



TERMS & CONDITIONS

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CONTENTS



P3	Insurance
P4	Security Deposit
P5	Booking Procedure
P6	Breakdown
P7	Accidents
P8	Fuel & Gas
P9	Collection & Return
P10	Cancellations
P11	T&C's small print

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INSURANCE

How Does The Insurance Work?

The driver of the motorhome will be covered to drive the motorhome under our self-drive hire insurance

- All drivers must be between the ages of 25 and 70
- All drivers must have held a full UK licence for a minimum of 2 years
- A clean licence is required - A copy of your driving licence is required upon return of the booking form.
- 3 point offences are excepted, an extra excess of £1,000 applies (If you have over 3 points you will not be able to hire the motorhome)
- All drivers of the motorhome will need to have their licence checked, by us, via the DVLA, you will be asked to provide a DVLA check code before hire so we can check for points.
- You must provide a total of 2 proofs of addresses, 1 primary and 1 secondary or 2 secondary

Primary Proof of Address:

- Electricity
- Water
- Gas
- Broadband/Landline
- Council tax
- TV licence
- Bank Statement
- Credit card bill / statement
- Mortgage statement
- Polling card
- HMRC self-assessment / tax credit

An annual council tax bill will be accepted. All other documents must be dated within 90 days of the hire date. The address & name on your licence must match both documents.

The polices excess is £1,500

My hirer's driving license has expired or has out of- date information

You will need written confirmation from the DVLA confirming the adjustments have been made. This confirmation (usually supplied via email) alongside the client's proof of address, existing licence and updated DVLA check code will suffice.

We advise you to take out holiday insurance to cover your belongings – This is not insured under our policy

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SECURITY DEPOSIT



Security Deposit

A security deposit of £500 is taken to cover any damage to the Motorhome or damage/breakages of the equipment.

When the Motorhome is returned it will be checked over and once deemed to be in a satisfactory condition as agreed, this deposit will be returned in full, in cash or by bank transfer (however it was paid over)

The security deposit will be due at the time of hire, either in cash, or via bank transfer, this will need to be in our possession prior to the keys being handed over.

The following demonstrates some reasons why the deposit may not be returned in full:

Toilet cassette not emptied & cleaned- £25

Broken door mirror glass - £100

Dirty shower/toilet area - £25

Fuel not returned full - £25 + price of fuel

This list is just an indication of causes why we would retain some of the security deposit.

We understand there will always be the odd occasion when it has been impossible to return the vehicle in the same condition as you picked it up, however we believe we operate a fair system to cover our costs in rectifying any problems.

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BOOKING PROCEDURE



Booking Procedure

A 50% deposit is taken at the time of booking, this will be deducted from the final invoice amount.

The remainder of the hire becomes due 30 days prior to the holiday commencement. Should the rental period be less than 30 days from the date of booking, 100% of the fees shall be chargeable at the time of booking.



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BREAKDOWN



Breakdown

Our vehicle is maintained to a high standard, however there will always be times when, due to component failure, the vehicle may break down.

Full roadside assistance is provided and will be explained in the handover.

If repairs are required to the vehicle the hirer is able to authorise work up to £100 without reference to us.

Above this amount we must be informed before any work is undertaken otherwise the hirer will be liable for the full cost.

In the event of repairs being effected under £100 ceiling a full invoice and receipt must be obtained and given to us on return of the vehicle so that the hirer can be reimbursed.

Motorhome information/specifications

Model: Swift Escape 696

Reg No: VX12 FBX

Length: 22' 8" (6.92m)

Height: 9'8" (2.94 m)

Width: 7' 4" (2.24m)

IGN: DE05294

IMM: 48618

RAD: 5264

Engine power: 23KW

Type mass: 3,000kg

Max Weight: 3,500kg

Type of license required: B

Driven in a normal license

RAC Breakdown Call : 0330 159 8714

Policy No: 26/BV/29296258/06

Policy Dated: 06/06/22- 06/06/23

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ACCIDENTS



Accidents

In the event of an accident the safety of the hirer and their party 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 us, if deemed necessary, full details of anyone involved need to be noted down in the accident log kept in the vehicle.

This is the responsibility of the hirer.

If the accident is of a serious nature, causing any damage to the vehicle, another vehicle or third party, then we must be informed.

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FUEL & GAS



Fuel

The vehicle is supplied with a full tank of fuel and should be returned in the same manner.

If the fuel tank is not showing as full then it will be refuelled and the cost of the fuel plus a £25 admin fee will be charge.

Gas

Gas – there is 2x 16kg bottles of gas provided, all periods of hire.

If the gas runs out, it is up to the hirer to purchase more in the time they are renting the motorhome.

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COLLECTION & RETURN



When Can I Collect the Motorhome?

The Motorhome is available to collect at 12:00 noon on the day of rental and must be returned no later than 12:00 noon on the day of termination.

- ✦ An earlier collection and later return time can be arranged if needed (subject to availability).
- ✦ The Motorhome will be returned clean, tidy and with a full tank of fuel.
- ✦ Upon return the vehicle will be checked over with the hirer to assess any possible reasons for loss of deposit. If satisfactory then the security deposit will be refunded in full.
- ✦ If the vehicle is returned early for whatever reason, no refund will be given, unless it is due to a fault with the vehicle.

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CANCELLATIONS



Cancellations

If for whatever reason the hirer wishes to cancel their holiday this must be notified in writing and the following penalties are incurred:

- ✦ Between 4 - 8 weeks from start of holiday – Loss of deposit
- ✦ Between 4 weeks to 2 weeks before start of holiday – 50% of total hire charge
- ✦ 2 weeks or less – 100% of hire charge.

(These terms are subject to our discretion. By completing your booking forms and paying over your deposit you are agreeing to these terms and conditions.)

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T&C'S



Terms and Conditions – Holiday Rental and Equipment Hire

These Terms and Conditions are the standard terms which apply to the booking by you with Travel the Wild, a company registered in England and Wales under number _____ whose registered address is customer's party, and their guest(s) and their use of those Services, where the customer and such guest(s) are "Consumer(s)" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

- In these Terms and Conditions, unless the _____ (We, Us, Our) and the provision of the Motorhome and any Services to any customer, other members of a
- 1.1 context otherwise requires, the following expressions have the following meanings:
- "Consumer" means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer or guest of the Motorhome who receives Services for his/her personal use and for purposes wholly or mainly outside the purposes of any business;
- "Motorhome" means the Motorhome booked and the premises and facilities available within such;
- "Rates" means the prices payable for provision of accommodation and other Services (where applicable);
- "Regulations" means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
- "Services" means the provision of accommodation and any and all other facilities, services and items which we offer; and
- "You/Your" means an individual who is a customer of ours who agrees to pay both for themselves as a paying guest of the Motorhome and also for members of their party and any of their guests.
- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time; and
- 1.2.2 a clause is a reference to a clause of these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying imparting the singular number shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

2. Reservations

- 2.1 Reservations may be made in advance through our website or any other site we may choose to advertise through from time to time, or directly through us. Should you make your booking through a third party site, your booking will also be subject to this third party's terms and conditions. A separate contractual relationship will be created between you and this other third party and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by the third party.
- 2.2 We will require certain information from you including, but not limited to, your name, address, contact telephone number, email address and driving licence details.
- 2.3 Your request to us to make a reservation for you will be an offer, but whether we accept any such request will be for us to decide at our discretion. Only if and when we tell you that we accept your request for a particular reservation and we give you a booking reference will there be a booking. Only that acceptance of the booking will form a binding contract between you and us for the reservation of the Motorhome(s).
- 2.4 You may change your reservation at any time prior to arrival (subject to the cancellation provisions set out in clause 5 below). We will use all reasonable endeavours to accommodate any changes requested but give no guarantee that any or all changes can be accommodated.
- 2.5 You may request additional nights rental at any time during your hire. We will use all reasonable endeavours to meet such a request but we cannot guarantee this will be possible. If we can meet any request, we will accept the request as a booking and that booking will then be a binding contract between you and us.
- 2.6 If you have any special requirements pertaining to a disability, you should inform us of these requirements before making your booking. We will discuss the facilities with you at this time to ensure the Motorhome is suitable for your needs. The booking will only be confirmed if we send a booking reference to you after this time.
- 2.7 you must return the Motorhome to us at the collection location at the end of the rental period.
- 2.8 If you are late in returning the Motorhome we may charge you for a day's rental at the normal daily rate for that vehicle plus any additional relevant charges, surcharges or excesses.

3. Driver Eligibility

- 3.1 We will not provide you with a Motorhome unless you are eligible as follows:
- 3.1.1 you hold a full (not provisional) driving licence which you have held for at least 3 years at the date of being provided with the Motorhome, and, if you have a UK driving licence, you have shown us the photocard licence (not any copy of a licence);
- 3.1.2 you are at least 21 years of age;
- 3.1.3 you have no penalty points on your driving licence;



- 3.1.4 you have not been banned from driving for a period of 12 months or more as a result of a CD, DD, DR or UT Offence within a period of 5 years up to the date of being provided with the Motorhome; and
- 3.2 We reserve the right to charge you for any of the following whilst the Motorhome is in your custody:
 - 3.2.1 Any fixed penalty offence committed by the driver of the Motorhome;
 - 3.2.2 Any excess charged under the road traffic act;
 - 3.2.3 Any penalty or charge demanded by a corporation, authority or person as a result of the Motorhome having been irresponsibly parked; or
 - 3.2.4 Any congestion or speeding charges.

4. Fees and Payment

- 4.1 We make details of Rates including, where applicable, promotional Rates and other special offers, available on our Website or on any other site we may choose to advertise through. All Rates shown include VAT, where applicable.
- 4.2 When you request a reservation and we quote any Rate(s), the Rate(s) will apply only to the provision of accommodation and the facilities which we include as standard, unless we specifically state otherwise. Additional charges will apply for other Services including, but not limited to, gas tanks, additional insurance and any other items. We will inform you of the Rates payable for such additional Services on request.
- 4.3 Subject to clause 4.4 below, and unless we agree a different arrangement with you, you will be required to pay in 50% in advance at the time of booking, with the remainder due 30 days prior to the rental period. Should the rental period be less than 30 days from the date of booking, 100% of the fees shall be chargeable at the time of booking.
- 4.4 All other Services are payable in cash as described in clause 4.3 prior to collection of the Motorhome.
- 4.5 We may alter any of our Rates without prior notice but if the Rate of any Service increases between the time when you make a booking and the date when the booked accommodation or other Service is to be provided, any increase in the Rate will not apply to your booking.
- 4.6 Where clause 5 specifically says that you will be entitled to a (full or partial) refund, or where you become entitled to any refund either as a result of our breach of these Terms & Conditions or as a Consumer under the Consumer Rights Act 2015 or other consumer protection legislation, we will make a refund to you as set out in clause 5 or as required by such legislation.

5. Cancellations

- 5.1 You may cancel a reservation without charge if you give us prior notice of at least 28 days before the time we have given you for your reservation. If you cancel under this clause 5.1, we will refund to you in full any sum (including, but not limited to, any deposit) you paid in advance and you will not then owe us anything.
- 5.2 If you cancel but do not give us prior notice of at least 28 days before the time we have given you for your reservation, we will be entitled to withhold any payments made in advance for the

booking, by way of a late cancellation charge.

- 5.3 We may, at any time before you collect the Motorhome, cancel a reservation booked by you if the required accommodation and/or personnel and/or other resources necessary for the provision of the booking are not available due to any cause outside our reasonable control. If we cancel a reservation in such circumstances, we will offer you alternative accommodation of the same standard or better if it is available. If it is not available or we offer it to you and you decline it, we will refund to you in full any deposit or other advance payment that you have made to us for your reservation.
- 5.4 We shall be entitled to terminate the agreement in the event that you are in breach of these Terms and Conditions.
- 5.5 In the event of termination for any of the above reasons:
 - 5.5.1 all payments required under the agreement shall become due and immediately payable; and
 - 5.5.2 we shall have the immediate right to request the immediate return of the vehicle or repossess the vehicle and may charge you for any reasonable costs involved in such repossession.

6. Motorhome Rules

- 6.1 You must conduct yourself in a reasonable and responsible manner at all times when at the Motorhome.
- 6.2 You may not smoke in the Motorhome. If you do not comply with this clause 6.2, we may charge you for any and all costs we incur for cleaning the Motorhome (including, but not limited to, fixtures, fittings and soft furnishings) and restoring it to a smoke-free environment.
- 6.3 Any child under the age of 16 may only stay at the Motorhome if accompanied by an adult.
- 6.4 We will charge you for any and all damage caused by you to the Motorhome, any equipment and property.
- 6.5 All of the above rules will also apply to members of your party and your guests, and you shall be responsible for any breach of the above rules by any of them.

7. Motorhome care and maintenance

- 7.1 The Motorhome will be supplied in a clean and road-worthy condition having been fully valeted and subjected to a full mechanical inspection which includes topping up all necessary fluids and oil and checks on all tyres.
- 7.2 You shall ensure that the Motorhome is returned in a similarly road-worthy condition. Whilst you are not required to clean the Motorhome under normal circumstances, any spillages or stains inside the Motorhome which occur during the loan must be cleaned by you or will incur an additional charge. No replacement of fluids is required however you may (but not must), if necessary, refill the screen wash reservoir with suitable pre-mixed or diluted screen wash.
- 7.3 The Motorhome will be supplied with a full tank of either petrol or diesel, as appropriate. During the loan you shall ensure that you use the correct fuel. The Motorhome must be returned to us with a full tank of fuel. Failure to do so will result in you being charged for the required amount of fuel.



- 7.4 In the event that you use incorrect fuel in the Motorhome you must neither drive it nor attempt to remove the fuel. You must contact us and we shall dispatch our Recovery Service to take the necessary action. You will be charged at the full rate for any expenses incurred in this regard.
- 7.5 You must always lock the Motorhome and activate any installed security systems when leaving it unattended, irrespective of the length of time for which it will be so left.
- 7.6 If the tyres on the Motorhome become damaged during the loan for any reason other than normal wear and tear you must replace, at your own expense, those tyre(s) with tyres of the same type and dimensions. You must inform us of any such replacements.
- 7.7 Breakdown cover shall be provided by our Recovery Service. You will be provided with contact details for the Recovery Service at the time of collection. Under no circumstances should you use any other recovery service.
- 7.8 If any mechanical failure occurs during loan you must immediately cease driving the Motorhome and contact us whereupon we shall dispatch its Recovery Service to take the necessary action. We will bear the expense of any remedial work required provided the damage or failure is not found to be your fault and provided such remedial work is carried out by an authorised repairer.
- 7.9 You should not attempt to make any repairs to the Motorhome. This includes, but is not limited to, mechanical repairs and bodywork repairs.

8. Accidents and Theft

- 8.1 In the event of an accident you must not admit any fault or responsibility. You should take the following steps:
 - 8.1.1 Make a detailed note of the names, addresses, telephone numbers and car registration numbers of any other parties involved in the accident – indicating also whether those parties are the owners of their respective vehicles;
 - 8.1.2 Make a detailed note of the names, addresses and telephone numbers of any witnesses;
 - 8.1.3 Contact the police in the event of any suspected injuries or any disputes over responsibility;
 - 8.1.4 Contact us and inform us of the accident, following any further instructions we may issue;
 - 8.1.5 Secure the Motorhome in a safe location, with police assistance if necessary.
- 8.2 If the Motorhome is stolen you must firstly inform the police of the incident, providing all details requested. You must then inform us by providing all details of the incident including information provided by the police including, where relevant, the crime reference number.

9. Motorhome usage

- 9.1 Standard insurance cover is provided, therefore the Motorhome may only be used for social, domestic and pleasure purposes for the duration of the loan, no other drivers shall be authorised to drive the Motorhome unless otherwise agreed in writing.
- 9.2 The Motorhome shall be subject to mileage limits as detailed on our Website. Should these be exceeded during the rental period, we reserve the right to charge a surcharge at our standard applicable rate at the time.

- 9.3 The Motorhome may not be used:
 - 9.3.1 Outside mainland Britain or left at airport parking for longer than one day;
 - 9.3.2 For public, private, or any purpose which involves the carriage of passengers for hire or reward;
 - 9.3.3 For carriage of any heavy goods, inflammable toxic, corrosive, explosive, or otherwise dangerous substances;
 - 9.3.4 For the carriage of any animal(s)
 - 9.3.5 For any illegal purposes (including exceeding speed limits and other breaches of the Highway Code);
 - 9.3.6 Whilst under the influence of alcohol or drugs;
 - 9.3.7 For the purposes of instructing learner drivers;
 - 9.3.8 For off-road driving or use of the Vehicle on anything other than normal public roads (the definition of "normal public roads" includes private roads, drive ways, car parks);
 - 9.3.9 Participating in racing or other competitions of any kind.

10. Limitation of Liability

- 10.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when our contract with you is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 Whilst we provide suitable security measures for the Motorhome, we do not guarantee that the Motorhome is immune from theft damage the vehicle or your property and accordingly, when you park or leave your property in the Motorhome, you accept the risk of theft or damage of the vehicle and your property if it is caused by any person other than our staff or contractors.
- 10.3 We provide all Services only for your personal and private use/purposes. We make no warranty or representation that the Services or equipment or materials that we provide are fit for commercial, business, industrial, trade or professional purposes of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.4 Nothing in these Terms and Conditions is intended to or will exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 10.5 Further, if you are a Consumer as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of our duties or obligations to you, or your rights or remedies, or our liability to you, under:
 - 10.5.1 the Consumer Rights Act 2015;
 - 10.5.2 the Regulations;
 - 10.5.3 the Consumer Protection Act 1987; or
 - 10.5.4 any other consumer protection legislation; as that legislation is amended from time to time.



For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

11. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving you notice, but we will use our reasonable endeavours to inform you as soon as is reasonably possible of any such change.

12. How We Use Your Personal Information (Data Protection)

12.1 In so far as the Services involve us in collecting, using, or holding or otherwise processing any data obtained from you which is personal data (including, but not limited to, your name and address), we shall only do so with your express consent and in accordance with any lawful instructions reasonably given by you from time to time, and the provisions of the Data Protection Act 2018 and the UK GDPR and your rights under those and these Terms and Conditions.

13. Regulations

We are required by the Regulations to ensure that certain information is given or made available to you as a Consumer before we make our contract with you (i.e. before we accept your request to make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for you now, or we will make it available to you before we accept your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of our contract with you as a Consumer.

14. Information

As required by the Regulations, all of the information described in clause 13 and any other information which we give to you about any Services or the Motorhome, which you take into account when deciding to make a booking or when making any other decision about the Services, will be part of the terms of our contract with you as a Consumer.

15. No Waiver

No failure or delay by us or you in exercising any rights under these Terms and Conditions means that we or you have waived that right, and no waiver by us or you of a breach of any provision of these Terms and Conditions means that we or you will waive any subsequent breach of the same or any other provision.

16. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

17. Law and Jurisdiction

17.1 These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law; and
17.2 Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.



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