

## Peake's Retreats Terms and Conditions

### 1. Bookings

- i. A booking is only confirmed upon receipt of the booking deposit and a signed copy of our Booking form. No booking contract is entered into until a deposit has been received and we have sent a confirmation email declaring your reservation.
- ii. Please note we do not hold dates provisionally without a deposit.
- iii. Full and final balance payment will be due 4 weeks to commencement of hire.
- iv. Payment can be by bank transfer or cheque.
- v. If the remaining balance is not settled before the stated due date, you will forfeit your deposit and your booking will be cancelled.
- vi. When bookings are made within 4 weeks of hire start date, we ask for the full amount to be paid at the time of booking.
- vii. It is your responsibility to check the details on your booking confirmation are correct and notify us immediately of any discrepancies. We cannot accept responsibility for any errors not corrected prior to arrival.
- viii. Bookings will only be taken from a person aged over 23 years.
- ix. Peake's Retreats reserves the right, at all times, without statement of reasons, to refuse a booking.

### 2. Cancellation

#### 2.1 Cancellation by you

- i. Booking deposits paid are non refundable and non transferable.
- ii. Non-payment of the balance by the due date will be construed as cancellation by you.
- iii. Cancellation 4-2 weeks prior to commencement of hire will result in a 50% charge of the final balance, or the booking deposit, whichever is greater.
- iv. Cancellation 2 weeks- no show, will result in a 100% charge of the final balance.

#### 2.2 Cancellation by us

- i. Peake's Retreats reserve the right to cancel or make changes to a holiday at short notice if for unforeseeable circumstances we are unable to provide safe accommodation due to extreme conditions, ill health, fire, administration or any other extenuating circumstances.
- ii. If we cancel your holiday your full payment will be returned. Peake's Retreats will not pay you compensation.
- iii. Peake's Retreats cannot accept any liability or responsibility for any loss, including amongst other things consequential loss caused by cancellation and you accept that you have no further claim against Peake's Retreats

#### 2.3 Changes by you

- i. After booking, if you need to make changes such as move dates this will be subject to a £20 administration fee.

ii. We will do our best to accept any changes that are requested, however we cannot guarantee changes, and all changes, before and after the balance due date, will be subject to our cancellation policy if we are unable to accommodate them.

### 3. Arrival and Return

i. Arrival to collect the motorhome may be anytime between the hours of 10am and 4:30pm, but must be made by prior arrangement.

ii. Return may be anytime between the hours of 10am and 4:30pm but must be made by prior arrangement.

iii. Late returns will result in charges as per clause 4.iii

iv. Late arrival may result in a delay in being able to take the vehicle and we ask that you let us know as soon as possible if you are likely to be late, we will do our best to accommodate you, but cannot guarantee this if other commitments require our attention.

v. Vehicles must be returned undamaged, with a half tank of diesel, empty waste water and toilet cassette and the interior clean and in the same condition as they left the premises, otherwise a charge will be made for additional Valeting and or Upholstery cleaning. In addition a separate toilet cleaning fee will apply if the toilet waste tank is not empty on return. Please see section 4. For details of charges.

#### 3.1 Driving license and ID

i. Your driving licence must be produced each and every time you hire a vehicle from us. In addition, you must produce two further means of proof of address, which may include examples such as:

- Utility bill
- Bank statement
- Poll card

These must be dated within the 3 months leading up to your hire commencement, and must all have the same address as your driving license.

ii. You will also be required to leave a landline telephone number where you can be contacted either during the day or evening.

iii. All drivers must be in possession of a current, full valid driving licence. UK Licence holders, with the new driving licence **MUST** produce both the photo card and a check code for us to access the dvla convictions database. .

iv. you must declare at the time of booking if there are any endorsements on your licence. Peake's Retreats can accept up to 3 speeding points that occurred within the last 3 years at a charge of £1.50 per point per night. Additional points may be subject to further charges, or may be declined insurance, please check before confirming your booking.

v. Drivers with foreign driving licences must present their own national licence, plus an International Driving Permit (IDP) if a non-EU, EEA resident.

vi. Additional drivers can be added at a cost of £7.50 per night and are subject to the above conditions.

Note: Our rental staff reserves the right to refuse your rental if drivers do not produce their driving licence or proof of address, or if addresses do not match.

#### 4. Insurance claims and damages

- i. You will be required to pay a £750.00 security deposit before hiring the motorhome.
- ii. This deposit is refundable within 7 days of the return of the motorhome, subject to the conditions below.
- iii. We may withhold some or all of the deposit in the following instances:
  - a. If damage is caused to the exterior or interior of the motorhome.
  - b. If contents are damaged or missing.
  - c. In the case of an accident resulting in a claim.
  - d. Upon late return of the motorhome (Charged at £30 per hour or part thereof)
  - e. Lost keys.
  - f. The toilet cassette has not been emptied (a charge of £25 will be incurred)
  - g. The fuel tank is not at the same level as leaving our premises (charged at £30 per quarter tank or part thereof)
  - h. The motorhome is not in a clean condition and will require upholstery or other additional valeting.

##### 4.1. In the event of a claim

In the event of a claim you agree to pay the excess of £500.00, any other charges which may be incurred as a direct result of the claim and, in the event of accidental damage caused by you, the hirer, a fixed fee of £150.

#### 5. Speeding and parking tickets and other motoring offences

- i. You are responsible for researching the relevant driving laws in the country you intend to use the motorhome. This includes the speed limit.
- ii. If Peake's Retreats receive a speeding fine which relates to a period of hire, we will first of all contact the hirer to inform them, we will then pass on the drivers details to DVLA. Peake's Retreats will not be held accountable for any speeding fines whilst the motorhome is out on hire.
- iii. If Peake's retreats receives a parking fine which relates to a period of hire, we will first of all contact the hirer to inform them, we will then pass on the drivers details to the relevant authority. Peake's Retreats will not be held accountable for any speeding fines whilst the motorhome is out on hire
- iv. Any other motoring offences Peake's retreats receive notice of which relate to your period of hire will be subject to the above conditions. Peake's Retreats will not be held accountable for ANY offences whilst the motorhome is out on hire.

## 6. Occupancy

- i. The motorhome may only be occupied by the agreed number of guests named on the booking form at the time of booking.
- ii. If you wish to amend the number of guests in your party, this must be agreed in advance of your stay.
- iii. When booking please confirm the number of guests (including infants) on your booking form.
- iv. We reserve the right to refuse handover of the vehicle if this condition is not observed.

### Rental of the motorhome includes:

- 1 full gas bottle, and whatever is left in the spare
- A selection of kitchen utensils, pots, pans, crockery, cutlery and glasses suitable for 6 persons (please see inventory)
- A starter pack of tea, coffee, sugar, milk, eggs and toilet roll.
- Bed linen and towels
- At least half a tank of fuel, we ask that you return the motorhome with the same amount.
- Awning and awning handle
- Charged leisure battery and electric hook up lead
- Pre-cooled fridge and freezer.

## 7. Pricing

- i. We do our best to keep pricing up to date, however the prices given on our webpage, ebay or any social media page are not binding and Peake's Retreats reserves the right to modify these prices at any time.
- ii. At the time of booking you will receive a price, this price given either by email or telephone is binding and will be confirmed on your booking form and by confirmation email/letter.

## 8. Breakages and Damage

- i. Please take care of our property. You are responsible and liable for any breakages or damages that you cause to the motorhome or its contents. Please report these as soon as they occur.
- ii. We reserve the right to charge you for repair, replacement or making good and by agreeing to these terms and conditions you accept that this is the case.
- iii. Guests will be held responsible for any fire, damage or alteration to the structure caused by negligence.

## 9. Assumption of Risk

- i. You will be staying in a serviced and checked motorhome, although we have taken every care to ensure your safety there are still potential risks, you will be responsible for checking the safety of the motorhome once it has been removed from our premises, this includes but is not limited to, checking the oil regularly, checking all equipment is strapped down and

unable to move during driving, ensuring enough fuel to avoid breaking down, making sure the gas bottle is turned off at appropriate times, making sure children are in the correct car seat for their weight and age and ensuring seat belts are worn at all times when driving. We are not held responsible for any incidents arising from the above due to neglect of the hirer (to the greatest extent permitted by law).

ii. It is the parent/guardian's responsibility to make sure children are supervised at all times, including ensuring they are unable to leave the motorhome at night

iii. Peake's Retreats accept no liability for accident, loss of property or personal injury incurred once the motorhome has left our premises.

#### 10. Hirer conduct.

i. Hirers undertake to behave in a proper, appropriate and legal manner with due respect to the owner, the property, other road users and their property. Peake's Retreats reserves the right to end your use of the motorhome early if there are any reports or complaints of misuse of the motorhome, particularly dangerous driving.

ii. You are responsible for informing us of any losses or damage to the vehicle as soon as possible. Please note that you will be liable to pay us for any losses or damage to our vehicle caused by you or a member of your party (except reasonable wear and tear).

iii. In addition, we reserve the right to sue the hirer for any loss, damage or injury caused to the Owner, the Vehicle or to others and/or their property.

#### 11.No Smoking Policy

Peake's Retreats operate a strict NO smoking policy inside the motorhome or on our premises. Additional cleaning fees may be incurred if the motorhome is returned smelling of cigarettes, or any other substances. Peake's retreats will be the final judge of this and any charges will be at their discretion.

12. NO FIREARMS, HUNTING EQUIPMENT, FIREWORKS OR CHINESE LANTERNS ARE PERMITTED IN THE MOTORHOME.

#### 13.Fire Policy

Should a fire occur you will find a fire extinguisher and fire blanket in the wardrobe, please use these if possible and call the fire service at the first available opportunity. Please then call Peake's Retreats to inform us of the fire and to arrange collection of the motorhome if required.

#### 14.Dogs

i. Dogs are permitted in the motorhome subject to an additional £250 security deposit.

ii. Additional charges will be incurred if damage is found to be caused by dogs or if dogs using the motorhome cause excessive cleaning, which can also be smells.

iii. Peake's Retreats will be the final judge of this and charges incurred will be at their discretion.

## 15.Complaints

- i.In the event that you have any complaint about your hire period, please notify Peake's Retreats as soon as possible but no later than 14 days after your return and we will use all reasonable endeavours to resolve the issue.
- ii. If you don't follow this procedure there will be less opportunity for us to investigate and resolve your complaint.

## 16.Leaving a vehicle at Peake's Retreat's

- i.We do allow vehicles to be left upon collection of the motorhome, vehicles can be left in our large barn, located behind a locked gate at the address:  
Gate Farm, Hanbury Road, Anslow, Burton on Trent, Staffordshire, DE139QT. This is subject to availability of space at the time of hire. If the barn is unavailable we may be able to find another space, which may not necessarily be undercover.
- ii. Vehicles are left at the owners risk, and Peake's Retreats accept no liability for any damage done to your vehicle whilst left on our property. Please arrange with us for your vehicle to be left at the property before collecting the motorhome, if this is not previously arranged we cannot guarantee space for your vehicle.

## 17.Force Majeure

- i.Force majeure on the side of Peake's Retreats exists if the implementation of the agreement is entirely or partially, temporarily or permanently prevented due to circumstances which are beyond our control including but not limited to: threat of war, staff strikes, blockades, fire, flood and other disruptions or events.

## 18.Governing Law and Jurisdiction.

These terms and conditions have been drafted in accordance with and are governed by English law and the courts of England and Wales have exclusive jurisdiction in relation to any and all disputes arising out of these Terms & Conditions.

## 19. Breakdown Cover

- i.In the event of the motorhome breaking down you are covered by our breakdown cover in the UK.
- ii. If you wish to take the motorhome to Europe you are responsible for taking out breakdown cover.
- iii. We will need to see evidence of this breakdown cover, which must include Repatriation to Peake's Retreats address in the event of a breakdown.

## 17. Authority to sign

The person who signs to accept the terms and conditions on the Booking Form certifies that:

- a). he or she is authorized to agree Booking Conditions on behalf of all persons in the party.
- b). The signatory is over 25 years of age
- c). they agree to take responsibility for the party occupying the motorhome
- d) I acknowledge having received the Vehicle in a clean condition and in sound working order and with a half full Diesel tank, and full water tank.
- e) I acknowledge that Peake's Retreats will not refund to me any monies if the Vehicle is returned or I cease to have use of the Vehicle or an item of equipment on the vehicle prior to the return date for any reason e.g. Accident, weather, theft or damage.
- f) On taking delivery of the Vehicle, I agree to pay the Security Deposit
- g) I irrevocably authorise Peake's Retreats to deduct from the Security Deposit any amounts due by me arising out of this Agreement.

Main Hirer's signature: \_\_\_\_\_ Date: \_\_\_\_\_