

LAKES MOTORHOME HIRE



TERMS & CONDITIONS OF HIRE

1 THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply Vehicles to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your hire request to us. If you think that there is a mistake in these terms please contact us to discuss. Please note that before paying a hire deposit and therefore confirming a booking, you will be asked to agree to these terms. If you refuse to accept these terms, you will not be able to hire our vehicles.

2 DEFINITIONS

- 2.1 In these terms, the following words have the following meanings:

"Additional Charges" means those charges detailed in clause 12.6.

"Booking" means the booking of the hire of a Vehicle in accordance with these terms and conditions.

"Booking Acknowledgement" means the acknowledgement of your booking request sent to you by email.

"Booking Confirmation" means confirmation of your booking, which is sent to you by email after payment of the Hire Deposit.

"Collection Date" means the date and time the Vehicle is to be collected by you as confirmed in the Booking Confirmation.

"Hire Charges" means our charges for the hire of the Vehicle payable by you to us as specified through the hire process and as confirmed in the Booking Confirmation, excluding the Hire Deposit.

"Hire Deposit" means the payment made to reserve a Booking.

"Hire Period" means the period of hire of the Vehicle commencing on the date you obtain possession of the Vehicle and ending on the earlier of (i) the date you return the Vehicle to our

physical possession in accordance with our instructions; or (ii) the date we repossess or otherwise collect the Vehicle from you.

"Named Driver" means any named driver specified during the hire process who is authorised and insured to operate the Vehicle.

"Return Date" means the date and time the Vehicle is to be returned to our physical possession at the end of the Hire Period as confirmed in the Booking Confirmation.

"Security Deposit" means a deposit against default by you of payment of any Hire Charges, the excess of any insurance policy or any loss of or damage caused to the Vehicle.

"Vehicle" means the vehicle (including any accessories) hired by you as confirmed in the Booking Confirmation.

3 INFORMATION ABOUT US AND HOW TO CONTACT US

3.1 **Who we are.** We are M Jackson and B Armstrong trading as Lakes Motorhome Hire, a partnership established in England and Wales. Our address is Yew Tree House, Dovenby, Cockermouth, Cumbria, CA13 0PN.

3.2 **How to contact us.** You can contact us by telephoning our customer service team at 07377 536559 or by writing to us at info@lakesmotorhomehire.co.uk and Yew Tree House, Dovenby, Cockermouth, Cumbria, CA13 0PN.

3.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

4 OUR CONTRACT WITH YOU

4.1 Our website www.lakesmotorhomehire.co.uk allows you to view vehicle availability, however you can also get this information by calling us on 07377 536559. We cannot guarantee that a vehicle that is listed as available online will be available when you call up to make a booking.

4.2 Once you have decided on the vehicle and hire period you would like, and have read these Terms and Conditions, please telephone us on 07377 536559 and one of our sales advisers will guide you through the steps needed to make a Booking. We will email you a Booking Acknowledgement upon receipt of your request to hire a vehicle.

- 4.3 Our sales adviser will confirm the amount of the Hire Deposit and will request payment of the Hire Deposit by debit or credit card by sending you a link to a secure payment site via WorldPay; alternatively, you can pay via BACS or a cleared cheque if you prefer. We do not accept American Express.
- 4.4 The Hire Deposit is non-refundable and non-transferable and is used to reserve the vehicle for the hire period you have requested. Bookings are not guaranteed until the Hire Deposit has been paid.
- 4.5 In the event that you wish to cancel a Booking after the Hire Deposit has been paid, clause 21 will apply.
- 4.6 **How we will accept your order.** Our acceptance of your order will take place when the Hire Deposit is paid to us in accordance with clause 4.3, at which point a contract will come into existence between you and us.
- 4.7 **If we cannot accept your order.** If we are unable to fulfil your hire request, we will contact you to confirm and suggest alternative booking arrangements. This might be because the vehicle is no longer available on the specific hire period you have requested, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the Vehicle.
- 4.8 Nothing in these terms obliges us to accept any hire request, and we reserve the right to refuse any hire request in our absolute and sole discretion and for any reason (or no reason) at all.
- 4.9 We reserve the right to refuse to hire one of our vehicles to you where the details submitted in your hire request or other information you have provided to us do not match the details/information you provide to us when the Vehicle is collected, where we are not satisfied with the details/information you provide to us or you otherwise have not complied with any of the terms or other requirements of the contract. In such circumstances, we shall be able to terminate the contract immediately without any liability on our part and there shall be no refund of any sums paid by you to us in such circumstances (including the Hire Deposit).
- 4.10 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 4.11 **We only sell to the UK.** Our marketing material is solely for the promotion of our Vehicles in the UK. Unfortunately, we do not accept orders from customers outside the UK.

5 RIGHTS TO MAKE CHANGES

- 5.1 If you wish to make a change to the Vehicle you have requested, the time and/or date stipulated for collection of the Vehicle or any other details please contact us to discuss this change. We will let you know if the change is possible. If it is possible we will let you know about any changes to the cost of hire of the Vehicle, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. We do not however have to accept your requested change.
- 5.2 We may amend these terms from time to time in our absolute and sole discretion.
- 5.3 Every time you hire a vehicle from us, the terms in force at the time of your hire request will apply to the contract between you and us.
- 5.4 If we have to revise these terms as they apply to your Booking, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the contract if you are not happy with the changes proposed.
- 5.5 We may change the Vehicle, the contract between us and you and these terms to reflect changes in relevant laws and regulatory requirements and/or to implement minor technical adjustments and improvements (which will not affect your use of the Vehicle) but, if we do so, we will notify you and explain the effects of these changes before the changes take effect.
- 5.6 In addition, we may make more significant changes to the Vehicle, these terms or the Contract between us and you, but if we do so we will notify you and you may then contact us to cancel the Contract before the changes take effect.

6 VEHICLE COLLECTION

- 6.1 You must collect the Vehicle from us from 33 Derwentside Gardens, Cockermouth, Cumbria, CA13 0JF on the Collection Date.
- 6.2 When collecting the Vehicle, you and each Named Driver must be present in person. If a Named Driver is not present, we will be unable to authorise them to drive the Vehicle during the Hire Period.
- 6.3 When collecting the Vehicle, you must provide, for you and each Named Driver:
- 6.3.1 photocard driving licence or non-photocard driving licence and additional photographic ID (such as in date passport);
 - 6.3.2 two further identification documents, dated within the last 90 days, which show your current address, such as a bank statement and utility bill; and

- 6.3.3 any other information, documentation or other items that we shall specify.
- 6.4 We reserve the right to refuse to hire the Vehicle to you where the correct information, documentation or other items are not provided in accordance with clause 6.3 above. In such circumstances, we shall be able to terminate the contract immediately without any liability on our part. Further, we reserve the right to not refund any sums paid to us by you in such circumstances (including the Hire Deposit (if any)).
- 6.5 You will have the opportunity to inspect the Vehicle when you collect it on the Collection Date. After you have inspected the Vehicle, you will sign a pre-hire agreement (in such form that we shall specify from time to time) that confirms, amongst other things, the condition of the Vehicle and the level of fuel at the Collection Date. You will also be asked to confirm the following:
 - 6.5.1 I am aged between 21 and 75 years old
 - 6.5.2 I have held a full UK licence for at least 2 years
 - 6.5.3 I have not been convicted of a motoring offence in connection with the driving of a motor vehicle or motorcycle and/or had my driving licence endorsed or suspended or more than 6 penalty points imposed
 - 6.5.4 I have not had my insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or had my insurance cancelled or cover cancelled by any Motor Insurer
 - 6.5.5 I am not engaged wholly or partly in professional entertainment or a professional sports person
 - 6.5.6 I am not a jockey or connected with racing, gaming industry or press of any sort
 - 6.5.7 I am not an undergraduate or student under the age of 25
 - 6.5.8 I have not been involved in more than one accident whilst driving in the last 3 years
 - 6.5.9 I am not Foreign Service Personnel (unless with a full UK/EU licence held for two years or more)

7 RISK AND TITLE

- 7.1 The Vehicle shall remain at all times our property. Title in the Vehicle will not pass to you in any circumstance, nor will you have any right, title or interest in or to the Vehicle, save for the right to possession and use of the Vehicle subject to the contract.
- 7.2 The risk in the Vehicle shall pass to you at the start of the Hire Period. You will be liable for any loss, theft, damage or destruction of the Vehicle during the Hire Period and until the Vehicle has been returned to our physical possession in accordance with our instructions.

7.3 You shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on, hire or otherwise part or attempt to part with personal possession of or otherwise deal with the Vehicle.

8 AGE RESTRICTIONS

8.1 You must be between 21 and 75 years old in order to make a hire request or otherwise hire a vehicle from us.

8.2 In all cases, each and every Named Driver must be at least 21 years old and at most 75 years old.

9 LICENCES

9.1 Each Named Driver must have held a full and appropriate permanent drivers licence for at least 2 years which entitles the driver to drive the Vehicle.

9.2 We accept permanent licences issued in the UK, EU, USA, Canada, Australia and New Zealand.

9.3 The licence of each Named Driver must be sufficient as to enable the driver to drive a UK Category B vehicle.

9.4 If you only hold an automatic licence you must declare this at the time of booking. Drivers that hold an automatic licence may only hire automatic models.

9.5 Should you breach any of the requirements under this clause 9, we reserve the right to cancel your booking, in which case clause 22 will apply.

10 VEHICLES

10.1 The images of our vehicles on our site are for illustrative purposes only. Although we have made every effort to display our vehicles accurately, we cannot guarantee that a device's display of our vehicles is accurate. The Vehicle may vary slightly from those images.

10.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, capabilities, dimensions and measurements indicated on our website are approximate only.

10.3 The Vehicle is hired subject to it being available for the Hire Period. We will not be liable for any loss suffered by you as a result of the Vehicle being unavailable for hire during the Hire Period.

10.4 All of our Vehicles are non-smoking vehicles. We reserve the right to impose Additional Charges for valeting or upholstery cleaning in light of the evidence of smoking inside the Vehicle.

- 10.5 For the avoidance of doubt, it is your responsibility to supply and fit any child car seats that are required.
- 10.6 Should any defect occur in the Vehicle, other than one for which you were responsible, we will at our option either replace or repair the Vehicle (at no charge to you) as soon as is reasonably practicable. We shall not replace, repair or service any Vehicle until all outstanding Charges have been paid in full and cleared funds.

11 HIRE PERIOD

- 11.1 You shall hire the Vehicle from us for the Hire Period subject to the contract. The Hire Period will be set out in the Booking Confirmation or otherwise agreed between us and you in writing.
- 11.2 The Hire Period shall immediately come to an end on termination of the contract for any reason.
- 11.3 We shall not, other than in the exercise of our rights under the contract or applicable law, interfere with your quiet possession of the Vehicle.

12 HIRE CHARGES, ADDITIONAL CHARGES AND DEPOSITS

- 12.1 You shall pay to us in accordance with these Terms:
- 12.1.1 the Hire Deposit;
 - 12.1.2 the Hire Charges;
 - 12.1.3 the Security Deposit;
 - 12.1.4 any Additional Charges; and
 - 12.1.5 any other amount due to us by you under these terms, together the "**Charges**").
- 12.2 You shall pay the Hire Deposit notified at the time of booking. Your booking is not guaranteed until the Hire Deposit has been paid.
- 12.3 You shall pay the Hire Charges to us at least six weeks before the Collection Date.
- 12.4 If, at the time of booking, the Collection Date is within six weeks, the Hire Deposit and the Hire Charges must be paid upon booking.
- 12.5 We accept payment via major credit and debit cards, excluding American Express, and by bank transfer. Payments for the Security Deposit must be made by debit or credit card via WorldPay PayByLink, BACS or cleared cheque. If you wish to make a payment, please contact our customer service team on 07377 536559.

Additional Charges

- 12.6 Additional Charges include, but are not limited to:
- 12.6.1 charges for replacing the full lock set in the Vehicle as a result of lost keys;
 - 12.6.2 late return fees in accordance with clause 15;
 - 12.6.3 fees relating to fines and penalties (in accordance with clause 18);
 - 12.6.4 cleaning fees (if the Vehicle is not returned in the same condition it was in before the start of the Hire Period);
 - 12.6.5 fees relating to a failure to empty the chemical toilet cassette or waste water tank;
 - 12.6.6 fees for refuelling if you do not return the Vehicle to us with a full tank of fuel; and
 - 12.6.7 administration fees in relation to any Additional Charges or non-payment of any Charges.
- 12.7 Any payment requested by us must be paid within the timeframe stipulated on the invoice or the correspondence requesting payment. If no timeframe is stipulated, payment must be made within 30 days of the date of the invoice or correspondence.
- 12.8 Payment should be made in full and cleared funds to the bank account nominated by us in writing or stated on the invoice. Payment shall not be deemed to be made until we have received cleared funds in respect of the full outstanding amount.
- 12.9 You shall pay all sums due to us under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies except as required by law. We may, without limited our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.
- 12.10 In the event that you fail to make payment in full on the due date of any charges due under the Contract, we may charge you interest (both before and after Judgment) and late payment compensation on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended by the Late Payment of Commercial Debt Regulations 2002 and the Late Payment of Commercial Debt Regulations 2013.

Security Deposit

- 12.11 The amount of Security Deposit payable will be advised to you prior to you making a Booking.
- 12.12 The Security Deposit must be paid to us no later than 7 days before the Collection Date.
- 12.13 If you fail to make payment of any Charges, or cause any damage or loss to the Vehicle, we reserve the right to apply the Security Deposit against such default, loss or damage as set out in clause 17.2.

12.14 Provided that there are no outstanding insurance claims, nor any outstanding costs that we are entitled to deduct from the Security Deposit in accordance with clauses 17.2 and 17.3 the balance of the Security Deposit, if any, will be refunded to you within 14 days of the end of the Hire Period.

12.15 In the event that there are outstanding insurance claims or outstanding costs that we are entitled to deduct from the Security Deposit in accordance with clauses 17.2 and 17.3, we shall return the balance of the Security Deposit to you within 14 days after the outstanding insurance claims have been settled and the sums we are entitled to deduct in accordance with clauses 17.2 and 17.3 have been deducted.

13 YOUR OBLIGATIONS

13.1 You, and each Named Driver, shall:

- 13.1.1 keep and maintain the Vehicle in safe custody at your own risk during the Hire Period;
- 13.1.2 keep the Vehicle maintained in good condition until returned to us;
- 13.1.3 not dispose of or use the Vehicle other than in accordance with our written instructions or authorisation;
- 13.1.4 not give, nor attempt to give, anyone legal rights over the Vehicle;
- 13.1.5 always drive the Vehicle using reasonable skill and care and in accordance with the applicable road use rules and laws;
- 13.1.6 ensure that the Vehicle is only driven by a Named Driver at all times;
- 13.1.7 not use the Vehicle in any competitive racing of any kind;
- 13.1.8 not use the Vehicle outside of the United Kingdom and the European Union;
- 13.1.9 not leave the Vehicle open whilst it is unoccupied;
- 13.1.10 not leave the keys to the Vehicle in the ignition whilst the Vehicle is unoccupied;
- 13.1.11 ensure that any information that you supply to us is complete and accurate;
- 13.1.12 co-operate with us in all matters relating to the Vehicle and the contract generally;
- 13.1.13 provide us with such information and materials as we may reasonably require to perform all of our obligations under the contract, and ensure that such information is accurate in all material respects; and
- 13.1.14 obtain and maintain all necessary licences, permissions and consents which may be required for the use and operation of the Vehicle.

14 RETURN OF THE VEHICLE

14.1 You will remain liable for the Vehicle and must comply with these terms until the Vehicle has been returned to our physical possession after the Hire Period has come to an end.

14.2 You must return the Vehicle:

- 14.2.1 in the same condition as stated in the vehicle inspection sheet completed at the Collection Date, fair wear and tear excepted;
- 14.2.2 with a full tank of fuel (see clause 16); and
- 14.2.3 with an empty water waste and chemical toilet cassette.

14.3 If you fail to return the Vehicle in the condition required by this clause 14, we will raise Additional Charges as set out in clause 12.

14.4 Unless otherwise agreed in advance by us in writing, you must return the Vehicle to such location and at such time on the Return Date as set out in the Booking Confirmation.

14.5 If you wish to return the Vehicle outside of the time as agreed by us, this must be agreed with us prior to the commencement of the Hire Period.

15 LATE RETURN

15.1 In the event that you do not return the Vehicle at the end of the Hire Period, you will be charged a late return fee equal to the daily hire rate plus an administration fee of £25 per day until the Vehicle is returned to our physical possession, control or custody.

16 FUEL

16.1 All vehicles leave our premises with a full tank of fuel. You must return the Vehicle with a full tank of fuel.

16.2 In the event that you do not return the Vehicle with a full tank of fuel, you shall pay the cost of any additional fuel so that the fuel tank is full.

16.3 The cost of such additional fuel is a refuelling charge of £25, plus:

- 16.3.1 £50 where the tank is returned half full or less; or
- 16.3.2 £25 where the tank is returned over half full.

17 DAMAGE, FAULT, THEFT AND LOSS

17.1 You shall inform us immediately if the Vehicle is damaged, develops a fault, is lost or is stolen.

17.2 You irrevocably authorise us to deduct from the Security Deposit:

- 17.2.1 any Charges that you fail to make payment of;
- 17.2.2 the excess payable under the insurance policy;
- 17.2.3 any other charges payable by you to us arising out of or in connection with this agreement.

- 17.3 You irrevocably authorise us to deduct from the Security Deposit, insofar as any of the below deductions have not been recovered under the insurance policy as set out at clause 19:
- 17.3.1 the cost of any repair and/or cleaning work required to return the Vehicle to the condition it was in at the Collection Date;
 - 17.3.2 where the Vehicle is lost, stolen and/or damaged beyond economic repair during the Hire Period, the costs of the replacement of the Vehicle on a new for old basis;
 - 17.3.3 where the Vehicle is lost or stolen during the Hire Period, all costs we incur in tracking and recovering the lost or stolen Vehicle; and;
 - 17.3.4 any other charges payable by you to us arising out of or in connection with this agreement.
- 17.4 If the Vehicle is damaged, or develops a fault, during the Hire Period, you must do all things reasonably necessary to allow us to repair or recover the Vehicle.
- 17.5 If the Vehicle is subject to a claim in relation to an accident or incident during the Hire Period, you must deliver to us all documents received by you in relation to the claim, and provide all assistance as is reasonably required by us in relation to defending or investigating any claim.
- 17.6 In the event that the Vehicle is stolen, you shall supply us with the police crime reference number.
- 17.7 You remain responsible for any additional costs over and above the Security Deposit should the damage, costs and charges incurred by us and payable by you exceed the amount of the Security Deposit and we shall be able to invoice you for such amount at any time.
- 17.8 You agree to pay any amount due to us in accordance with clause 17.7 within 28 days of demand.

18 FINES, TOLL CHARGES AND CONGESTION CHARGES

- 18.1 You remain liable for all fines, fixed penalty charges, toll charges and congestion charges incurred by you or any Named Driver during the Hire Period, including any further costs or fees in relation for failure to pay any such fine or charge.
- 18.2 In the event that we receive a penalty charge notice that is issued for the Vehicle during the Hire Period, and that penalty charge notice is capable of being paid, we reserve the right to pay it and recover the money from you so as to mitigate the cost of it. This is entirely at our discretion and ultimately you will remain liable for all fines, penalty charges, toll charges and congestion charges incurred during the Hire Period.
- 18.3 In the event that we make payment in accordance with clause 18.2 above, we reserve the right to deduct this amount from the Security Deposit. In the event that the charges exceed the Security

Deposit, or are paid after the Security Deposit has been refunded to you, you shall pay to us all other charges with 14 days of the date of demand.

19 INSURANCE

19.1 The Vehicle is insured by Liverpool Victoria for damage to the Vehicle and damage to third parties. It does not include personal injury to the driver or insurance for any of your personal possessions amongst other things. Please see the insurance policy for further details.

19.2 It is entirely your responsibility to insure for anything that is not covered by our insurance policy, such as cancellation and loss of personal possessions, if you so choose.

19.3 You agree to be bound by the terms and conditions of the insurance policy, which will be provided to you prior to the Hire Period.

19.4 You must declare at the time of booking if you have made or had any vehicle insurance claims made against you within the last five years. If you fail to provide this information, you may not be able to be insured and we may cancel the booking, in which case clause 22 will apply.

19.5 You must declare to us at the time of your hire request:

19.5.1 whether you or any Named Driver has any endorsements on their licence;

19.5.2 whether you or any Named Driver has, whilst driving, been involved in one or more accidents during the past 3 years;

19.5.3 whether you or any Named Driver has ever been convicted of an offence in connection with the driving of a motor vehicle or motorcycle; and

19.5.4 whether you or any Named Driver has had insurance declined, insurance renewal refused, special insurance terms imposed as a result of claims experience or insurance cover cancelled by any motor insurer; and

19.5.5 the profession of each Named Driver.

19.6 You must, between 7 days and 14 days before the commencement of the Hire Period, provide to us the following information for each Named Driver:

19.6.1 driving licence number; and

19.6.2 DVLA check code obtained no earlier than 21 days before the commencement of the Hire Period.

A DVLA check code can be obtained by visiting <https://www.gov.uk/view-driving-licence>. You will need your driving licence number, national insurance number and postcode in order to obtain the code. We will use the information set out in 19.6.1 and 19.6.2 to verify your driving licence information with the DVLA, which is a requirement of our insurance policy. The code will expire after 21 days, therefore please do not obtain this code earlier than 20 days before the commencement of the Hire Period.

19.7 Should you fail to disclose the information as set out in clause 19.5, or should the DVLA check reveal any information that you have failed to disclose, or should any of the information prove to be false, we reserve the right to cancel your booking, in which case clause 22 will apply.

20 LIMITATION OF LIABILITY

20.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

20.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

20.3 We only supply the Vehicle for domestic and private use. If you use the Vehicle for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

20.4 If the performance of any of our obligations under the contract is prevented or delayed by any act or omission or failure to perform any relevant obligation by you or any Named Driver, including, but not limited to, the obligations listed in clause 13, we shall have the right to suspend performance of the contract.

20.5 These Terms do not affect any of your statutory rights where you are a person dealing as a consumer. Any clause which would otherwise exclude or restrict your rights as a consumer will, to that extent, have no force or effect.

21 CANCELLING THE CONTRACT

21.1 You may cancel the contract on or before the Collection Date.

21.2 If you cancel the contract before the date that is six weeks before the Collection Date, we will refund to you all sums paid by you to us, other than:

21.2.1 the Hire Deposit; and

21.2.2 any credit or debit card fees paid by us.

21.3 If you cancel the contract between six weeks and 30 days before the Collection Date, we will refund to you 50% of the Hire Charges paid (excluding the Hire Deposit and any credit or debit card fees paid by us, which we shall be entitled to retain in full).

- 21.4 If you cancel the contract at least 14 days before the Collection Date, we will refund to you 25% of the Hire Charges paid (excluding the Hire Deposit and any credit or debit card fees paid by us, which we shall be entitled to retain in full).
- 21.5 If you cancel the contract less than 14 days before the Collection Date, no refund will be due of any sum paid by you to us.
- 21.6 In the event that we notify you that the price of hire was incorrect, you may cancel the contract:
- 21.6.1 within 14 days of notification of the change of price (if the Hire Period is due to start within 14 days or more); or
 - 21.6.2 at any time before the start of the Hire Period (if the Hire Period is due to start within less than 14 days).
- 21.7 In the event that you cancel the contract in accordance with clause 21.6, we will refund to you all sums paid by you to us, including the Hire Deposit.

22 TERMINATING THE CONTRACT

- 22.1 Without affecting any other right or remedy available to us, we may terminate the contract with immediate effect by giving written notice to you if:
- 22.1.1 you fail to pay any amount due under the contract on the due date for payment;
 - 22.1.2 you commit a material breach of any other term of the contract, which is irremediable or, if such breach is remediable, you fail to remedy that breach within a period of 5 days after being notified in writing to do so;
 - 22.1.3 you repeatedly breach any of the terms of the contract in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of the contract;
 - 22.1.4 the Vehicle is not returned to us at the end of the Hire Period; and
 - 22.1.5 we discover that information you have provided to us is incorrect (including, but not limited to, details of driving licences, endorsements and the insurance history of any Named Drivers).
- 22.2 Without prejudice to any of our other rights and remedies, upon termination of the contract in accordance with this clause 22, you shall pay to us on demand:
- 22.2.1 all Charges and other sums due but unpaid at the date of such demand, together with any interest accrued pursuant to clause 12.10; and
 - 22.2.2 any costs and expenses incurred by us in recovering the Vehicle and/or in collecting any sums due under this contract (including any storage, insurance, repair, transport, legal and remarketing costs).

22.3 Upon termination of this agreement pursuant to 22.1, any other repudiation of this agreement by you which is accepted by us, without prejudice to any other rights or remedies we may have, you shall pay us on demand (or, we shall be entitled to retain where payment has already been made to us) a sum equal to the whole of the Hire Charges that would (but for the termination) have been payable if the Contract had continued from the date of such demand to the end of the Hire Period, less a discount for accelerated payment at a percentage rate determined by us, and our reasonable assessment of the market value of the Vehicle.

22.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.

23 IF THERE IS A PROBLEM WITH THE VEHICLE

23.1 **How to tell us about problems.** If you have any questions or complaints about the Vehicle, please contact us. You can telephone our customer service team at 07377 536559 or write to us at info@lakesmotorhomehire.co.uk or Yew Tree House, Dovenby, Cockermouth, Cumbria, CA13 0PN.

23.2 The Vehicle is covered by Fiat Camper roadside assistance, which covers any Vehicle in the UK or EU. If you encounter a problem during the Hire Period, please contact our customer service team on 07377 536559 who will be able to provide further guidance.

24 DATA PROTECTION

24.1 We will use the personal information you provide to us:

24.1.1 to supply the Vehicle to you;

24.1.2 to process your payment for the hire of the Vehicle; and

24.1.3 if you agreed to this during the order process, to inform you about similar vehicles and services that we provide, but you may stop receiving these at any time by contacting us.

24.2 We may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

24.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

25 CONSUMER CREDIT ACT

- 25.1 Hire of Vehicles to individuals or partnerships of 3 individuals or less (or other unincorporated body of individuals) shall not be for a period in excess of 3 months. You shall return the Vehicle to us on or before the last day of such three month period.
- 25.2 If you are an individual or a partnership of 3 individuals or less (or other unincorporated body of individuals) and we (in exceptional circumstances) agree to a contract in excess of 3 months then the Contract will be subject to the Consumer Credit Act 1974 and clauses 25.3 to 25.6 inclusive will apply.
- 25.3 The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when the Contract was made. If they were not, we cannot enforce the Contract against you without first obtaining a court order.
- 25.4 For further information about your statutory rights under the Consumer Credit Act 1974 and other relevant legislation, contact your local Trading Standards office or Citizens' Advice Bureau.
- 25.5 Missing payments could have severe consequences and may make obtaining credit more difficult.
- 25.6 If you have a complaint please contact us and we will supply you with a copy of our complaints handling procedure. Once you have issued a formal complaint in line with the procedure, we will respond as soon as possible and in any event within eight weeks of receiving your complaint. If you are dissatisfied with our response you may refer your complaint to the Financial Ombudsman Service within six months of the date of our final response.

26 OTHER IMPORTANT TERMS

- 26.1 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it. In the event that we do so we will refund to you any payment made in advance of the Hire Period.
- 26.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if we reasonably believe that the person to which you wish to transfer your obligations will not be able to fulfil the obligations to be transferred.
- 26.3 No other person shall have any rights to enforce any of its terms. Neither of us will need to get the contract of any other person in order to end the contract or make any changes to these terms.

- 26.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 26.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Vehicle, we can still require you to make the payment at a later date.
- 26.6 These terms are governed by English law and you can bring legal proceedings in respect of the hire of the Vehicle in the English courts. If you live in Scotland you can bring legal proceedings in respect of the hire of the Vehicle in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the hire of the Vehicle in either the Northern Irish or the English courts.