a booking confirmation and invoice for your deposit along with a copy our Hire Terms & Conditions that you have verbally or electronically accepted through our on-line booking form. The balance of payment (75% hire cost), must be paid 6 weeks prior to your hire start date. We will contact you to collect this.

For bookings, less than six weeks before the start of the Hire Period, the full Hire Charge is payable on booking.

Hire rates quoted include:

VAT (at prevailing rate)

Unlimited miles

UK standard vehicle insurance

Standard equipment & breakdown cover

15. Base Vehicle (Chassis) Breakdown

In the unlikely event of vehicle breakdown, please contact the Automobile Association – details will be provided in each vehicle. Please also advise us so that we can monitor and assist as necessary.

16. Habitation Equipment or Accessory Breakdown

Breakdown of an item of on-board equipment does not render the vehicle unusable or necessitate in the curtailment of your holiday. In the first instance, please contact us so that we may establish whether the problem can be resolved during the hire period. Reasonable agreed costs up to the value of £50 including VAT, supported by a VAT receipt, will be reimbursed. For amounts above £50 (Inc VAT), you must contact us for authorisation and confirmation of re-imburement by us before proceeding.

17. Vehicle Maintenance

The driver is responsible for the roadworthiness of the vehicle and the safety of the passengers. Each vehicle is checked prior to dispatch and you are required to monitor oil, engine coolant, windscreen washer fluid level and tyre pressures whilst the vehicle is in your care. If consumable items such as oil or coolant are required, please contact us to authorize reimbursement of purchase.

18. Gas

At least one full gas bottle will be supplied with the vehicle (Calor Propane 6kg). Two bottles will be fitted; the second will be connected and partially full. When this runs out, connect to the full bottle following verbal instructions given at handover. This is also supported by details of how to do this in the operating manual supplied by us.

19. Fuel

All of our vehicles use **diesel fuel** and are dispatched with a full tank. The vehicle must be returned with a full tank, unless you have selected the "Re-fuel service" from our Extra Equipment Price List. Fuel required on return will be charged at the prevailing market rate per litre plus a £25 re-fuelling charge, if not pre-booked with us under the "Re-fuel service" prior to your hire start.

20. Cancellation

Once a vehicle has been reserved for you it cannot be hired to someone else for the same period. As the commencement date of hire approaches, the likelihood of us being able to rebook the vehicle, should you cancel, reduces. Therefore, the following cancellation charges apply:

More than 4 weeks prior to commencement of hire – reservation deposit

2 – 4 weeks prior to commencement of hire – 50% of hire cost

Less than 2 weeks or non-arrival for collection -100 %

We recommend you take out adequate insurance to cover unforeseen cancellation.

21. Ownership

The vehicle you hire belongs to Bourne Free Rentals Limited, Unit 7C, Wessex Road Industrial Estate, Bourne End, Buckinghamshire, SL8 5DT, ENGLAND. You must not attempt to sell, rehire, or make representation of the vehicle to any other party.

22. Vehicle Substitution

Occasionally circumstances outside our control can result in us having to substitute an alternative vehicle from our fleet. In this event, the substitute vehicle will be of comparable or higher specification, with the correct number of berths and seatbelts to meet your needs.

23. Limitation of Liability

Owner warrants that from the commencement of the period of hire:

(a) to take all reasonable steps to provide the Renter with a well maintained vehicle; (b) when informed of a breakdown by the Renter to see that the necessary repairs are carried out promptly, if possible; (c) if repairs cannot be carried out promptly, to provide a substitute vehicle or allow the Renter to terminate hire.

All other warranties, conditions or terms relating to contracts of hire and whether implied by statute or common law or otherwise are excluded to the fullest extent permitted by law. In particular (but without limitation) Owner shall not be liable to Renter for any indirect or consequential loss or damage (including loss of revenue), costs, expenses, liabilities or any other claims or demands arising out of or in respect of:

(a) any breakdown, malfunction, failure or defect of Vehicle; (b) any property left, stored or transported by Renter or by any other person in or upon Vehicle either before or after the return of Vehicle to Owner. Provided always that nothing herein contained shall restrict or exclude Owner's liability for death or personal injury caused by Owner's negligence or any other liability of Owner which cannot be excluded as a matter of law.

24. Indemnity

Renter will indemnify and hold harmless Owner and keep Owner indemnified and held harmless against all costs, losses, claims or damages, expenses and liabilities of whatsoever nature suffered, incurred or sustained by Owner as a result of or in connection with:

(a) any breach by Renter of any of the provisions of this Agreement; and (b) any loss or damage to property left, stored or transported by Renter or by any other person in or upon Vehicle either before or after return of Vehicle to Owner. Provided that this indemnity shall not apply to any liability of Owner for death or personal injury caused by Owner's negligence or any other liability of Owner which cannot be excluded as a matter of law.

25. Termination

If Renter commits any breach of this Agreement; or if any statement, representation or warranty made by Renter overleaf or in these terms and conditions in respect of himself or any Additional Driver is incorrect; then in any such event Owner may terminate this Agreement forthwith but without prejudice to any of Owner's accrued rights and remedies against Renter.

On the expiry or termination of this Agreement, howsoever occasioned, Renter shall no longer be in possession of Vehicle with Owner's consent and Renter shall forthwith return Vehicle in the same condition as when received as evidenced by receipt of a copy of the Owner's "Ready to Rent Check List" relating to Vehicle (fair wear and tear only excepted) to Owner's address specified overleaf, provided that under no circumstances shall Renter return Vehicle to Owner outside Owner's normal published opening hours without Owner's prior written consent. If Renter commits any breach of this Agreement, Owner may, without notice, retake possession of Vehicle together with the insurance certificate and any other documents of Owner and for such purpose may enter upon any premises belonging to or in the occupation or control of Renter.

26. Force Majeure

The Company shall not be liable for any failure to perform or delay in performance of its obligations under the Contract due to any event of Force Majeure. If any event of Force Majeure delays or prevents the Company's performance of its obligations the Company shall notify the Hirer as soon as reasonably possible and use reasonable endeavors to make acceptable equivalent substitute arrangements for the Hire Period.

27. Data Protection Act

The information that you have provided on this form and or electronically will be used by the Owner to fulfill the contract that you have placed with us. We will not pass your information to any organisation outside this company other than to our insurers, Alan Boswell Insurance Brokers Limited, Harbour House, 126 Thorpe Road, Norwich, NR1 1UL. We may use your information to let you know about other products and services offered by this company which we think will be of interest to you, or to undertake quality control questionnaires. If you do not want to receive this information or to take part in any survey we undertake then please advise us either verbally or by writing to our business address on the front of the agreement.

Proper Law

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

28. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto and no variation to this Agreement shall be binding unless agreed in writing by Owner.