

# Terms & Conditions

## Life's an Adventure

### Motorhome Hire



#### Definitions

'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 Life's an Adventure Ltd literature, the provisions of these Terms and Conditions apply.

'**Life's an Adventure**' means Life's an Adventure Ltd, 55 Alpine Drive, Wardle, OL12 9NY

'**Customer**' means the person or persons nominated as the hirer under the heading 'Hirer's Name' on the Rental Agreement, any person whose credit or debit card is presented in payment of the customer's charges, or any person who deems themselves to be the legal entity and ultimately responsible for the motorhome. Should the legal entity be different from the driver, then full name, address and contact phone numbers must be supplied.

#### 'Rental Period'

Means the hire period as stated 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.

#### 'Vehicle'

Means the vehicle as stated 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 Life's an Adventure Ltd.

#### 'Living Equipment'

Includes but is not limited to; TV, DVD player and aerial, tables, microwave, oven, radio/CD player, crockery, cutlery and cooking utensils.

#### 'Security Deposit'

Means the amount held as security by Life's an Adventure Ltd in relation to this hire.

#### 'Overhead Damage'

Is deemed as any damage sustained to any part of the vehicle, its equipment and or any third party property which occurs above 6 feet (1.83 meters) in height measured from the ground upwards.

### **1. Collection Points**

We currently have two collection points available, our Carrington and Wardle sites.

### **2. Contact Hours**

- Monday to Saturday: 8:00 to 20:00
- Sundays & Public Holidays: 10:00 to 18:00

### **3. Hire Rates Quoted Include:**

Unlimited UK miles

UK Fully Comprehensive Insurance\*

UK Breakdown Assistance\*\*

\*Insurance loading. In some cases, Life's an Adventure Ltd will incur additional charges if the driver to be insured has a traffic conviction, more than 1 insurance claim or is in an occupation which is deemed high risk. These charges will be passed onto the customers.

\*\* Life's an Adventure 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, wrong or insufficient fuel, keys locked in motorhome etc. will be the responsibility of the client.

### **4. Minimum Hire**

This ranges from 3 to 7 days depending on the season. Life's an Adventure Ltd reserves the right to increase the minimum hire period for certain events.

### **5. Payment**

Availability is on a request and confirm basis at the time of reservation. A reservation is only binding after it has been confirmed by Life's an Adventure Ltd and a deposit payment of 30% of the total balance (full balance if booking within eight weeks of departure) has been received. Our terms and conditions including cancellation policy apply from this point onwards. Once the reservation is confirmed, a confirmation email will be sent out to the client. Settlement of the remaining balance will be due eight weeks prior to departure. Life's an Adventure Ltd reserves the right to cancel the booking if payment is not received eight weeks prior to departure. Payment is by credit card (Visa or MasterCard only), debit cards, bank transfers or cheque in Pounds Sterling. Charges may apply.

For late bookings (less than eight weeks before departure) the full rental price is payable on booking. Vehicles will not be released without full payment being completed. Cheques will not be accepted for late bookings (less than 2 weeks prior to departure).

## 6. Cancellation Charges

- More than 8 weeks before: booking deposit only
- 8 weeks – 2 weeks: 50% of total hire charge
- 2 weeks - No Show: 100% of total hire charge

Life's an Adventure Ltd cannot postpone hire however, may transfer money from one hire to another - this will be reviewed case by case but Life's an Adventure Ltd reserve the right to decline the request.

Life's an Adventure Ltd reserves the right to amend our cancellation policy for certain events.

**Events beyond the operators control** – Unfortunately events beyond our control may occasionally affect bookings. When reference is made to such events, this means any events or circumstances which the motorhome operator could not, even with all due care, foresee or avoid. When an event beyond our control occurs we cannot accept any responsibility or pay any compensation, costs or expenses where the performance of your agreement with us is prevented or affected or you otherwise suffer any loss or damage as a result. This includes late motorhome returns creating delays and potential cancellations which we do our utmost to avoid at all costs. This also includes any delays to and/or restrictions to your hire. During hot weather fridges and freezers in motorhomes do not always perform as expected which is beyond our control. We will not accept any responsibility for any loss of food or beverages and no compensation will be issued.

## 7. Extras

- Bedding single set: £15.00 per set, per rental (duvet, duvet cover, pillow, pillow protector & pillow case, bed sheet, blanket, hand towel, shower towel, face cloth)
- Bedding double set: £25.00 per set, per rental (duvet, duvet cover, 2x pillow, pillow protector & pillow case, bed sheet, blanket, 2x hand towel, 2x shower towel, 2x face cloth)
- Outdoor dining set (table & chairs) £4.00 per night
- Dog Adventure Pack: £8 per pack, per rental (dog blanket, dog towel, collapsible dog bowl, dog bowl, poop bags, dog seat belt, ground stake, tie out cable, dog toy (to keep)).
- Bike rack fitted: (holds up to 4 bikes, maximum 60kg) Free of charge
- Satellite system navigation system: (for both UK and Western Europe) Free of charge
- Camping and Caravanning Club Privilege membership: Free of charge
- Additional drivers (max 2): £5 per night, per additional driver. Clean driving licence
- Points on licence (UK licences only): No Charge, maximum 6 points. Convictions with the following codes may not get cover AC, BA, CD, DD, DR, MS, TT, UT and IN. Please check with Life's an Adventure if you wish to insure a driver who has any of these endorsement codes on their licence even if you think they have expired.

## 8. European Travel

For those travelling within Europe there is an additional charge of £14 per night for European cover (including European roadside assistance). European cover is mandatory and you will be in breach of these terms and conditions should you take a motorhome into Europe (including Republic of Ireland) without taking out the additional European cover. Minimum charge term for European cover is 6 nights, maximum term is 28 days.

The following Countries are covered by the European Travel Insurance: Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Luxembourg, Netherlands, Norway, Portugal, Republic of Ireland, Spain, Sweden and Switzerland.

Please check your route carefully and ensure it doesn't go outside these countries. European cover is subject to approval by our insurers and is limited to 250 miles per day; excess miles will be charged at 0.50 pence per mile.

## 9. Motorhome Collection / Delivery & Return

- **Collection:** Please allow 1 hour for the handover at the collection point to complete the documentation and demonstrate your vehicle to you. All drivers need to be present on collection of the motorhome and bring their full valid licence and passport (passport required for international customers only **and drivers without a photocard driving licence**) and credit or debit card for Security Deposit. Please see section 15 for further details. **Pick up times are between: 14:00 and 16:00 (Monday to Sunday).**
- **Delivery:** You can have your motorhome delivered to your home address if you prefer not to collect. This service is charged at £4 per mile upto a maximum of 20 miles from your nearest collection point and is calculated via Google Maps and added to your order at the time of booking. Both departure and returning handovers will be completed at the customers address.
- **Return:** The vehicle must be returned on the correct date, and before the time stated on the rental agreement - please allow up to 30 minutes for the return handover at the point of initial collection / delivery. Vehicles must be returned undamaged, with a full tank of diesel, empty waste water and toilet cassette and the interior clean and in the same condition as when the motorhome was collected / delivered, otherwise a charge will be made for additional valeting and or upholstery cleaning. In addition, a separate toilet cleaning fee will apply if the toilet waste tank is not empty on return. Please see section 13, Rental and Other charges for further details. Please note: there are no toilet emptying facilities at our return points so this must be emptied prior to return. **Return times are between 9:00 to 11:00 (Monday to Sunday).**

**Late return:** If you will be late returning, Life's an Adventure must be advised. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of £50 per 30mins will be payable for all late returns.

## **10. Motorhome Systems**

Life's an Adventure Ltd will carry out a full Pre-Checkout Inspection (PCI) on every motorhome before the commencement of hire. The PCI involves testing every system on board the motorhome to ensure they are operating correctly. In conjunction with this the hirer will be taken on a tour of the motorhome and shown how each system works. Should an onboard system fail during your hire, Life's an Adventure Ltd will make every effort to remedy the fault whilst you are away but in some circumstances this may not be possible. Life's an Adventure Ltd cannot be held responsible and will not refund any monies should a loss of service be encountered, nor have any obligation to provide a replacement vehicle. In the case of winter hire, Life's an Adventure Ltd will not be and cannot be held responsible in the event of any damage or inconveniences caused by freezing conditions. This is the responsibility of the hirer.

## **11. Vehicle Acceptance**

- a) I acknowledge having received the Vehicle in a clean condition and in sound working order in accordance with the motorhome handover checklist and with a full diesel tank.
- b) I acknowledge that Life's an Adventure Ltd will not refund to me any monies if the Vehicle is returned or I cease to have use of the Vehicle or an item of equipment on the Vehicle prior to the return date for any reason e.g. accident, weather, theft or damage.

## **12. Change of Vehicle**

Life's an Adventure Ltd reserves the right, at its absolute discretion, to substitute a comparable or superior Vehicle for the Vehicle ordered. 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.

## **13. Rental and Other Charges**

I will pay Life's an Adventure Ltd;

- a) All rental charges
- b) The Security Deposit
- c) Administration fee of £20 per amendment of a confirmed booking or per any penalty charge notice received.
- d) The nominated valeting fee and/or upholstery cleaning fee if the Vehicle is not returned with the interior in a clean condition.
- e) The nominated additional fee of £50 if the toilet and waste water tank are not emptied prior to the return of the vehicle.
- f) The cost of refilling the diesel tank if not returned completely full:
  - 3/4 to full = £75
  - 1/2 to 3/4 full = £90
  - 1/4 to 1/2 full = £120
  - Empty to 1/4 full = £140
- g) The late fee of £50 per 30mins should the vehicle be returned after the agreed time as stated on the Rental Agreement.
- h) The nominated cancellation fee in the event of cancellation of this Agreement prior to acceptance or delivery of the vehicle.
- i) The cost of any damage to the Vehicle or third party property, subject to the insurance or Collision Damage Waiver (CDW).

- j) All government fees and duties etc.
- k) All parking fines, other fines or penalties and associated administration costs incurred in relation to the Vehicle during the Rental Period.
- l) Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by Life's an Adventure Ltd as a result of any breach by me of the terms of this Agreement.
- m) Demurrage; the daily rental rate for the period the Vehicle is off fleet; for example, for accident repairs.
- n) Any additional costs over and above the security deposit value should damages exceed the Security Deposit value.
- o) The cost to recover a Vehicle.
- p) In the case of gross negligence Life's an Adventure Ltd reserves the right to recover full costs in order to return the motorhome to the state in which it was handed over.

#### **14. Errors in Rental Charges**

Total charges as set out therein are not final. I will pay any shortfall in charges to Life's an Adventure Ltd and I will receive a refund for any overcharge acknowledged by Life's an Adventure Ltd.

#### **15. Security Deposit**

There is a refundable £750 Security Deposit processed on collection/delivery by credit card or debit card. The card should be in the lead driver's name. Life's an Adventure Ltd reserves the right to increase the security deposit in certain circumstances or for specific events e.g. World Cup events, festivals or other events to £1250. Cheque payments and cash are not accepted against the Security Deposit.

- a) On taking delivery of the Vehicle, I agree to pay the Security Deposit.
- b) I irrevocably authorise Life's an Adventure Ltd to deduct from the Security Deposit any amounts due by me to Life's an Adventure Ltd arising out of this Agreement.
- c) The Security Deposit will be released within 7 working days of the vehicle being returned as per the criteria set out in section 9, Motorhome collection and return and there are no outstanding insurance claims.
- d) Should any damages exceed the Security Deposit the customer will be responsible to settle all additional costs over and above the Security Deposit value within 7 days of your hire end date.

Note: Where the hirer has opted for the Collision Damage Waiver and has complied with its terms stated below (clause 25), the liability excess will be reduced to a maximum £300 (UK travel) or £500 (EU travel) in the event of a Road Traffic Accident (RTA) or collision with another vehicle (see clause 25 for exclusions).

## **16. Use of the Vehicle**

I agree that during the rental period, I will not, and will not allow the Vehicle to be:

- a) Driven otherwise than in a cautious, prudent and normal manner.
- b) Used in a manner which could cause damage.
- c) Driven in a prohibited area or in an area other than the areas indicated to me.
- d) Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law.
- e) Left with the ignition key in the vehicle while it is unoccupied.
- f) Left unoccupied without the steering wheel security lock applied and the TV/DVD/Satellite Navigation Unit covered.
- g) Driven by persons:
  - i) Under the age of 25 years.
  - ii) Who is not authorised by law to drive the Vehicle. Particulars of a proposed licenced driver of the Vehicle are set out under the heading 'Hirer's name/contact' on the Rental Agreement.
- h) Damaged by:
  - i) Submersion in water
  - ii) Contact with Salt Water
- i) Used for any illegal purpose for any race, rally or contest.
- j) Used to tow any vehicle or trailer.
- k) Used to carry passengers or property for hire or reward.
- l) Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this Agreement
- m) Used to carry volatile liquids, gases (other than gas bottles provided by Life's an Adventure Ltd), explosives or other corrosive or inflammable material.
- n) Otherwise used in breach of my obligations under this Agreement.

## **17. Road Restrictions**

- a) All Vehicles may only be driven on sealed/bitumen roads.
- b) I acknowledge that Life's an Adventure 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.

## **18. Alterations to the Vehicle**

I shall not make any alterations or additions to the Vehicle without the prior written consent of Life's an Adventure Ltd.

## **19. Title to Vehicle**

I acknowledge that Life's an Adventure Ltd retains title to the Vehicle and its contents and that I possess the goods as a mere bailee only. I do not have any right to pledge Life's an Adventure Ltd 's 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.

## **20. Smoking**

All Life's an Adventure Ltd motorhomes are non-smoking vehicles. Life's an Adventure Ltd reserves the right to impose additional valeting and/or upholstery cleaning fees and charge demurrage should smoke be detected in the motorhome

## **21. Passengers**

Life's an Adventure Ltd authorises the use of these vehicles up to the stated number of passengers. Each person is to use the safety restraints provided at all times whilst the vehicle is in motion. The Majestic motorhome can carry up to 4 people (including the driver), The Benimar Mileo motorhome can carry up to 4 people (including the driver). The Benimar Tessoro can carry up to 4 people (including the driver) Please see brochure for guidance. Child seats are the responsibility of the hirer to fit themselves. Children up to 12 years of age or 135cm in height, whichever they reach first, must use the correct child restraints appropriate for their weight under UK law.

## **22. Pets**

I will not allow any animals to be carried in the Vehicle, unless otherwise agreed with Life's an Adventure Ltd and the below guidelines adhered to.

You may be permitted to take a maximum of 2 medium sized, well-behaved dogs in the Motorhome providing this has been agreed in writing at the time of booking by Life's an Adventure Ltd.

You must also comply with the following rules at all times during the Hire Period:

- Do not let your dog up onto any soft furnishings in the Motorhome.
- Do not leave your dog unattended/alone at any time in the Motorhome.
- Do not use the motorhome crockery for your dog. Life's an Adventure can provide a Dog Adventure Pack at an additional charge, see Extras, section 7.
- We do not allow dog cages of any description onto our Motorhomes as damage/scratches to woodwork can be expensive to repair.
- Ensure your dog is secured during transit.
- Keep your dog on a lead when in campsites and abide by campsite rules - If your dog fouls an area please be considerate and scoop it up.

If travelling to Europe it is the responsibility of the dog owner / hirer to ensure that you are fully aware of the most recent and up to date travel regulations and legal restrictions for taking a pet abroad.

## **23. Drivers**

- Age limits:
  - Standard insurance: 25 to 72 years.
  - Insurance for drivers under 25's and over 72's. This is by special request and agreement only with Life's an Adventure Ltd & their insurer.

Life's an Adventure Ltd must be notified at the time of booking if any driver be over the age of 72. Additional information will need to be provided. Cover is not guaranteed.

- Maximum of 3 drivers per rental.
- All drivers must have held a valid licence for more than 2 years that entitles them to drive a UK category B vehicle up to 3500kg MAM.
- Driver must be able to demonstrate that they have driven on a regular basis (more than 3 times a week) for at least 2 years and feel confident to drive a vehicle of the dimensions of our largest motorhome which are 7.5m long, 2.3m wide and 2.9m high.
- Drivers holding only an automatic licence cannot hire our manual model motorhomes and this must be declared at the time of booking.



- The hirer and any driver must be able to supply two proofs of address dated with 90 days of the hire start date. One proof must be a utility bill or statement, the other proof must be either a bank/credit card statement, utility bills, tv/phone bills. Unacceptable proofs may prevent hire.
- All drivers must be present at the checkout of the motorhome; no exceptions can be made.
- Production of a full, valid driver's licence, is required from all drivers at the start of the hire. International customers will need to show a valid passport.
- All drivers will be required to provide a DVLA driving summary (or National Insurance number) from the DVLA website no more than 21 days prior to motorhome collection. We are unable to insure you if you have failed to provide this.
- If you have a modern Northern Ireland licence, we require both the photo card and the paper counterpart. Your licence address must be your current home address, if not, then you will need to update your details with the DVLA online.
- All drivers whose licences are issued outside of the EU are required to supply a valid international driving permit alongside your standard licence at the start of hire. This must be issued in the country your standard licence was issued and confirm you are able to drive a UK category B vehicle up to 3500kg MAM.
- Should any driver fail to present all correct documentation and identification on collection of the motorhome, or do not meet the driver requirements stated in the terms and conditions, then Life's an Adventure Ltd will be unable to release the motorhome and no refunds will be given.
- Endorsements on licences: you must declare at the time of booking if there are any endorsements on your licence. Life's an Adventure Ltd can accept up to 6 speeding points that occurred within the last 3 years (charges may apply). For more than 6 points for any conviction other than for speeding, including the following codes: AC, BA, CD, DD, DR, IN, LC, MS, UT, MR AND TT or for any driver disqualification within the last 5 years, Life's an Adventure Ltd may not be able to get cover for.
- Insurance claims: you must declare at the time of booking if you have made or had a vehicle insurance claim made against you within the last 3 years. Life's an Adventure Ltd may not be able to get cover should you have had 2 or more claims within the last 3 years.
- Driver Occupations: you must declare your occupation on the insurance form. Life's an Adventure Ltd may not be able to offer cover for the following occupations:
  - Celebrities
  - Sports personalities
  - Musicians
  - Entertainers
  - Serving foreign armed services personnel/UK based embassy employees
  - Students under the age of 30

Should the driver not disclose that they fulfil one of the above occupations, even in a part time capacity, this will render the Agreement as void and the hirer will be fully liable.

- Drivers are personally liable for all legal penalties (e.g. parking tickets, congestion charges, speeding fines) which are incurred during the period of hire.
- Life's an Adventure Ltd is unable to insure any driver with no fixed abode.

**24. Insurance** (provided all the personal information supplied is correct)

The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the customer (including death or bodily injury to the driver) or cover any personal possessions. In this respect you are advised to take out additional personal holiday/travel insurance for the duration of the hire period. The vehicle insurance is arranged by Liverpool Victoria. The hire rate quoted includes a standard excess of GB £750 per accident or reported incident. In the event of any damage to either the vehicle or third party property, the hirer will be liable for the first GB £750 per claim. Only persons named on the Rental Agreement are insured to drive the vehicle. Please note that no insurance cover (including Collision Damage Waiver) is offered for overhead damage, any damaged deemed as gross negligence, or any internal damages; therefore, the hirer accepts fully liability for these, which is in addition to the standard vehicle excess should that apply. Windscreens, wing mirrors and/or tyre damage are not covered by the standard vehicle insurance.

Life's an Adventure Ltd will be responsible should damage to personal possessions or bodily injury occur (including death) as a result of proven gross negligence on Life's an Adventure Ltd's part i.e. our actions or failure to act. Life's an Adventure Ltd will not be responsible for any loss which is a side effect of the main loss e.g. loss of profits or opportunity. This is separate from the vehicle insurance provided.

**25. CDW Policy**

Collision Damage Waiver (CDW) is charged at £15 per night (Minimum charge term for CDW is 4 nights in winter and 7 nights in the summer to a maximum of 21 nights) and will reduce the £750 excess for damage caused due to a Road Traffic Accident (RTA) or collision (i.e. reported accident) to either the vehicle or third party property to £300 (UK travel) or £500 (EU travel).

CDW does not cover:

- Any damage to the vehicle or third-party property caused through a reversing manoeuvre.
- Any damage deemed as gross negligence.

Examples of gross negligence include (but are not limited to):

- (i) Overhead Damage – for example if you drive into a low bridge or underground car park
- (ii) Damage through smoking in the motorhome – smoking is prohibited in all of our motorhomes.
- (iii) Breakages to fixtures and fittings in the motorhome
- (iv) Putting the wrong fuel in the motorhome
- (v) Contaminating the water tank (e.g. putting diesel in the water tank)
- (vi) Where the vehicle is driven off road or on an unsurfaced road without due care and attention or where the vehicle is driven recklessly.

- The replacement or repair of windows, windscreen, tyres or wheels.
- Damage to the underside of the vehicle.

CDW applies in respect of the first incident and/or claim, not the entire rental duration. Once an accident has occurred CDW cannot be restarted and standard insurance terms will apply.

Any incident must be reported to us within 24 hours otherwise CDW cover will not apply. Should the Terms and Conditions not be adhered to, the CDW will be void and the customer will be liable in full for all costs and damages. Please note that the CDW is completely optional and cannot be taken out on hire day.

The Security Deposit will be used to fund any loss or damage to the afore-mentioned list and full liability will apply. Should these damages exceed the Security Deposit held, the customer will be liable for the total cost including demurrage and the difference will need to be settled within seven days of returning the motorhome.

No insurance cover is offered for any damage deemed as gross negligence, or any internal damages therefore full liability will apply.

## **26. Vehicle Damage - Insurance Cover**

I am aware that:

- The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the customer or their possessions.
- Neither the Standard Insurance nor Collision Damage Waiver covers overhead damage. The hirer will be responsible for the cost to repair all damages.
- I will have to pay an excess for any Insurance claim regardless of which party is at fault for the accident. The insurance excess is £750 per claim, not per rental.
- The excess may be reduced, in most circumstances when a Road Traffic Accident (RTA) has taken place, by taking out our Collision Damage Waiver, terms apply; please see clause 25. If Collision Damage Waiver was accepted by me, it is set out under the 'Insurance Declaration' on the Rental Agreement and an additional premium must have been paid.
- 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.
- I will be responsible for any damage caused through gross negligence and will not be covered by the insurance including Collision Damage Waiver.

## **27. Responsibility When Accident Occurs**

- In the event of any accident, loss or damage arising out of the use of the vehicle, I will:
  - Notify Life's an Adventure Ltd within 24 hours of the happening of the event
  - Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station
  - Complete an accident claim form as supplied
  - If the accident occurs in Europe then in addition you must complete the European accident report form as supplied

- (v) Not make any admission of liability to other parties, settlement offer or other like offer
- (vi) Assist Life's an Adventure Ltd in handling any claim arising from any event including providing all relevant information and attending court to give evidence.
- b) 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, regardless of which party is at fault.
- c) 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.
- d) No Security Deposit or insurance excess will be refunded until claim is settled.

**28. Maintenance**

- a) I shall take all reasonable steps to properly maintain the Vehicle, including checking oil and coolant levels, tyre pressures and batteries.
- b) I acknowledge that Life's an Adventure Ltd will reimburse me for expenditure up to GB £50.00 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 DVD equipment, provided that:
  - (i) I produce relevant receipts
  - (ii) I have received the prior consent of Life's an Adventure Ltd
  - (iii) The damage is not due to my fault or my breach of this Agreement.
- c) Subject to the terms of this Agreement, I will pay for the cost of repairing or replacing tyres damaged during the Rental Period. Life's an Adventure Ltd will reimburse me for expenditure reasonably incurred if:
  - (i) The tyre is defective and is returned by me to Life's an Adventure Ltd for inspection; and
  - (ii) I produce relevant receipts; and
  - (iii) The manufacturer accepts liability under his warranty
  - (iv) Collision Damage Waiver was taken out
- d) I will be liable for any costs associated with the incorrect use of fuel. All Life's an Adventure Ltd motorhomes run on DIESEL.

## **29. Credit and Debit Card Payment**

Visa and MasterCard credit cards only. Please note that a 2.5% charge may be levied to cover banking fees when a credit card is used to make payment.

- a) Life's an Adventure Ltd will accept payment by credit cards approved by Life's an Adventure Ltd.
- b) When payment is paid by credit or debit card, I agree that;
  - i) Life's an Adventure Ltd is irrevocably authorised to complete any documentation and to take any other action to recover from my credit or debit card issuer all amounts due by me pursuant to this Agreement, including but not limited to those outlined in section 13, Rental and other charges.
  - ii) I will not dispute my liability to Life's an Adventure Ltd for any amount due under this Agreement and I shall indemnify and keep indemnified Life's an Adventure Ltd against any loss incurred (including legal costs) by reason of notifying my credit or debit card issuer of such dispute.
  - iii) Life's an Adventure Ltd may process the credit or debit card voucher; in the event that Life's an Adventure Ltd elects to accept payment of the Security Deposit by holding an open security payment, which will be cancelled within 7 days after the completion of the Rental Period, as per clause 15, Security Deposit. I agree that Life's an Adventure Ltd is entitled to recover payment from my credit or debit card issuer pursuant to clause 29, section b, sub-section i & ii, in respect of any amounts due which were not known at the time of cancelling the open security payment.
- c) I acknowledge that all transactions under this agreement are conducted in Pounds Sterling. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against my credit or debit card and the amount refunded within 7 days after the expiration of the rental period. I release Life's an Adventure Ltd from any liability for such variation.

## **30. Payment of Charges, Joint and Several Liability**

All charges and expenses payable by me under this Agreement are due on demand by Life's an Adventure Ltd. If I do not pay all charges on time, I agree to pay interest at 1.5% per month above the base rate as published by Natwest Bank Plc on the outstanding balance and any additional costs incurred by Life's an Adventure Ltd, including reasonable legal fees to recover the outstanding money owed. 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.

## **31. Terminating the Agreement**

I acknowledge that Life's an Adventure 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) Any statement, representation or warranty made by the customer in respect to himself or additional drivers is incorrect.
- d) The Vehicle appears to be abandoned.
- e) The Vehicle is not returned on the agreed return date or Life's an Adventure Ltd reasonably believes that the Vehicle will not be returned on the agreed return date.
- f) Life's an Adventure Ltd considers on reasonable grounds that the safety of passengers or the condition of the Vehicle is in danger.

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.

### **32. Release and Indemnity of Life's an Adventure Ltd**

- a) Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I release Life's an Adventure Ltd, its 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:
  - i) Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose.
  - ii) Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any Life's an Adventure Ltd premises or recovered or handled by Life's an Adventure Ltd.
- b) Subject to any insurance arrangements agreed with Life's an Adventure Ltd, I hereby indemnify and shall keep indemnified Life's an Adventure 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.

### **33. Changes**

Any changes to this Agreement must be in writing and must be signed on behalf of Life's an Adventure Ltd and by me.

### **34. Force Majeure**

We will make every effort to ensure that the reserved motorhome is available for you at the correct time. If, due to circumstances beyond our control, this is not possible and if an alternative or acceptable motorhome is not available our liability is limited to the refunds of all monies paid by you.

### **35. My Warranties**

I warrant that all information supplied by me to Life's an Adventure Ltd in connection with this agreement is true.

### **36. Proper Law**

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

### **37. Data Protection Act**

The information that you have provided to Life's an Adventure Ltd will be used to fulfil this contract placed with us. We will not pass this information onto any other organisation outside this company other than to the DVLA, and our insurer.

**38. 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. Life's an Adventure Ltd reserves the right to add or amend the vehicle specifications and rental charges without prior notice. This Agreement does not affect your statutory rights under civil law.

**By signing this you agree that you have read and accept the above Terms and Conditions and that these along with the Rental Agreement form a legally binding contract between yourself and Life's an Adventure Ltd.**

Last updated 01<sup>st</sup> June 2018

**Driver/Customer One**  
**Signature**

**Name of Customer (Block Capitals)**

**Date**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Driver/Customer Two**  
**Signature**

**Name of Customer (Block Capitals)**

**Date**

\_\_\_\_\_

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