



TERMS AND CONDITIONS – KETTLEWELL MOTORHOMES LTD, TRADING AS LUCY & BEN'S MOTORHOMES

1. THESE TERMS

- 1.1 These are the terms and conditions on which we hire our motorhomes to you when you book with us via email. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Kettlewell Motorhomes Ltd, trading as Lucy & Ben's Motorhomes, a company registered in England and Wales ('Kettlewell Motorhomes', 'we' or 'us'). Our company registration number is 12804540 and our registered office is at Elizabeth House 1 Brewery Close, Barker Business Park, Melmerby, Ripon, North Yorkshire, England, HG4 5NL.
- 2.2 You can contact us by telephoning our customer service team at 01765 530825 or by writing to us at Kettlewell Motorhomes Ltd, Elizabeth House 1 Brewery Close, Barker Business Park, Melmerby, Ripon, North Yorkshire, England, HG4 5NL or by email at bookings@lucyandbensmotorhomes.co.uk.
- 2.3 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 during the order process ('the order'). When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 The contract is between Kettlewell Motorhomes and the customer named in the order ('you') and the sole subject of the contract is the hiring out of the motorhome that you have chosen in your order (being one of our available motorhomes at the time of the order), for the period of time referred to in your order, and at the price for that rental period described on our website (subject to any chargeable extras that you may order from us over and above the basic hire charges). The statutory provisions relating to travel contracts do not apply to the contract. You will organise your journey in our motorhome yourself and making use of the motorhome is your own responsibility.
- 3.2 The contract will come into existence between us when we email you to confirm receipt of the initial 40% of the total cost of the hire and provide you with the details of your booking ('booking confirmation email').
- 3.3 If we are unable to accept your order, we will inform you of this in writing and will not charge you for the hire. This might be because the motorhome is no longer available, 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 motorhome.
- 3.4 You acknowledge that Kettlewell Motorhomes retain title to the motorhome and its contents at all times. We do not sell our motorhome to you; we simply hire it to you. You will temporarily possess the motorhome as a hirer only. You shall not agree, attempt, offer or purport to either sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the possession of, or otherwise deal with, our motorhome.

4. PRICE

- 4.1 Prices quoted are inclusive of applicable VAT and include the following:
- 4.1.1 Fully comprehensive insurance for one driver aged between 25 and 75.
 - 4.1.2 Unlimited UK mileage.
 - 4.1.3 UK breakdown cover.
 - 4.1.4 One full tank of fuel and one full bottle of gas.
 - 4.1.5 All cooking equipment, crockery, cutlery, bed linen, bath linen and onboard equipment.
 - 4.1.6 Any optional or added extras selected during the booking.
- 4.2 If the rate of VAT changes between the date you submit your order and the date you pay us (or pay the balance to us), we will adjust the rate of VAT that you pay.



4.3 It is always possible that, despite our best efforts, some of the hire charges may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct charge at your order date is less than our stated hire charge at your order date, we will charge the lower amount. If the correct charge at your order date is higher than the stated hire charge, we will contact you for your instructions before we accept your order. If we accept your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

5. INSURANCE

5.1 Fully comprehensive cover for one driver is included in the standard hire charge.

5.2 Drivers must be aged between 25 and 75 years old and have held a UK/EU licence for 2 years, with no more than two convictions in the last 3 years (amounting to no more than 6 penalty points). Other licence holders will only be permitted to drive the motorhome with our express prior written permission, which we may or may not grant at our entire discretion.

5.3 An additional driver can be added at a cost of £20 per driver.

5.4 You are responsible for any legal penalties, speeding fines or parking tickets which are incurred during the period of hire.

5.5 The insurance cover we take out with our provider only covers the motorhome and does not cover personal possessions. We recommend that you take out insurance to cover your possessions during the rental period.

5.6 You are liable to any third parties as a result of your use of the motorhome, to the extent that such liability is not covered by the insurance policy for the motorhome that is included in the standard hire charge.

6. PROOF OF IDENTITY / DOCUMENTATION

6.1 You must provide all of the information marked as "mandatory" field in the order process, which includes details of all drivers who will be driving the motorhome and their respective driving licence numbers.

6.2 On the day of collection of the motorhome all drivers must be present and you must provide the following information so that we can hire the motorhome out to you:

6.2.1 A copy of the driving licence for each driver.

6.2.2 Two proofs of address for each driver (these must comprise of 1 x utility bill (electricity, water, gas, broadband, council tax or landline) and 1 of the following: TV/internet/landline telephone bill, bank or credit statement, credit card bill or statement, or mortgage/pension statement).

6.3 Failure to provide the information in clauses 6.1 and 6.2 may result in you not being able to hire the motorhome. We may terminate the contract in these circumstances. We will not be responsible for supplying the motorhomes late if this is caused by you not giving us the information we need prior to the motorhome hire.

6.4 Two checks against the drivers will be carried out for each booking; one upon booking and another 7 days before the hire commencement. This is to ensure that there are no changes to the driver's licence between booking and the hire commencement that may affect their eligibility to hire from us.

7. PAYMENT DETAILS

7.1 Kettlewell Motorhomes accept payment by BACS or cheque. Cash payments are not accepted.

7.2 40% of the total cost of the hire is taken upon booking, with the remaining 60% of the total cost due four weeks before the start of the rental period.

7.3 If you book less than 4 weeks before the start of the rental period, the total cost of the hire is payable upon booking.

7.4 Any gift vouchers or discount codes are limited to one per booking and cannot be used in conjunction with other offers.



8. SECURITY DEPOSIT

- 8.1 A refundable security deposit of £500 must be paid in full when you collect your motorhome. The security deposit must be paid by credit card only. Details of the credit cards we accept are shown on our website.
- 8.2 The security deposit is held against the costs of the following:
- 8.2.1 The insurance excess in the event of an accident or any damage caused to the motorhome; and/or
 - 8.2.2 Any additional charges that may be incurred, including any claims for damages not claimed on insurance (please see 'Additional Costs' at clause 17 of these terms).
- 8.3 The security deposit will be refunded, less any of the costs set out at clause 8.2 (if applicable), within 7 days of the end of the hire period.
- 8.4 Should Kettlewell Motorhomes retain any funds from the security deposit, you will be provided with an explanation of why we have retained those sums and an itemised receipt detailing the relevant costs we have incurred.

9. AVAILABILITY

- 9.1 In the event that your chosen motorhome becomes unavailable, we may substitute a comparable or similar motorhome, but if we do so we will notify you as soon as reasonably possible and you may then contact us to end the contract before the start of the hire period and receive a full refund within 7 days.
- 9.2 If a comparable substitute is not possible, a full refund will be issued within 7 days.

10. CANCELLATION

- 10.1 If you wish to cancel your booking, you must inform us of your decision to cancel the contract by a clear statement (e.g. a letter sent by post or email), followed up by a phone call.
- 10.2 If a booking is cancelled by you, the 40% advance payment that you paid at the time of booking will be retained by us. The following further charges will also apply, depending on the time of cancellation:
- 10.2.1 If cancellation occurs more than 4 weeks prior to the start of the hire period, the balance of the hire charge (if already paid) will be refunded to you.
 - 10.2.2 If cancellation occurs between 2 and 4 weeks prior to the start of the hire period, 50% of the remaining balance of the hire charge will be refunded.
 - 10.2.3 If cancellation occurs less than 2 weeks prior to the hire commencement, none of the balance of the hire charge will be refunded.
- 10.3 Gift vouchers are non-refundable.

11. COVID-19 CANCELLATION POLICY

- 11.1 Should any lockdown measures be implemented by the appropriate authorities that make it impossible to travel and/or pick up the motorhome, you will be offered a full refund or the choice to amend the dates of your booking at no extra cost.
- 11.2 Should you cancel your booking by choice, this includes instances whereby you or any member of your party are isolating, display COVID-19 symptoms or receive a positive COVID-19 test result, our standard cancellation policy remains valid.

12. COLLECTION AND RETURN

- 12.1 The motorhome should be collected from Potter Space, Green Lane, Melmerby, Ripon, North Yorkshire, HG4 5HP at 2pm on the date set out in your booking confirmation email. The time is currently inflexible due to our rigorous cleaning procedures. You should allow approximately 1 hour upon arrival for us to show you around the motorhome, clear the security deposit and complete any additional checks. For the avoidance of doubt, you can only take the motorhome on hire if you have paid in full, cleared funds for the hire and the security deposit, and have provided us with the documentation we have requested from you and provided our checks on the relevant drivers' licences are satisfactory to us (in our reasonable opinion).



- 12.2 No reimbursement is available for the loss of hire time if you arrive late to collect the motorhome, and the hire period will not be extended.
- 12.3 If you do not collect the motorhome from us as arranged or if you do not re-arrange to collect it within the booked period of hire, we will contact you for further instructions and if, despite our reasonable efforts, we are unable to contact you or re-arrange collection within the booked period of hire we may terminate the contract.
- 12.4 It is your responsibility to return the motorhome in the same condition as it was provided to you ("Pre-rental condition"). If you fail to do so for any reason (other than fair wear and tear), you will have to pay the costs arising from any damage to the motorhome and any other costs to restore the motorhome to its Pre-rental condition in accordance with clause 17 of these terms. For the avoidance of doubt, you are liable for the full replacement value of the motorhome if you fail to return it at all.
- 12.5 The motorhome should be returned at Potter Space, Green Lane, Melmerby, Ripon, North Yorkshire, HG4 5HP by 10am on the date set out in the booking confirmation email. You should allow approximately 1 hour upon return of the motorhome for the relevant checks to be carried out and for the sign-off (to confirm whether or not the motorhome is still in its pre-rental condition) to be completed. Please note that if the motorhome is returned after 10am, a late fee will be charged at an hourly rate. Please see the 'Additional Costs' section of these terms for more information.

13. CAR PARKING

- 13.1 Free car parking is offered in our secure compound, at your own risk, for the duration of the hire.

14. MILEAGE

- 14.1 Unlimited UK mileage is included in the cost of the hire.

15. FUEL & GAS

- 15.1 All of the motorhomes run on diesel and are despatched with a full tank. The motorhome must return with a full tank; failure to do so will result in you being charged. The cost for this is listed in the 'Additional Costs' section of these terms.
- 15.2 If you fill the tank with the wrong fuel, you are liable for the costs to rectify this issue. The costs for this are listed in the 'Additional Costs' section.

16. BREAKDOWN

- 16.1 Full breakdown cover is included in the standard hire charge. Breakdown cover details are included in the motorhome. You should follow the procedures referred to in the breakdown cover documentation in the event of breakdown.
- 16.2 If a mechanical fault occurs during the hire period which is not due to negligence or breaking the terms set out and you have to incur costs at a garage to get the fault fixed, we will reimburse the full amount you have paid to the garage if valid receipts are provided and our prior consent has been given for these repairs.

17. TRACKERS & SAT NAV

- 17.1 The motorhomes are fitted with both trackers and motorhome-specific sat navs used to ensure safe and compliant operation of the motorhome in line with these terms and conditions.
- 17.2 It is strongly recommended that you use the motorhome-specific sat nav whenever travelling to ensure that roads unsuitable for motorhomes are avoided.
- 17.3 If the motorhome is not returned on the agreed date, time and place, we may use the data recorded on the device to recover our motorhome. We may attend on any premises of yours to recover our motorhome after the end of the period of hire, and recover our costs of doing so from you, in addition to any other costs to which we may be entitled in these circumstances.

18. ADDITIONAL COSTS

	Details	Cost	Rate
Infringement	An admin fee will be charged to cover the cost of processing any fines or fixed penalties incurred by you during the hire period and you will be invoiced for this.	£24	Per infringement
Fuel Tank	If the fuel tank is not returned full, the following cost is applicable.	£24 + cost to fill the tank	Per hire
AdBlue	If the AdBlue tank is not returned full, the following cost is applicable.	£24 + cost to fill the tank	Per hire
Late Return	If the motorhome is returned after 10:00am on the due date, a late fee will be charged at an hourly rate.	£24	Per hour after the due return time
Stains	If the motorhome is returned with stained upholstery (seats, mattresses, carpets), a cleaning fee will be charged.	£120	Per hire
Additional Cleaning	If the motorhome is returned in a soiled state, whereby additional cleaning is required, a cleaning fee will be charged.	£96	Per hire
Toilet/Waste Water	If the toilet cassette and/or waste water tank is not returned empty, the following cost is applicable.	£120	Per hire
Wrong Fuel	The motorhomes run off diesel. If petrol is put into the fuel tank, you are liable for the cost to rectify this.	£600	Per hire
Smoking	If there is any evidence of smoking in the motorhomes, a valeting fee will be charged.	£240	Per hire

18.1 In the event of damage to the motorhome, it will be at our discretion as to whether we make a claim on our insurance. If we elect to make a claim on our insurance for damage caused by you, we reserve the right to charge you the insurance excess of £500.00. Alternatively, if we elect not to make a claim on our insurance, we reserve the right to charge you directly for the cost of the repairs.

18.2 Any additional costs incurred (including as a result of damage caused by you as set out at clause 17.1) will be deducted from your security deposit in accordance with clause 8.2.

18.3 Should the additional costs incurred by you in accordance with this clause 17 exceed the value of your security deposit, an invoice will be raised. The invoice should be paid within 7 days of the invoice date.

19. ADDITIONAL FEES

19.1 The following additional extras can be added onto the hire at the specified cost.

	Cost	Rate
Additional driver	£20	Per hire
Bike rack	£15	Per hire
BBQ	£35	Per hire
Outdoor chairs	£5	Per chair per hire
Hamper	Listed on website – subject to change	Per hire

20. LIMITATION OF LIABILITY

20.1 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 and for fraud or fraudulent misrepresentation. Note that as a consumer, you have legal rights in

relation to services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau. Nothing in these terms will affect those legal rights.



20.2 Our motorhomes are for domestic and private use only. If you use our motorhome 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.

21. MAINTENANCE

21.1 Pre-hire service checks are carried out by Kettlewell Motorhomes prior to every hire. Any maintenance requirements will be fulfilled by Kettlewell Motorhomes.

22. TERMINATION

22.1 We reserve the right to terminate the contract prior to the start of the hire period if:

- 22.1.1 One of the named drivers in the order fails either of the two eligibility checks detailed at clause 6 above; or
- 22.1.2 You do not pay us for the hire of the motorhome when you are supposed to (see clause 7) and you do not make payment within 7 days of us reminding you that payment is due, or if you do not pay for the hire in full, plus any security deposit, in advance of the hire period.

22.2 We reserve the right to terminate the contract and repossess the motorhome at any time, and you are responsible for our costs of repossessing the motorhome, if:

- 22.2.1 There is a breach of these terms and conditions by you.
- 22.2.2 The motorhome has been obtained by fraud or misrepresentation.
- 22.2.3 The motorhome is abandoned.
- 22.2.4 The motorhome isn't returned by the agreed time, or we have reason to believe that it will not be returned by the agreed time.

22.3 In the event of termination, you have no right to any refund of the rental charges or security deposit.

22.4 You have the right to terminate the contract in the event of our material breach of these terms and conditions or if we become insolvent.

23. USE OF MOTORHOMES

23.1 The motorhomes must only be driven by the drivers named in the booking confirmation email, and you will ensure that all drivers comply with these terms and conditions. The motorhomes are not to be driven otherwise than in a cautious, prudent and normal manner.

23.2 The following are a breach of these terms and conditions:

- 23.2.1 Using the motorhome in a manner which could cause damage.
- 23.2.2 The motorhome being driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law.
- 23.2.3 The ignition key being left in the motorhome, or the motorhome not being locked, while it is unoccupied.
- 23.2.4 The motorhome being driven by persons under the age of 25 or not authorised by law to drive the motorhome.
- 23.2.5 The motorhome being damaged by submersion in water.
- 23.2.6 The motorhome being put into contact with saltwater.
- 23.2.7 The motorhome being used for any illegal purpose for any race, rally or contest.
- 23.2.8 The motorhome being used to tow any vehicle or trailer.
- 23.2.9 The motorhome being used to carry passengers or property for hire or reward.
- 23.2.10 The motorhome being used to carry more than people that its stated capacity.
- 23.2.11 The motorhome being used to carry volatile liquids, gases, explosives or other corrosive or inflammable material.
- 23.2.12 The motorhome being used for any business use whatsoever.

24. ROAD RESTRICTIONS

24.1 Our motorhomes may only be driven on surfaced roads, except for campsites.

24.2 We reserve the right to restrict movements in times of severe weather conditions.



25. EUROPEAN TRAVEL

25.1 European Travel cover is not offered by Kettlewell Motorhomes. **You must not leave the UK in any of the motorhomes.**

26. ANIMALS

26.1 As much as we love animals they, unfortunately, are not permitted in our motorhomes. Evidence of animals in the motorhome will result in a valeting charge being incurred by you.

27. ALTERATIONS

27.1 You shall not make any alterations or additions to the motorhome without the prior consent of Kettlewell Motorhomes.

28. SMOKING

28.1 Kettlewell Motorhomes operate a strict no smoking policy in the motorhomes. Evidence of smoking in the motorhome will result in a valeting charge being incurred by you.

29. ACCIDENTS

29.1 In the event of any accident, loss or damage arising out of the use of the motorhome, you will notify us as soon as possible and in any event within 24 hours of the accident, loss or damage.

29.2 You must obtain the names, addresses and contact details of any third parties and witnesses, and report the event to the nearest police station (and obtain a crime number in the event of theft).

29.3 You agree to assist us in handling any claim arising from any event, including providing all relevant information and attending court to give evidence.

30. DATA PROTECTION

30.1 We will only use your personal information as set out in our Privacy Policy.

31. GOVERNING LAW

31.1 The contract is governed by these terms and conditions and the law of England & Wales and the English courts will have exclusive jurisdiction to resolve any matters relating to the contract.

32. SEVERENCE

32.1 If a court finds part of this contract illegal, the rest will continue in force. 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.