

## CARAVAN HIRE AGREEMENT

### **Background**

The Owner has agreed to rent the Caravan to the Hirer and the Hirer has agreed to accept the rental on the terms and conditions contained in this Agreement.

### **Agreed terms**

**1. Definitions In this Agreement:** - 'Agreement' means this Caravan Rental Agreement. 'Balance Due' means the amount in Annexure "A". 'Deposit' means the amount in Annexure "A". 'Hirer' means the party listed as Hirer in the Parties Schedule. 'Hire Checklist' means the checklist in Annexure "A" to this Agreement. 'Owner' means the party listed as Owner in the Parties Schedule. 'Rental Charge' means the amount agreed". 'Security Bond' means the amount agreed.

**2. Interpretation In this Agreement,** unless the context otherwise requires, references to: - (a) parts, clauses, subclauses, paragraphs and schedules are to parts, clauses, subclauses, paragraphs and schedules in this Deed; (b) the singular includes the plural and vice versa; (c) any gender includes all other genders; and (d) a person includes a corporation and an association whether incorporated or not. The clause headings appearing in this Deed are inserted for convenience of reference and shall not affect the construction of this Deed.

**3. Authorised Agents** Any person, persons or corporations who sign this Agreement on behalf of the Hirer warrant that for the purpose of this Agreement they are the duly authorised agent of the Hirer. In the event that such person, persons or corporation is not the duly authorised agent of the Hirer, then in consideration of this Agreement, the person who signs this Agreement on behalf of the

Hirer shall be deemed to be bound by all the terms and conditions of this Agreement as if they were the Hirer.

4. **Annexure "A"** The Hirer must complete the details required in Annexure "A" to this Agreement.

5. **Offer and Acceptance** The Hirer is to provide a signed copy of the completed Agreement to the Owner which will constitute the Offer from the Hirer to rent the vehicle which will be open for the Owner to accept, at the Owner's sole discretion which may not be unreasonably withheld, by signing the Agreement.

6 **Caravan Pick up and Drop off:** Caravan pick-up and drop-off must be between the hours agreed. Caravan late return will be charged a full day rental penalty unless prior arrangement has been made. After hours pick-up and drop-off may be made by prior arrangement only.

## 7. **Payments**

7.1 **Hirer's Liability for Payment\*** The Hirer is liable for the following payments: (a) Deposit Bond of the Rental Charge. Funds to be cleared Seven days prior to pick up of the caravan. Unless otherwise stated by the owner (c) All costs incurred by the hirer in respect of siting the caravan, parking or any other violations during the period of rental. All costs associated with loss of, or damage to the caravan (including loss of use) cost of legal expenses, towing and recovery charges where: (i) The caravan is totally or partially immersed in water (regardless of the cause. Within seven days of receipt of repair quotation from a reputable firm. (ii) The interior of the caravan is damaged Within seven days of receipt of repair quotation from a reputable firm.

7.2 **Bond Payments** The Bond shall be refunded to the Hirer upon the return of the caravan and within one week subject to the Owner's entitlement to retain from the Security Bond any amount

payable. The caravan is not to be altered in any way. Nothing is to be tied to the caravan on the outside or top. b) No heavy, hard or sharp items are to be stored in the caravan interior. e.g BBQ's, Bikes c) The pull-out awning must not be left out in wind or wet conditions, or when the caravan is unattended. d) Replacement cost of any item found to be broken, missing, damaged or lost, either on the interior or exterior including but not limited to the detailed caravan inventory list – as sighted upon pickup – will be deducted from the bond. e) The hirer is expected to make good all damage will incur such cost being deducted from the bond. f) No pets to be accommodated in the caravan unless by prior agreement. h) No smoking in the caravan or annex area.

**14 Cleaning** The caravan must be returned cleaned inside & out, including awning. Any cleaning required upon return, will incur a cleaning fee of £30.00 per hour, to a maximum of £250.00

**15. Accidents** In the event of an accident, it is the Hirers responsibility to ensure the Owner is contacted immediately.

**16. Daily Hire Conditions** the Owner calculates the hire of the caravan on a per calendar day basis i.e irrespective of the time of collection or return within those hours. When calculating the number of days, the caravan is rented the day of pick-up is counted as the first day of the rental. The day of drop-off is counted as the final rental day.

**17. Rental Time Extensions** Rental time extensions or drop-off location changes are at the discretion of the Owner and rely entirely on future demand and availability. Any request for an extension MUST be communicated as soon as practicable and possible and must be approved.

**18. Early Drop Off** There will be no refund for early termination of a Hire Agreement. The caravan must remain at drop off location. There

is no refund available for the unused portion of the rental should the caravan be returned earlier than the time agreed.

**19. Cancellations** Cancellation fees apply as follows: (a) If cancelled over 30 days prior to pick-up date: 10% of the full rental charges. (b) If cancelled within 7-29 days of pick-up date: 50% of the full rental charges. (c) If cancelled 1-6 days prior to pick-up date: 75% of full rental charges. (d) If cancelled on the day of pick-up or no show: No refund available

**20. Unauthorised and Prohibited Use** The following persons must not use the caravan (a) Any person who is not identified on the Rental Agreement (b) Any person whose blood alcohol concentration exceeds the lawful percentage. (d) Any person who is under the influence of legal or illicit drugs. The caravan must not be moved from the drop off location by anyone other than the Owner.

**21. Owner's Liability** The Owner will not be liable to the Hirer for any loss, damage or inconvenience caused by delayed delivery of the caravan, or by the caravan not being as described in any advertisement, or by the caravan not being suitable for the Hirer's purposes. The Owner will not be liable for any loss or inconvenience from change in drop-off location caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, etc, nor for any personal injury or damage to The Hirer's property caused thereby.

## **22. Representations and Warranties**

22.1 The Hirer acknowledges that no representation warranty condition or description either express or implied is or has been made or given by the Owner as to the quality fitness safety or otherwise of the caravan and that all warranties and conditions whether express or implied are excluded

22.2 The Hirer acknowledges having inspected the caravan before signing this Agreement and agrees that it is clean and in good

condition. The Hirer agrees to return the caravan to the Owner in the same condition except for normal wear and tear.

**23. Ownership of Caravan** The caravan shall remain the property of the Owner and the Hirer shall not sell or otherwise part with possession of the vehicle.

**24. Restrictions on Operation** Hirer agrees that the caravan will not be moved from sited location. The cost of repairing any damage caused by breaching this restriction will be the sole responsibility of The Hirer.

**25. Valuables/ Hirer's Contents** The Owner assumes no liability for valuables left in or stolen from the caravan and insurance on personal property is the Hirer's responsibility.

**26. Transfers** Transfers to and from the location of choice are not included in the rental price.

**27. Booking Confirmation** Bookings are only confirmed after the Owner receives the paid deposit. A completed and signed copy of this agreement must be forwarded to the owner before pick up.

**27. Indemnity** The Hirer shall indemnify and keep indemnified the Owner from and against all claims, loss, damages and expenses whatsoever, incurred directly or indirectly by reason of any breach of the Agreement, negligence, tortuous act or other wrongdoing by the Hirer and without limiting the foregoing, the Hirer shall indemnify the Owner specifically for: - (a) all damage to or loss of the caravan; (b) injury to or death of any person and damage to any property and all claims damages losses and expenses howsoever arising from or incidental to the possession use or operation of the caravan (c) the cost of rectifying all tyre damage not attributable to normal wear and tear; (d) the costs of rectification of all undercarriage damage; (e) the cost of repairing all body damage unless such damage can be attributed to a specific accident; (f) the costs of rectification of

damages to suspension, chassis, axles, wheels or other damages caused by g) abnormal use, misuse or abuse of the caravan (h) the costs of replacing any missing equipment.

**28. Termination** The Agreement may be terminated by the Owner at any time if, in its absolute discretion, it considers that the Hirer is a risk, the Hirer is in breach of the Agreement or in any event on the provision of 7 days' notice in writing by the Owner to the Hirer.

## **29. General**

**29.1 Entire Agreement** The Agreement is the entire agreement between the Owner and the Hirer in respect of its subject matter and all conditions, warranties and terms implied by custom, general law or statute that are not expressly set out in the Agreement are excluded to the maximum extent permitted by law.

**29.2 Assignment** The Owner may assign any of its rights or obligations under the Agreement to any third party at any time without notice to the Hirer. The Hirer may not assign any of its obligations under the Agreement without the prior written consent of the Owner.

**29.3 Force Majeure** If for any reason beyond the control of the Owner (including without limitation as a result of fire, flood, blackout, industrial action, theft, sabotage or equipment breakdown) occurring: (a) At any time prior to collection of the caravan or (b) During the period of hire for a minimum of three days Therefore, preventing the Owner from completing their obligations under this Agreement, the Owner shall be entitled to delay the performance of the Agreement or terminate the Agreement by mutual agreement with the Hirer or in the absence of such mutual agreement within a reasonable period of time, at their sole discretion and the Hirer shall not make any claim for loss or damages respect of such delay or termination.

**29.4 Waiver** No waiver of any right under the Agreement or delay in enforcement or any other indulgence shall affect the rights of a party under the Agreement and all the rights and powers of that party will remain in full force and effect notwithstanding any such waiver, delay or other indulgence.

**29.6 No Amendment** The Agreement shall not be varied except by a document in writing signed by the parties.

Booking will be confirmed on receipt of form & deposit

<b>HIRER DETAILS:</b>
Given Name:
Family Name:
Date of Birth:
Home Address:
Mobile:
Home Phone:
Email:
Bank Details for return of Bond.
Sort Code
Account No.:
Account Name.:
Contact details (if different from above)

<b>COLLECTION DETAILS and PAYMENT</b>
Date & Time at location:
Completion Date & Time:
Drop Off Address: Please confirm you have a site booking by sending copy of booking receipt
Total Nights
Additional Hire Charges
Refundable Bond £100
Tow charges £40
Site location charge £20 per day if already on site.
Total Rental Charge payable now to secure booking
Please send email to notify us when payments are made. <a href="mailto:Wolfmedicine@icloud.com">Wolfmedicine@icloud.com</a>

### **PAYMENT METHOD**

Please transfer all payments to the below account.

Bank: Santander

Sort Code: 090128

A/c No.: 54375115

Name: Nature Therapy CIC

**SIGNING PAGE**

Accessories included in hire (Please see attached list)

I/We have read and understood the Terms and Conditions of this Caravan Hire Agreement.

I/We agree to be bound by this Caravan Hire Agreement.

I/We have inspected the caravan and agree the caravan is in safe and clean condition.

I/We understand the caravan is to be returned in the same condition or cleaning fees will apply.

I/We confirm all the above is true and correct.

Annexure A– To avoid damage to the Awning do not leave the awning unattended when rolled out. Do not set up or retract in windy conditions. Wind can damage this awning. When it rains water can pool on top of the awning and the extra weight can collapse the awning causing damage. To prevent water pooling you can set one leg lower than the other to help with drainage. Keep an eye on it. You may manually drain the water or retract. We recommend to retract the awning when not in use or going to bed. You will be responsible for any damage and repair costs to the awning while on hire.

No Bikes, Tables, Chairs, Sharp Objects, BBQ's, pets, engines, gas bottles will be kept in the Caravan. Smoking or vaping in the caravan is not permitted.

I have read and understood the above information

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

