

#### TERMS AND CONDITIONS OF HIRE

1. Please read carefully the following conditions of hire between the Hirer and Magical Motorhome Hire Ltd (The Company). The Motorhome and its contents are to remain the property of Magical Motorhome Hire Ltd (hereinafter called the Owner) at all times. The hirer undertakes to keep the vehicle securely locked at all times when unattended and to refrain from any action or omission which may prejudice the owner's rights to the vehicle, i.e. in lay terms to treat the vehicle as if it were your own property. The vehicle is not to be used for, or in conjunction with, any race, competition or trial, or for hire or reward. The vehicle is not to be taken to an airport or airfield. The vehicle must not be used on the Nurburgring Nordschleife or deregulated/derestricted toll road or any race track, racing circuit or prepared course. The vehicle must not be used to conduct any commercial activities from.

2. DRIVERS AGE and LICENCE All drivers must be over 22 and under 76 years old and have held a full UK or EU licence for at least two years and produce it before collection of the Motorhome. The licence must not be endorsed with more than 2 convictions with a maximum of 3 points per conviction and the driver must not have had their license suspended for any period during the 3 years prior to commencement of hire. The driver must have not been involved in more than one fault accident within the last 3 years. The driver must not have previously obtained a BA, DD or UT conviction. An insurance proposal form shall be completed by each driver. Proof of identity must be produced at the beginning of the hire, consisting of 2 utility bills dated within 3 months of the hire. The company may at this time take a photograph of the hirer at its own expense.

3. INSURANCE Fully comprehensive self-drive hire insurance for use in the UK is included in the hire charges. The vehicle is insured for the period of hire contracted for ONLY, thus late return of the vehicle would incur a traffic offence under the Road Traffic Act. All previous motoring convictions up to three years old are to be disclosed to the company at the time of the hiring. The hirer recognises and agrees that this is a fundamental term of the Hire. Each Hirer and any proposed driver individually has to provide the requested documentation to fulfil the insurer's requirements and must be accepted by the insurers and the company as suitable to drive. Proof of identity must be produced at the beginning of the hire. Insurance cover is for the vehicle, driver, passengers and equipment ONLY, Personal possessions are not covered. Hirers are advised to take out additional personal holiday insurance cover. An insurance excess of £1000 (£1,500 for 23 & 24 year old drivers) for UK trips or £1,500 (£1,750 for 23 & 24 year old drivers) for European trips outside of the UK is payable with the final hire payment before the hire commences and will be applied against every accident in which the hirer is involved. If the vehicle is returned in good condition, with a clean interior, whole and undamaged, the insurance excess (subject to inspection by the company on its return) will be returned to the hirer. Should the condition of the vehicle not be so, then the repairs – replacements –cleaning costs will be deducted from the insurance excess. If the hirer is found to have damaged the vehicle by their own negligence, i.e. no other person or vehicle is involved we reserve the right to pass on the full amount of our insurers excess in force to us at the time (at present £1000/£1,500/£1,750 per claim) and hold the hirer fully responsible for the full cost of our uninsured losses. The hirer also agrees to cover the full costs of demurrage; the daily rental rate for the period the Vehicle is off

# Magical Motorhome Hire Ltd

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fleet; for example, for accident repairs. If the vehicle is involved in an accident, no matter how small, an accident report MUST be completed and submitted to the company before the end of the hire period. Hirers travelling abroad will require additional Continental Comprehensive road insurance cover. This will be supplied by the company at extra cost to the hirer. All hirer's travelling abroad must obtain their own additional continental breakdown cover to protect themselves and the vehicle against all other items not covered by the company such as health, money, theft, personal possessions, breakdown, repatriation etc.

4. BREAKDOWNS Whilst every effort is made to ensure that the hire vehicle is in a roadworthy condition. The company is not under any circumstances, responsible for any consequential expenses, or costs in hiring alternative vehicle or accommodation and additional travel expenses or any third party claims for damages in connection with, or consequent upon any accident or breakdown. Any malfunction, breakdown or damage caused by the negligence of the hirer shall be made good at the expense of the hirer. In the event of a mechanical breakdown, the vehicle has National breakdown cover for the UK only, a card with a phone number is provided inside the Motorhome, or you can call us and we will organise help. The Hirer must obtain written authorisation from Magical Motorhome Hire Ltd to have any repairs or modifications carried out to the motorhome.

5. RESERVATION DETAILS. A minimum booking deposit of £250 (per week or part of) is payable at the time of making a reservation. This is not refundable and shall be deducted from the hire charges. The balance of the hire should be paid at least 28 days before commencement of hire. UK only hires include unlimited mileage. Please note, that our hire charges for travel outside of the UK do not include unlimited mileage, a mileage

allowance of 100 miles per day or 1000 miles per week is included. All mileage over this amount is chargeable at 40 pence per mile.

6. COLLECTION AND RETURN Vehicle hire is usually from Saturday to Saturday unless otherwise arranged. Vehicles are available for collection at a pre-arranged time between 14.00 and 18.00 and must be returned on the last day of the Hire between 8.00 and 10.00, unless otherwise arranged in writing. (Time being of the essence) in order that the vehicle may be prepared in good time for the next Hire. Failing to comply with these times will result in the Hirer being surcharged at the rate of £50.00 per hour or part of it, together with any additional costs incurred by the company. No refund is given for an early return of the vehicle.

7. CONDITION OF VEHICLE At the start of the hire before leaving the company's premises a full on hire inspection of the Motorhome will be carried out to check for any defects; At the same time we will show you where all the equipment is located and how to operate it (this may also be done digitally in advance of you collecting the vehicle). At the end of the hire whilst the hirer is present a full off hire check will be carried out by the company and checked against the on hire check sheet. If the Motorhome is returned as it went out, cleaned inside and out thoroughly it should take approximately the same time as the on hire check. If for any reason it is not possible to properly carry out an immediate vehicle inspection upon return, we reserve the right to inspect the vehicle within 24 hours following the vehicle return, for reasons such as a dirty vehicle, poor lighting etc. The hirer can also elect to not be present whilst the off hire check is carried out but they must sign a waiver to this effect. The Breakdown or malfunction of an individual piece of equipment after it has left, our premises will not be accepted as a reason to abort, or cancel a hire contract. Any such fault will be

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repaired or replaced as soon as it is possible to do so. We must further point out that the condition of tyres and the windscreen is not included in the company's insurance cover; any such damage is the Hirer's responsibility. A charge will be made for anyone returning a vehicle:

Late (per hour or part thereof)	£100	
Toilet tank not emptied	£75	
Grey water tank not emptied	£75	
Clean water tank not emptied	£25	
Interior not clean (in professional valet required)	£100	
Admin fee for dealing with any penalty notices	£25	
Diesel tank not full on return	75- 100%	£75
	50 - 75%	£100
	25 - 50%	£125
	0 – 25%	£150
External internal body damage	TBC by engineer/insurer + demurrage	
Evidence of smoking	£500 + demurrage	
Exceeding mileage allowance (only applies to travel outside of UK)	40p per mile	

**Additional charges:**

1. The cost of any damage to the vehicle of third party property, subject to the insurance
2. Any costs incurred by Magical Motorhome Hire Ltd as a result of any breach by the hirer of the terms of this agreement
3. Demurrage, the daily rental rate for the period the vehicle is off fleet, for example for accident repairs.
4. Any additional costs over and above the security deposit value, should damages exceed the security deposit value.
5. The cost to recover the vehicle.
6. In the case of gross negligence Magical Motorhome Hire Ltd reserves the right to

recover full costs in order to return the vehicle to the state in which it was handed over.

7. All and any costs resulting from damage caused by water ingress, **in particular jet washers (note, any external cleaning must only be carried out with water at no more than mains pressure, jet washers or similar must not be used as they can easily damage window and bodywork seals).**

and we reserve the right to deduct it from the £1,000/£1,500/£1,750 insurance excess deposit.

8. CANCELLATIONS Musts be in writing and are charged as follows:

More than six weeks before commencement of hire equals loss of deposit. All monies due and received after six weeks before commencement of hire are not refundable, except for the £1,000/£1,500/£1,750 insurance excess deposit, which is refundable provided that no other sums are unpaid by way of deposit or otherwise. The company reserves the right to cancel the hire if at the commencement of the hire the driver's licence(s) are invalid or in accordance with the conditions set out in these terms. In these circumstances the total hire charges will be forfeited. Hirer's are strongly advised to insure against unavoidable cancellation.

9. FUEL, OIL & GAS A full tank of fuel is supplied with the vehicle at the commencement of the hire and the Hirer is expected to return the vehicle with a full tank of fuel. Any fuel shortage will be charged to the Hirer. The Hirer will be liable if the incorrect fuel type is used. The Hirer is responsible for regular checking of OIL and WATER LEVELS and use of the correct type of fluids. Gas cylinders are provided at the time of hire, at least one with initial gas supply. The cost of any refills after that shall be the responsibility of the Hirer who shall ensure

that bottles of the same size as taken are returned with the vehicle. If the Hirer accidentally fills or part fills the fresh water tank with fuel the Company should be notified immediately and the Hirer shall be liable for the full costs of repairs and replacements required in order to make the water system clean and safe again.

10. AVAILABILITY While every effort is made to ensure that the vehicle reserved is available, if due to circumstances beyond the company's control the reserved vehicle is not available, the company reserves the right to offer a suitable alternative. If this is not available or acceptable the liability of the company will be limited to the refund of any monies paid by the Hirer.

11. LIABILITIES The Hirer shall be responsible for all costs and expenses incurred because of offences against the Road Traffic Act and/or regulations thereunder, plus any parking or toll offenses and indemnify the company from any liability or costs including damage to the vehicle caused by bad driving habits or negligence. The Hirer shall ensure that the driver and all passengers required by law to do so shall always when the vehicle is being driven wear seat belts provided. The hirer will be responsible for all the company's uninsured losses regarding our insurance company's excesses.

12. PARKING The Hirer may park, free of charge, and at his/her own risk, one car on the company's premises for the period of hire.

13. SMOKING is strictly forbidden inside any part of the Motorhome. Any offender will be charged as outlined in section 7.

14. ANIMALS The general rule is that all animals other than guide dogs, have to be approved by the company at the time of reservation. If approved, all damage however caused by the animals will be charged to the Hirer in full. Pets should be kept off all soft

furnishings, such as sofas and beds, failure to do so, could result in additional cleaning charges. Pet owners must abide by UK laws in terms of securing pets whilst travelling and must not leave pets unattended in the motorhome. Pets are not covered by our insurance for travel, sickness or injury during the hire, please ensure you have the appropriate cover in place should you chose to insure your pets.

15. Coronavirus. While you are away, if you or any of your party show any symptoms of coronavirus (COVID-19) you must immediately inform the Owner (within 24 hours) and make arrangements to return the motorhome as soon as possible. All personal possessions must be packed before return and removed upon return by the Hirer. Bedding supplied by the Owner must be removed and placed into the closed plastic bags provided. Unfortunately, we cannot offer partial refunds should a holiday be cut short due to illness or injury, so it is advisable to take out the appropriate travel insurance before you depart.

16. Unless otherwise agreed in writing the terms and conditions of this agreement shall apply to all hires undertaken by our customers. In the event of any inconsistency between these terms and those passing between the parties, these terms and conditions shall be allowed unless expressly excepted in writing.