



## TERMS AND CONDITIONS as of 17<sup>th</sup> May 2021

### 1. Rental contract with Mattika Motorhome Hire Ltd

These terms and conditions have been devised to protect both the hirer and operator and are governed by law in England, Scotland, and Wales. Mattika Motorhome Hire Ltd offers motorhomes for hire per the following terms and conditions. By signing these terms and conditions, the hirer agrees legally that they have read, understood, and accept the detail of this document.

### 2. Booking - deposits and payments

Once you have completed the booking form, an invoice will be generated detailing all your hire charges - **please advise if there are any mistakes** as these cannot be rectified later. A deposit of £250 payable to Mattika Motorhome Hire Ltd is required to confirm any booking. Once this payment has cleared, you will receive a booking confirmation from Mattika Motorhome Hire Ltd by email.

The balance of the hire will be required by bank transfer to Mattika Motorhome Hire Ltd 4 weeks prior to the hire commencing, unless the hire date is less than four weeks away, then payment in full will be needed at the time of booking.

All bookings require a £750 damage/security deposit before the hire period starts. This security deposit is needed normally 48 hrs prior to the commencement of your hire period.

Payment of all due funds must be cleared within time limits above.

Early returns do not qualify for a refund; however, you are expected to return your vehicle at the agreed time and location. Failure to return your hired vehicle at this time will result in further charges at a rate of £40 per hour unless priorly agreed. This will be taken from your security deposit.

Please be aware that in all cases (except Covid-19 travel restrictions, proof of testing positive for Covid-19 or self-isolation direction – see Section 15) deposits are non-refundable.

#### Festival and EU Travel Bookings

Festivals attracts a 50% premium increase to the total vehicle hire cost (excluding extras) and an increase of the damage/security deposit to £1500. All festival hire is subject to prior approval by Mattika Motorhome Hire Ltd. Please ensure this has been recorded on your booking form application for us to approve.

There is an additional charge of £20 per night for travel outside the U.K. Please make this clear during the booking process and the fees will automatically be added to your total hire charge. \*\*Currently we have a TEMPORARY BAN on travel to such destinations, in line with current Coronavirus travel restrictions. This is constantly being reviewed, in line with the government announcements.

All hirers/drivers must be of 25 years of age at the time of booking and have held a full driving licence for a minimum of 24 months to conform to the Insurer's terms and conditions. Driving licence checks will be carried out prior to the agreed hire date (within 21 days of hire) and copies of driver's licences and proofs of identification will be kept on file for a period of no more than 12 months.

Although driver licence details will be required at time of booking, you will also be required to show your licence to Mattika Motorhome Hire Ltd on collection of your vehicle along with 2 other forms of identification with the address on these matching those on the driving licence. (Accepted forms of ID: 1 x Utility bill and 1 x Bank/pension/mortgage statement dated within in 3 months of hire). Mattika Motorhome Hire Ltd reserves the right to cancel the hire if drivers licence requests are not received. If the hirer does not conform to this request then all monies paid will be lost, except the insurance excess/security deposit, which is refundable.

Mattika Motorhome Hire Ltd respects current Data Protection laws.

### **3. Collection**

The agreed allotted time and place is between 3.00pm and 6.00pm unless prior arrangement. To make the most of your holiday, there needs to be a detailed handover, which includes vehicle driving controls, the hot water system, central heating, electrics, toilet facilities and other useful information which takes about an hour. Please bear in mind that when you finish your hire, the likelihood will be another client is due to depart on the same day, so it is important that vehicles are returned before MIDDAY to give Mattika Motorhome Hire Ltd ample time to have the vehicle ready for the next hirer. Any late returns will be charged at £40 per hour. On street parking for your car may be available for up to one vehicle, however Mattika Motorhome Hire Ltd accepts no liability for any loss or damage incurred whist the vehicle is located there.

### **4. Named Drivers / Passengers**

Only the named driver(s) in the booking proposal may drive the hired vehicle. Mattika Motorhome Hire Ltd reserve the right to refuse the handover to any person who they consider unsuitable to drive. In this unlikely event all hire charges will be refunded in full. Mattika Motorhome Hire Ltd has no further liability. Any other drivers that do not appear on the booking must gain permission in writing from Mattika Motorhome Hire Ltd before the hire starts (unless in an emergency) and all necessary checks and ID proofs would need to be cleared, as well as the appropriate fee paid.

Mattika Motorhome Hire Ltd only authorises the use of any Motorhome to the stated number of passengers allowed by the number of seat belts fitted. Safety restraints should always be used whilst the vehicle is in motion.

## **5. Pets**

We do run a pet friendly service, there is a small daily charge to cover this. We accept well-behaved dogs (maximum of two). However, we kindly ask that you please consider the next guest who may have allergies, and to keep your pets off the furniture, and never leave them unattended in the vehicle. Any damage or additional cleaning will be chargeable.

## **6. Smoking Policy**

It is against the law to smoke in any hire vehicle in the U.K. This is therefore strictly prohibited in all vehicles even if the hirer is intending to go abroad.

## **7. What if we cannot fulfil the Booking?**

In most cases your chosen hire vehicle will be available, however, in the unlikely event beyond Mattika Motorhome Hire Ltd control that it is not available, we will endeavour to find a suitable replacement. In this unlikely event if the replacement vehicle is more expensive than Mattika Motorhome Hire Ltd will pay the added charges up to a value of 110% of your total hire charges excluding refundable deposits. In the event a smaller vehicle is offered and accepted, then we will refund any difference in cost if applicable to the hirer.

## **8. Forced Cancellation by Mattika Motorhome Hire Ltd**

In the unlikely situation where an unexpected situation occurs which is unavoidable by Mattika Motorhome Hire Ltd, whereby your motorhome is not available, and no replacement can be agreed or sourced. All monies will be returned in full. However, Mattika Motorhome Hire Ltd will not be held liable for any other costs or compensation. Mattika Motorhome Hire Ltd liability will be limited to the return of all monies paid in full.

## **9. Cancellation**

If the hirer needs to cancel for any reason, in the first instance please contact Mattika Motorhome Hire Ltd. If the date of cancellation is more than four weeks away from the date of hire, then no more payments will be needed, however, the first £250 deposit taken at the time of booking will be non-refundable, unless it is Covid-19 related. If you are within four weeks of the hire date, payment will have been made in full, and would not be entitled to a refund, again unless Covid-19 related. However, if we are successful in obtaining another booking for the same period, we reserve the right

to refund you up to 50% of the hire fee paid. Mattika Motorhome Hire Ltd will endeavour to fulfil this gesture of goodwill wherever possible but cannot guarantee this outcome.

Mattika Motorhome Hire Ltd will also require written confirmation of your cancellation for our records. If cancellation is due to a Covid-19 positive test result or notification via the 'track and trace' app to self-isolate, please provide evidence of the positive test result or 'notification to isolate' that coincides with your hire period.

## **10. General Housekeeping & Responsibilities**

When it comes to looking after your hired vehicle, common sense is always one that we feel should always be applied. It is the hirer's responsibility to look after the vehicle for the duration of the hire, including and not limited to looking after keys, locking the vehicle when not in use and to use the security system that has been fitted to the vehicle.

Make sure that the correct fuel is used, any contaminated fuel would be the hirer's responsibility and all costs would be borne by you the hirer. Please make it your business to get to know the length height and width of your hired vehicle, respect the conditions of the roads you are always using and being aware of any restrictions. i.e., low bridges, narrow roads, sharp bends low branches etc. The hirer is responsible for any damage caused in this manner.

It is prohibited to sublet the hired vehicle to a third party, failure to adhere to this would result in the immediate cancellation of your rental agreement without any refunds and any damage would be payable by the hirer. All hire insurance including 3<sup>rd</sup> party liability would be at once null and voided.

You must obtain the permission of Mattika Motorhome Hire Ltd if any repairs are needed during the hire period, even if you the hirer are liable for the costs. If repairs are needed that are the responsibility of Mattika Motorhome Hire Ltd, then keep all receipts to obtain a refund from Mattika Motorhome Hire Ltd, but you must still obtain Mattika Motorhome Hire Ltd permission before any work is carried out. At all times you must inform Mattika Motorhome Hire Ltd as soon as you are aware of any fault.

## **11. Extra Charges**

Mattika Motorhome Hire Ltd try to include all extras and accessories to be enjoyed by the hirer however it is normal practice that you supply some of your own provisions.

- a) Bed linen and pillows are not included in the hire charge as most customers prefer to take their own. We can supply these for an additional cost if you so wish to do so.
- b) Failure to empty the toilet cassette will result in a £50 charge by Mattika Motorhome Hire Ltd. (We will ensure you have starter chemicals at point of collection)

- c) Any cleaning/valeting not considered normal usage will be charged by Mattika Motorhome Hire Ltd at the rate of £100. In all instances, damage to the interior, excluding fire, will be chargeable to the hirer. Any damage caused by fire will be covered by insurance, however, the first £750 is payable by the hirer. Mattika Motorhome Hire Ltd will not be held liable for any lost property during your holiday. (You will need to take out your own holiday insurance to allow for personal losses). See clause 13.
- d) A £20 refuelling charge (plus the cost of the fuel) will be charged by the Mattika Motorhome Hire Ltd if the tank is not full upon return (excluding usage from nearest fuel station to drop-off point).
- e) If you need replacement gas whilst on your holiday, the hirer is responsible for the cost. (All hires will be provided with at least one full gas bottle or the equivalent.) any missing gas bottles on return will incur a £50 per bottle charge plus gas refill costs.
- f) There is a £20 per night charge added to the daily hire rate for travel to any destinations that are currently members of the European Union. Any charge for green card or VE103 forms will also be passed on to the hirer. Costs will be communicated at time of booking.  
**\*\*Temporary Measure\*\***  
Mattika Motorhome Hire Ltd have taken the decision to not allow any hire/travel outside of the United Kingdom during the current Coronavirus Pandemic. We will review this in line with government travel guidelines and lockdown/isolation guidelines.
- g) A £750 damage/security deposit is payable by the hirer to Mattika Motorhome Hire Ltd before hire starts, and the hirer agrees that any damage claims that fall outside of the insurance terms and conditions including the £750 excess, including any extra charges payable will be deducted from the hirers deposit upon return. Deposits will be refunded to the hirer normally within 7 working days of the return date. If the vehicle has sustained damage Mattika Motorhome Hire Ltd will keep the security deposit until such time as estimates for the cost of repair have been obtained.
- h) The hirer is responsible for any parking/speeding or other traffic offences during the hire period. Mattika Motorhome Hire Ltd will inform the relevant authority of the named hirers for that period. Mattika Motorhome Hire Ltd will not accept any liability for fines or endorsement or any court costs for such offences.
- i) Mattika Motorhome Hire Ltd reserve the right to charge for any admin costs if we need to get involved in any claims to the hirer. These will be set at £50 per occurrence.

By signing these terms and conditions you accept that Mattika Motorhome Hire Ltd can deduct any of the above payments from your damage deposit payment and that we can pass on your details to any relevant authority that request them.

## 12. Terms & Conditions of Insurance

Insurance is only allowed to drivers between the age of 25 and 70 and must have held a full driving licence for a minimum of 2 years. No more than two motoring convictions with a maximum of three points per conviction. Not more than one fault claim within the last three years. Anything outside of these criteria and Mattika Motorhome Hire Ltd will need to obtain permission from the insurer prior to the commencement of any hire. There is usually other terms, costs, or excess increases and these will have to be passed on to the hirer. You will be notified of any changes usually before the booking has been confirmed.

Hirers who have obtained driving offence codes with the following BA, DD, UT will NOT be eligible for Insurance cover and therefore unable to make a booking with Mattika Motorhome Hire Ltd. Any damage caused to tyres/windcreens/wing mirrors/bike racks that need replacement or repair, are excluded from our insurance, and would need to be paid for by the hirer in all instances.

The hirer will indemnify Mattika Motorhome Hire Ltd against any personal or third-party losses outside the terms and conditions of the Insurance policy.

All named drivers on the rental agreement must without exception, be present at time of collection and be able to supply a valid photocard driving licence and any further supporting proofs of ID if priorly requested. Failure of this will result in said drivers been unable to drive the hired vehicle for the entire hire period.

Always agree to drive obeying the Highway Code.

Agree not to drive the vehicle whilst under the influence of alcohol or drugs.

Agree not to drive the hired vehicle outside of England/Wales and Scotland unless prior agreement has been approved and supporting documentation has been sort and provided.

### **13. Personal/Holiday Insurance**

As already mentioned, hiring a motorhome is no different to any other holiday, so it is recommended that all parties take out their own personal holiday insurance. It is strongly recommended that this insurance should be extended to cover early termination of your holiday due to a breakdown or accident. Mattika Motorhome Hire Ltd will not be held liable for any personal claims or losses. Theft of customer's individual property is not included in the hire vehicle insurance policy.

### **14. Breakdowns/Accidents**

In the unfortunate event of any breakdown, in the first instance you should contact the breakdown service that comes with the vehicle. Inform Mattika Motorhome Hire Ltd at once after you have informed the breakdown service. Any repairs require Mattika Motorhome Hire Ltd permission.

In the unfortunate event of an accident, you should take down names and addresses of all other party's involved (if any) and any witness details (if available). Do not admit fault as this is for the

insurers to decide. You must inform the police if anyone is injured, you must contact Mattika Motorhome Hire Ltd at once and complete an accident report form (copy in vehicle pack). Please make sure any vehicle left unattended is done so securely.

#### **15. Covid-19 Cancellation Policy**

Valid for all existing bookings and new bookings made during the current Coronavirus pandemic. A full, no quibble, 100% refund on your booking or postponement without penalty if the UK government imposes restrictions that cause the following:

- Closure of Mattika Motorhome Hire Ltd on the date when your collection is scheduled.
- The introduction of non-essential travel restrictions over the dates you are due to travel.

**\*\*Temporary Measure\*\***

Mattika Motorhome Hire Ltd have taken the decision to not allow any hire/travel outside of the United Kingdom during the current Coronavirus Pandemic. We will review this in line with government travel guidelines and lockdown/isolation guidelines.

#### **16. Confirmation & Acceptance of these Terms & Conditions**

To agree to these Terms & Conditions to accept this Hire Agreement/Contract, your original signature will be needed. please print, sign, and return this document to us.

**Sign name:**

**Print name:**

**Date:**