



# RENTAL TERMS AND CONDITIONS

## *Sunnybank Motorhome Hire*

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Please read this agreement carefully and contact SMH for further information if required.

## I. DEFINITIONS

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<b>“Agreement”</b>	means the agreement which is formed between SMH and the Hirer in accordance with clause 2.2, including the Order Form, the Insurance Proposal Form and these Terms.
<b>“Collection Location”</b>	means the location specified in the Reservation Form.
<b>“Booking Deposit”</b>	means the payment made in accordance with clause 2.1.2 to secure a booking.
<b>“Equipment”</b>	includes but is not limited to chairs, mattresses, bedding, TV, DVD player, microwave, fridge, oven, crockery, cutlery, kettle, toaster, cooking utensils. A full list of equipment relevant to the Vehicle is provided upon booking.
<b>“Hirer”</b>	means the customer(s) that is first named on the Reservation Form.
<b>“Insurance Company”</b>	means the insurance company providing insurance identified in the insurance proposal form completed at the time of collection of the vehicle.
<b>“Pick-Up Date”</b>	means the date specified on the Reservation Form.
<b>“Reservation Form”</b>	means the document submitted by the Hirer that specifies the details of the hire arrangement.
<b>“Rental Period”</b>	means the length of time that the Hirer is entitled to use the Vehicle as stated on the Reservation Form.
<b>“Security Deposit”</b>	means the monies held as security by SMH in relation to the hire of the Vehicle, in accordance with clause 4.
<b>“SMH”</b>	means Sunnybank Motorhome Hire, being a partnership between Wayne Brookes and Hayley Brookes trading from Sunnybank Farm Barn, Whitley lane, Southowram, Halifax, HX3 9TF.
<b>“Terms”</b>	means these Rental Terms and Conditions.
<b>“Vehicle”</b>	means the motorhome that is stated in the Reservation Form including all tyres, awnings, tools, accessories, belongings and equipment that are supplied with the Vehicle or any substitute vehicle provided by SMH at their discretion.

## 2. BOOKINGS & DEPOSITS

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- 2.1. A booking is placed once SMH receives the following:
  - 2.1.1. a Reservation Form completed and signed by the Hirer;
  - 2.1.2. a booking deposit of £250 ("**Booking Deposit**") or payment in full where the booking is within four (4) weeks of the agreed Pick Up Date for the Vehicle;
  - 2.1.3. all forms of identification and paperwork as listed in clause 5.
- 2.2. Once the booking has been accepted by SMH, SMH will send a confirmation email to the Hirer ("**Booking Confirmation**"), at which point the Agreement between SMH and the Hirer is formed.
- 2.3. Sometimes SMH rejects a request for reservation of a Vehicle, for example, because the Vehicle(s) are not available on the Hirer's suggested dates, because a credit reference SMH has obtained is unsatisfactory, because the Hirer has failed to meet the identification requirements in clause 5, because the Hirer is located outside of the UK.
- 2.4. If SMH does not accept the Hirer's reservation for whatever reason, the Hirer will be refunded any sums already paid.
- 2.5. For any booking made less than four (4) weeks before collection date, the full balance is payable to confirm the booking.
- 2.6. Settlement of any remaining balance is due four (4) weeks before collection date. Vehicles will not be released without full payment being completed.
- 2.7. SMH reserves the right to cancel the booking if full payment has not been received four (4) weeks prior to collection of the Vehicle.
- 2.8. The Agreement between us includes:
  - 2.8.1. the Reservation Form;
  - 2.8.2. these Terms; and
  - 2.8.3. the Insurance Proposal Form.
- 2.9. In the event of any conflict between the documents listed in clause 2.8, the order of precedence will be the order in which they are listed in clause 2.8.

## 3. CHARGES AND PAYMENT

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- 3.1. The prices for hire of a vehicle are calculated using SMH's current price list available on SMH's website, depending on the Rental Period and vehicle type (the "**Hire Charge**"), and will be confirmed to the Hirer in the Booking Confirmation.
- 3.2. All rates quoted include:

- 3.2.1. Unlimited mileage but Hirer has responsibility for all fuel costs;
  - 3.2.2. UK standard vehicle insurance (See clause 7);
  - 3.2.3. UK Standard breakdown cover (see clause 9).
- 3.3. If VAT has been applied in the calculation of the Hire Charge and the rate of VAT changes between the date of the order and the Rental Period, SMH will adjust the rate of VAT that the Hirer pays, unless the Hirer has already paid in full before the change in the rate of VAT takes effect.
- 3.4. Payments can be made by the following methods:
  - 3.4.1. Bank transfer;
  - 3.4.2. Debit Card;
  - 3.4.3. Credit Card (MasterCard or Visa Card Only);
  - 3.4.4. Cash (UK – Pound Sterling only).
- 3.5. Cheques will not be accepted.
- 3.6. The Hirer is responsible for paying the following charges:
  - 3.6.1. the Hire Charge any other charges shown on the Hirer's Booking Confirmation;
  - 3.6.2. the Security Deposit;
  - 3.6.3. a refuelling service if the Vehicle is returned to SMH without the agreed amount of fuel shown on the Booking Confirmation (usually a full tank).
- 3.7. Charges for refuelling are:
  - 3.7.1. £50 per  $\frac{1}{4}$  Tank.
  - 3.7.2. £100 per  $\frac{1}{2}$  Tank.
  - 3.7.3. £150 per  $\frac{3}{4}$  Tank.
  - 3.7.4. £200 per full Tank.

In each case together with VAT, if applied, at the applicable rate.
- 3.8. The Hirer will additionally be responsible for the following costs (to the extent that such are incurred):
  - 3.8.1. a cleaning fee of £50 if the toilet cassette is not emptied and returned in clean condition;
  - 3.8.2. all costs relating to any damage caused by pets;
  - 3.8.3. all cost relating to damage of the Vehicle and Equipment both internally and externally in any form and any third-party property;
  - 3.8.4. all costs related to replacing keys or any security device, including access and re-entry costs for the Vehicle;
  - 3.8.5. all parking fines, congestion charges or any other fines or penalties in relation to the Vehicle during the Rental Period;
  - 3.8.6. a charge of £50 per hour is applied for late returns, if the Vehicle is not returned at the agreed time.
- 3.9. The Hirer is liable for the daily rental rate (as calculated in accordance with clause 3.1) for any period the Vehicle is not suitable for hire; for example, the Vehicle requires accident damage repairs.

## 4. SECURITY DEPOSIT

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- 4.1. The Hirer will need to pay the Security Deposit upon collection. Please see clause 3.4 for payment methods.
- 4.2. Vehicles will not be released until SMH has received the standard Security Deposit of £1,000.
- 4.3. A Security Deposit is pre-authorised on a credit or debit card when the Hirer collects the motorhome.
- 4.4. The card should be in the lead driver's name (as specified on the Reservation Form) and the amount will be pre-authorised immediately.
- 4.5. On taking delivery of the Vehicle, the Hirer irrevocably authorises SMH to deduct from the Security Deposit any amounts due to them arising out of this Agreement.
- 4.6. The Security Deposit will be released (minus any costs incurred if applicable) within 14 working days of the Vehicle being returned to the Hire Location, provided there are no damages or outstanding fines and/or insurance claims.

## 5. IDENTIFICATION REQUIRED

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- 5.1. The following identification is required for the Hirer and if relevant an additional driver(s) listed on the Reservation Form.
  - 5.1.1. A valid UK drivers licence with DVLA check code;
  - 5.1.2. A utility bill – Not older than 90 days (Must show address);
  - 5.1.3. A bank statement – Not older than 90 days (Must show address).
- 5.2. Where the Hirer presents a photocard GB licence SMH requires the photocard and the driver's NI (National Insurance) number to check their licence details on the DVLA's online system. SMH is unable to insure any person if SMH has been unable to check their licence details with DVLA.
- 5.3. The utility bill and the bank statement can be printed from online accounts, but the addresses must match that of the Hirer and listed driver(s) on the Reservation Form for proof of address.
- 5.4. A mobile phone bill is not acceptable.
- 5.5. Should any driver fail to present all correct documentation and identification on collection of the motorhome in accordance with clause 5.1, SMH will be unable to release the motorhome, and no refunds will be given.

## 6. DRIVERS AND LICENCES

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- 6.1. No person other than the drivers listed on the Reservation Form may drive the Vehicle.
- 6.2. All drivers must be present at checkout of the Vehicle. No exceptions can be made.
- 6.3. Drivers must be over 30 and under 79 years of age and have held a full driver's licence for a least 3 years. (Drivers that fall outside these age categories may be considered after obtaining approval from the Insurance Company).
- 6.4. The address on the Hirer's licence must match that on the Reservation Form.
- 6.5. The driver named on the Reservation Form and the Insurance Proposal must ensure they hold the correct entitlement to drive the Vehicle.
- 6.6. Any driver must declare at the time of booking if they have any endorsements on their licence. SMH can accept up to 6 speeding points per driver (Subject to Insurance Company approval).
- 6.7. SMH is unable to obtain cover for any driver with more than 6 points or any form of disqualification.
- 6.8. Drivers are personally liable for all legal penalties (e.g.: parking tickets, congestion charges, speeding fines) which are incurred during the Rental Period.
- 6.9. SMH is unable to insure any driver with no fixed abode.
- 6.10. Drivers holding only an automatic licence are not permitted to drive manual gear models. This must be declared at the time of booking.

## 7. INSURANCE

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- 7.1. Fully Comprehensive Vehicle insurance is included within the Hire Charge and covers the whole of the UK.
- 7.2. It is recommended that the Hirer and/or passengers take out their own personal travel insurance.

## 8. TRAVELLING WITHIN THE EU

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- 8.1. If the Hirer would like to travel within Europe SMH can arrange this.
- 8.2. The Hirer must inform SMH at the time of booking that they wish to travel overseas.



- 8.3. It is mandatory that the Hirer has European Vehicle insurance, which is charged at an additional £15 per night and is subject to approval by SMH's Insurance Company.
- 8.4. The minimum term for European cover is 7 days.
- 8.5. The following countries are covered by the European insurance: Austria, Belgium, Denmark, Finland, France, Germany, Italy, Luxembourg, Netherlands, Norway, Portugal, Republic of Ireland, Spain, Sweden and Switzerland. Please check your route carefully and stay within these countries.
- 8.6. The Hirer does not have permission to take the Vehicle to any country outside of the UK that is not on this list.

## **9. BREAKDOWN COVER & ACCIDENTS**

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- 9.1. All SMH's vehicles are covered with 24/7 Breakdown, Recovery and Rescue.
- 9.2. In the unlikely event of a breakdown, see "Breakdown Procedure" in the vehicles Information folder which is provided to the Hirer when they pick up the Vehicle for details on how to proceed.
- 9.3. In the event of an accident, the safety of all passengers is paramount. Emergency services should be called first, if necessary and the accident dealt with in the necessary manner. Only after everyone involved in the accident is safe should the Hirer contact SMH on 07759456440 as per the instructions provided at the point of handover.
- 9.4. Regardless of how minor the incident, the full details of anyone involved must be noted down in the accident report form, which is kept in the Vehicle. This is the responsibility of the Hirer.
- 9.5. The Hirer is provided with a first aid kit, a fire extinguisher and a fire blanket. The Hirer is required to notify SMH if any of these items are used so that they can be replaced.
- 9.6. In the event of an accident affecting the Vehicle, SMH reserves the right to suspend repayment of the Security Deposit until any claim is settled by insurers. Additionally, SMH may reduce the amount of the Security Deposit returned by any deductible costs incurred as a result of the accident, to the extent that the Hirer fails to meet such costs directly upon demand to do so.

## **10. PASSENGERS**

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- 10.1. SMH authorises the use of the Vehicle up-to the number of passengers stated in the Reservation Form.



- 10.2. SMH's Vehicles are fitted with three-point seatbelts. These are to be worn at all times when the Vehicle is in motion and/or on public roads. Each person is to use the safety restraints provided at all times whilst the Vehicle is in motion.
- 10.3. Appropriate car seats must be used for children in accordance with the law. It is the responsibility of the Hirer to fit any car seats themselves. By UK law children up-to the age of 12 or 135cm in height (whichever reached first) must use the correct restraints appropriate to them.

## 11. ANIMALS

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- 11.1. SMH accepts up to 2 small dogs or 1 medium dog.
- 11.2. There is a charge of £25 per pet (dogs only accepted) for the duration of the Rental Period, which will be added to the Hire Charge.
- 11.3. Dogs are not permitted on beds, sofas or soft furnishings any extra cleaning or damage will incur extra charges.
- 11.4. Pets must not be left unattended at any time inside the vehicle (NO EXCEPTIONS)

## 12. SMOKING

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- 12.1. All Vehicles are strictly non-smoking and non-vaping.
- 12.2. SMH reserves the right to impose additional upholstery cleaning fees should smoke be detected in the Vehicle.
- 12.3. An immediate charge of £250 will be taken from the Security Deposit if the smell of cigarette or cigar smoke is detected in the Vehicle upon its return.

## 13. COLLECTION AND RETURN

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### 13.1. Collection

- 13.1.1. Collection times are between 2.00pm and 5.00pm on the specified Pick Up Date specified in the Reservation Form.
- 13.1.2. When the Hirer is collecting the Vehicle, please allow 1 hour for the handover procedure at the Hire Location. This will consist of time to

complete any remaining documentation and a demonstration of the Vehicle.

- 13.1.3. At collection time all drivers must be present and bring with them a full driver's license showing they have the correct entitlement to drive this Vehicle. Copies of driving licences will not be accepted.
- 13.1.4. Vehicles will not be released without payment of the Security Deposit (see section 4).
- 13.1.5. SMH has the right to refuse to hand over a Vehicle to any person who, in the Company's reasonable opinion, is not suitable to take charge. In such cases, no refund of the Hire Charge will be made by SMH who will have no further liability.

## **13.2. Return**

- 13.2.1. Return times are between 9.00am and 11.00am on the Hirer's agreed return date.
- 13.2.2. Vehicles must be returned undamaged, with a full tank of diesel, empty wastewater and toilet cassette and the interior clean and in the same condition as when it left the depot, otherwise a charge will be made for additional valeting and/or upholstery cleaning.
- 13.2.3. If the Hirer will be late returning the Vehicle, they must notify SMH immediately. Failure to advise may result in prosecution for driving whilst uninsured.
- 13.2.4. An additional charge of £50.00 per hour will be payable for all late returns.

## **14. SMH'S RESPONSIBILITIES**

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- 14.1. SMH will identify and tell the Hirer about any existing damage to the Vehicle before the Hirer's Rental Period begins.
- 14.2. SMH will ensure the Vehicle is roadworthy and suitable for the Hirer to use at the start of the Rental Period.
- 14.3. SMH accept no responsibility for delays and/or consequential losses from breakdown or from any other circumstances arising in connection with the hire and use of a Vehicle.
- 14.4. If for any reason the Vehicle shall become un-roadworthy for whatsoever reason SMH will endeavour, but does not guarantee, to replace the Vehicle with a suitable alternative vehicle.
- 14.5. Should an on-board system fail during the Rental Period SMH will make every effort to remedy the fault during the Rental Period. In some circumstances, this may not be possible, and SMH 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.

- 14.6. In the case of winter hire, SMH 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.
- 14.7. A full and up-to date list of Equipment that each vehicle is supplied with is available on SMH's website.

## **15. THE HIRERS RESPONSIBILITIES**

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- 15.1. The Hirer must inspect the Vehicle and any Equipment that SMH provides before the Hirer takes a the Vehicle. If the Hirer is not satisfied with the Vehicle or does not think the condition of the Vehicle is suitable for hire, the Hirer should let SMH know immediately.
- 15.2. The Hirer must look after the Vehicle, any Equipment and the keys or other locking device for the Vehicle.
- 15.3. The Hirer must always lock the Vehicle when the Hirer is not using it and use any security device which is fitted or which SMH supplies.
- 15.4. The Hirer must always protect the Vehicle against weather conditions, which could cause damage.
- 15.5. The Hirer must make sure that the Hirer uses the correct type of fuel and fluids in the Vehicle.
- 15.6. The Hirer is responsible for all damage to the Vehicle whatsoever caused by misuse or negligence and for all tyre repairs or replacement, wing mirrors, and for any broken windows and lights and for any damage to the interior of the vehicle along with any overhead damage and undercarriage damage and damage caused by, but not limited to, hitting low level objects such as bridges, low hanging tree branches or barriers, along with any damage to the awnings and frozen pipework which occurs whilst in the possession of the Hirer.
- 15.7. The Hirer will have to pay our reasonable costs for bringing the Vehicle back to the condition it was handed over to the Hirer in. This could include but is not limited to any damage inside and outside the Vehicle, cleaning costs if the Vehicle is very dirty, and replacing any items or Equipment.
- 15.8. The Hirer must not sell, rent or dispose in any way any part of the Vehicle or any of its parts.
- 15.9. The Hirer must not give or try to give anyone the legal rights to the Vehicle or transfer legal ownership.

- 15.10. The Hirer must not let anyone work on the Vehicle without SMH's written permission. If SMH does give the Hirer permission, SMH will only give the Hirer a refund if the Hirer provides a receipt for the work, SMH has given the Hirer permission for.
- 15.11. The Hirer must let SMH know as soon as the Hirer becomes aware of a fault with the Vehicle, or if the Vehicle is stolen or involved in an accident.
- 15.12. The Hirer must return it during the allocated times stated in clause 13 (Collection and Return). When the Hirer returns the Vehicle, SMH's staff must check its condition.
- 15.13. If SMH has agreed to allow the Hirer to return the Vehicle outside of SMH's opening hours, the Hirer will be responsible for the Vehicle and its condition until SMH's staff, have checked it. SMH may need to clean the Vehicle before SMH's staff can check its conditions.
- 15.14. The Hirer is responsible for checking engine oil, water levels and tyre pressure at least once a week during the Hirer's Rental Period.
- 15.15. The Vehicle is supplied with at least one full bottle of LPG. Subsequent refills are the Hirer's responsibility. All Vehicles are fitted with 2 self-refill LPG bottles (NOT REMOVABLE) and must be refuelled at relevant petrol stations.
- 15.16. Any drainage of the battery, caused by not being hooked up to mains electric, could cause the engine not to start. Any cost associated with this would be borne by the Hirer.
- 15.17. The Hirer remains ultimately responsible for the Vehicle until such time the Vehicle is returned to the Hire Location and is inspected by a representative of SMH.

## **16. CONDITIONS FOR USING THE VEHICLE**

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- 16.1. Only the named driver or drivers stated on the Reservation Form and the Insurance Proposal Form can drive the Vehicle.
- 16.2. The Hirer agrees that during the Rental Period, they will not and will not allow the Vehicle to be:
  - 16.2.1. used to attend festivals or concerts;
  - 16.2.2. driven otherwise than in a cautious and normal manner;
  - 16.2.3. used in a manner that could cause damage;
  - 16.2.4. driven in a prohibited area or in an area other than the areas indicated to the Hirer;
  - 16.2.5. taken or driven outside the UK without permission from SMH;
  - 16.2.6. loaded beyond the manufacturers maximum weight recommendations;

- 16.2.7. driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted in Law;
- 16.2.8. left with the ignition key in the Vehicle while it is unoccupied;
- 16.2.9. left unoccupied without the wheel security lock applied;
- 16.3. The Hirer will not allow the Vehicle to be driven by anyone who is not a named driver on the Insurance Proposal.
- 16.4. The Hirer will be in breach of their obligations under this agreement should they allow the Vehicle to be:
  - 16.4.1. damaged by submersion in water;
  - 16.4.2. in contact with salt water
  - 16.4.3. used for any illegal purpose for any race, rally or contest;
  - 16.4.4. used to tow another vehicle or trailer;
  - 16.4.5. used to carry passengers or property for hire or reward;
  - 16.4.6. used for driving lessons;
  - 16.4.7. used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified anywhere else in the Agreement;
  - 16.4.8. used to carry volatile liquids, gases (other than gas bottles provided by the Company), explosives or other corrosive or inflammable material.

## **17. CANCELLATION OF THE RESERVATION**

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- 17.1. The Hirer may cancel any booking by contacting SMH at 07759456440.
- 17.2. In the event of cancellations made in accordance with clause 0 above, the Hirer is liable to pay the following charges:
  - 17.2.1. Where the cancellation occurs more than [13] weeks prior to the Pick-Up Date the Hirer will be refunded the Hire Charge (to the extent it has been paid), minus the Booking Deposit.
  - 17.2.2. Where the cancellation occurs within 13 weeks of the Pick-Up Date the Hirer will not be eligible for a refund, and will be liable for the full amount of the Hire Charge (taking into account the deposit previously paid) as a result of late cancellation.
- 17.3. If a refund is due under clause 17.2.1, SMH will refund the Hirer by the method the Hirer used for payment. SMH will charge an administration fee of £5.00 for the refund.

## **18. ALTERATIONS**

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- 18.1. The Hirer is not permitted to make any alterations to the Vehicle.

## 19. PARKING

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- 19.1. Free parking is available onsite at the Hire Location for 1 vehicle for the duration of the Hire Period.
- 19.2. All vehicles and their contents are left at owner's risk.

## 20. FORCE MAJEURE

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- 20.1. Unfortunately, events beyond SMH's control may occasionally affect bookings. When reference is made to such events, this means any events or circumstances, which SMH could not, even with all due, care, foresee or avoid.
- 20.2. When an event beyond SMH's control occurs, SMH cannot accept any responsibility or pay any compensation, costs or expenses where the performance of the Agreement is prevented or affected, or the Hirer otherwise suffers any loss or damage as a result.
- 20.3. This includes any delays to and/or restrictions to the Hirer's Hire Period.
- 20.4. During hot weather fridges and freezers in Vehicles do not always perform as expected which is beyond SMH's control. SMH will not accept any responsibility for any loss of food or beverages and no compensation will be issued.
- 20.5. If the Hirer's booking has to be cancelled as a result of events outside of SMH's control, SMH will offer the Hirer the choice of an alternative vehicle (if available), or an alternative Rental Period if possible. If an event outside of SMH's control means SMH is unable to perform SMH's obligations under the Agreement for a substantial period of time the Hirer can contact SMH at 07759456440 to end the Agreement and receive a refund for any sums the Hirer has paid in advance. The offer of an alternative vehicle, or alternative dates, or refund shall be an exclusive remedy in respond of any loss, costs, or expenses caused by the events beyond SMH's control.

## 21. SMH CAN CHANGE THESE TERMS AND SUSPEND SUPPLY

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- 21.1. SMH can always make changes to these terms:
- 21.1.1. to reflect changes in relevant laws and regulatory requirements; and

- 21.1.2. to make minor technical adjustments and improvements, for example to address a security threat.
- 21.2. SMH can suspend supply of hire services. SMH do this to:
  - 21.2.1. deal with technical problems or make technical changes;
  - 21.2.2. update services to reflect changes in relevant laws or regulatory requirements; or
  - 21.2.3. make changes to services.

## 22. SMH CAN END THE AGREEMENT WITH THE HIRER

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- 22.1. SMH can end the Agreement with the Hirer and claim any compensation if:
  - 22.1.1. the Hirer doesn't make payments to SMH when they are due;
  - 22.1.2. the Hirer doesn't within a reasonable time of SMH asking for it, provide SMH with information, cooperation or access that SMH needs to provide the services, for example drivers licence(s), or relevant proof of address.

## 23. SMH DOESN'T COMPENSATE THE HIRER FOR ALL LOSSES CAUSED BY SMH

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- 23.1. SMH is responsible for losses the Hirer suffers caused by SMH breaking this Agreement unless the loss is:
  - 23.1.1. **Unexpected.** It was not obvious that it would happen and nothing the Hirer said to SMH before SMH accepted the Hirer's order meant SMH should have expected it (so, in the law, the loss was unforeseeable).
  - 23.1.2. **Caused by a delaying event outside SMH's control.** As long as SMH has taken the steps set out in the clause 20;
  - 23.1.3. **Avoidable.** Something the Hirer could have avoided by taking reasonable action.
  - 23.1.4. **A business loss.** It relates to the Hirer's use of a product for the purposes of the Hirer's trade, business, craft or profession.
- 23.2. Nothing in these Terms limits any liability which cannot legally be limited, including liability for:
  - 23.2.1. death or injury caused by negligence;
  - 23.2.2. fraud or fraudulent misrepresentation; and



23.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

23.3. Subject to clause 23.2 above, SMH's total liability to the Hirer will be limited to the total Hire Charge which the Hirer has paid under the Agreement under which the services giving rise to liability were provided.

## **24. GENERAL DATA PROTECTION**

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- 24.1. SMH is committed to complying with the General Data Protection Regulation (GDPR) requirements when processing the Hirer's personal data.
- 24.2. The information that the Hirer has provided to SMH will be used to fulfil this Agreement.
- 24.3. SMH will not pass this information onto any other organisation outside this Company other than to SMH's insurer and/or insurance broker.
- 24.4. SMH will retain the Hirer's personal documentation for a period of no more than 12 months. After this time all personal documentation is destroyed.
- 24.5. If the Hirer prefers their personal documentation to be destroyed immediately after hire please contact SMH at [Info@sunnybankmotorhomehire.co.uk](mailto:Info@sunnybankmotorhomehire.co.uk)

## **25. RESOLVING DISPUTES WITH SMH**

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- 25.1. Please contact SMH at 07759456440 and SMH will do its best to resolve any problems the Hirer has with SMH or the services provided.
- 25.2. These terms are governed by English law and wherever the Hirer lives they can bring claims against SMH in the English courts. SMH can claim against the Hirer in the courts of the country the Hirer lives in.

## **26. OTHER IMPORTANT TERMS APPLY**

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- 26.1. SMH can transfer the Agreement with the Hirer, so that a different organisation is responsible for supplying the services. SMH will contact the Hirer to let the Hirer know if SMH plans to do this. If the Hirer is unhappy with the transfer the Hirer can contact SMH at 07759456440 to end the Agreement within [30 days] of SMH telling the Hirer about it and SMH will refund the Hirer any payments the Hirer has made in advance for services not provided.

- 26.2. Nobody else has any rights under this Agreement. This Agreement is between the Hirer and SMH. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 26.3. If a court invalidates some of this Agreement, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 26.4. Even if SMH delays in enforcing this contract, SMH can still enforce it later. SMH might not immediately chase the Hirer for not doing something (like paying) or for doing something the Hirer is not allowed to, but that doesn't mean SMH can't do it later.

## VERSION CONTROL

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Date	Amendment	Approved by	Version No.
01/10/24	Issued		v1