



LCS MOTORHOMES - TERMS AND CONDITIONS 2009

THIS AGREEMENT IS BETWEEN: THE OPERATOR (LCS Motorhomes) and THE HIRER (You)

1. YOUR CONTRACT WITH THE OPERATOR/OWNER

When you sign the form over the page you accept the conditions set out in this rental agreement

Please read this agreement carefully. If there is anything you do not understand or do not agree with, please ask us.

2. BOOKING CONFIRMATION AND PAYMENT

An initial payment of £500 per vehicle is required to confirm the booking, which is non-refundable. A binding contract for the hire will come into existence when LCS Motorhomes issues your booking acceptance. The balance of your hire money is payable six weeks prior to the start date of your hire, or at the time of booking if you book less than six weeks from the start date of your hire

A minimum deposit of £500 per vehicle is required (this amount may increase depending on the type of hire) which should be paid at the same time as the balance of your hire money, to be held against any loss, damage to the motorhome (externally or internally) costs or insurance claims as described in these terms and conditions. If there are no deductions required from your deposit, it will be returned to you in full one week after the end of the hire period.

3. CANCELLATIONS

All cancellations must be notified in writing to LCS Motorhomes, but please call us immediately to inform us as this will improve the chances of re-hiring the motorhome. If notification of your cancellation is received more than six weeks before the start date of your hire you will be refunded in full less the initial payment of £500.

If notification of your cancellation is received less than six weeks before the start date of your hire all monies paid and due are not refundable and you are still liable for any sums not yet paid. However, LCS Motorhomes will do all it can to re-hire the motorhome and if they are able to do so, you will be refunded up to a maximum of your total hire less your initial payment of £500, subject to the amount we are able to re-hire the motorhome for.

4. COLLECTION AND DELIVERY TIMES

Late returns can have a significant impact on the next hire. If you fail to make the vehicle available for collection on time you may be liable to an extra charge at the discretion of the operator, but typically £50 plus any additional costs incurred by LCS Motorhomes as a result. There are no refunds for motorhomes returned early.

5. AVAILABILITY

Occasionally motorhomes are not available as agreed, which is almost always due to events beyond our control (see below). If your booking has to be cancelled (which we reserve the right to do), we will endeavour to offer you the choice of an alternative motorhome or, if no suitable replacement is available, provide a full refund of all monies you have paid for your booking.

6. EVENTS BEYOND THE OPERATOR'S CONTROL

Unfortunately, events beyond our control occasionally affect bookings. When reference is made to such events in these Conditions of Hire, this means any event(s) or circumstance(s) which we could not, even with all due care, foresee or avoid.

LCS Motorhomes cannot accept responsibility or pay any compensation, costs or expenses where the performance of your contract with us is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond our control. This includes any delays to and/or restrictions to your hire to which you may be subject. However, if your booking has to be cancelled as a result, we will offer you the choice of an alternative motorhome (if available) or refund as described above.

7. SUITABLE PERSONS

We have the right to refuse to hand over a motorhome to any person who, in our reasonable opinion, is not suitable to take charge. In such cases, all hire charges paid will be refunded in full (less any delivery expenses incurred). LCS Motorhomes will have no further liability. Suitable Location - LCS Motorhomes reserve the right to refuse delivery to any site or location deemed unsuitable for the purpose of the hire. This includes soft or marshy ground, uneven ground, insecure locations which may put the vehicle or contents at risk of theft, damage, fire or flood. It is the hirer's responsibility to ensure a suitable parking location or security is provided. In the event of a vehicle being withdrawn - no refund can be made to the hirer.

Driver Authority - the driver of the vehicle at the point of delivery being a LCS Motorhomes Ltd representative has full authority over the motorhome & will make all decisions concerning the vehicle safety, parking & where the vehicle may be located.

8. PETS

Pets are not permitted in the motorhome

9. SMOKING

Smoking is not permitted within the motorhome.

10. BED LINEN AND TOWELS

Bed linen, pillows and towels are not provided with the motorhome as standard as this depends on the type of hire. Please ask if you require these items.

11. RENTAL PERIOD

You will have the vehicle for the rental period shown in the agreement. If you do not vacate the vehicle on time you are breaking the conditions of this agreement. You can be charged for every day or part day you have the vehicle after you should have vacated it. Until the vehicle is vacated you will be charged the daily rate of your hire plus 50%.

12. YOUR RESPONSIBILITIES

- a. You must look after the vehicle and the keys to the vehicle. You must always lock the vehicle when you are not using it, and use any security device fitted to or supplied with the vehicle. You must always protect the vehicle against bad weather which can cause damage. If Awnings are used these must be stowed in case of bad weather.
- b. You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.
- c. You must not let anyone work on the vehicle without our permission. If we give you permission, you will only receive a refund if you have a receipt for the work.
- d. You must report any fault in the vehicle as soon as possible to us allowing us reasonable time to locate parts and make any necessary repairs.
- e. You must vacate the vehicle when agreed, at the time agreed and remain responsible for the vehicle until this time.
- f. You will have to pay for repairs if:
 - The vehicle needs more than our standard valeting (cleaning);
 - You have damaged the vehicle, inside or out
 - Blocked or damaged toilets due to misuse
- g. Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle.

13. CONDITIONS FOR USING THE VEHICLE

You or any member of your party must not:

- Use the vehicle for hire or reward;
- Use the vehicle for any illegal purpose;
- Use the vehicle while under the influence of alcohol or drugs

14. CHARGES

Charges are based on LCS Motorhomes prices at the time of booking. You will be charged for:

- a. The rental and any other charges we work out according to this agreement.
 - b. A charge for any loss or damage to the motorhome (even if it is accidental or not your fault) subject to the cover provided by the hire insurance.
 - c. Any charge for loss or damage resulting from you not keeping to condition 12.
 - d. A full tank of gas will be provided this is included in the hire fee; subsequent tanks will be charge @ £75 per filling
 - e. Onboard generator usage will be charged @ 7.50 per hour
 - f. All fines and costs (including court costs). You must pay 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 which arise when we deal with these matters.
 - g. Any published or agreed rates for delivering and collecting the vehicle (no delivery charge for this hire)
 - h. Interest which 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 Lloyds TSB Bank from time to time.
 - i. Value added tax and all other taxes on any of the charges listed above, as appropriate.
- You are responsible for all charges, even if you have asked someone else to be responsible for them.*

16. VEHICLE FAULTS

LCS Motorhomes Ltd will make good any reasonable repairs to faulty parts or equipment during the hire period where practically possible, this will be free of charge unless the breakdown is caused by misuse or due to damage by the hirer, in this case a charge will be made to repair & replace the damaged equipment.

17. ACCIDENT

No responsibility can be accepted by LCS Motorhomes for any loss or damage or expense which occurs as a result of any accident within or outside the motorhome or due to any mishap whilst using equipment associated with the motorhome.

20. ENDING THE AGREEMENT

- a. If you are a consumer we will end this agreement straight away if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We will also end this agreement if you do not meet any of the conditions of this agreement.
- b. If you are a company, 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;
 - You do not meet any of the conditions of this agreement
- c. If we end the agreement it will not affect our right to receive any money we are owed under the conditions of this agreement. 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 this.

21. GOVERNING LAW

This agreement is governed by the laws of the country in which it is signed. Any dispute may be settled in the courts of that country.

Hirers Signature..... Date.....

Hirers Company.....