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2019

Camp & Cruise Motorhomes LTD

**[ TERMS & CONDITIONS OF HIRE ]**

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# **CAMP & CRUISE MOTORHOMES LTD T & C'S**

## **1. Definitions of Terms and Conditions:**

'I', 'me' and 'my' refers jointly and severally to the person or persons who are the customers.' This Agreement' means the Rental Agreement, the Insurance Motor Rental Agreement and these Terms and Conditions.

**1.1 'Camp & Cruise':** Means Camp & Cruise motorhomes ltd, trading as Camp & cruise motorhomes, Airport Road Cloughran Co Dublin Ireland.

**1.2 'Customer':** Means the person or persons nominated as the driver(s) under the heading 'Driver Details' on the Insurance Motor Rental Agreement and any person whose credit card is presented in payment of the customer's charges.

**1.3 'Living Equipment':** Includes but is not limited to DVD player, CD player, crockery, cutlery, cooking utensils, pillows, sleeping bags and towels.

**1.4 'Rental Period':** Means the hire period referred to under the heading 'Hire Period' on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control

**1.5 'Vehicle':** Means the vehicle described under the heading 'Vehicle Details' on the Rental Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the Vehicle and any replacement or substitute Vehicle which may be provided at the discretion of Camp & Cruise Motorhomes Ltd.

**1.6 'Security Deposit':** Means a sum of money deposited as security against damage with Camp & Cruise Ltd, for the duration of the rental period and which is refundable to the hirer within 7 days of the return of vehicle to Camp & Cruise Motorhomes Ltd, clean and undamaged.

## **2. Delivery and Return of the Vehicle**

Pick up times are 3.00pm -6.00pm and return by 11.00am on final day. I acknowledge having received the Vehicle in a clean condition and in sound working order and with a tank of **Diesel**. I will return the vehicle in a clean condition, and the same amount of **Diesel** which was giving upon rental on the return date and time (as agreed). I acknowledge that Camp & Cruise Motorhomes Ltd. will not refund to me any monies, nor have any obligation to provide a replacement vehicle, if the Vehicle is returned or I cease to have the use of the Vehicle prior to the return date for any reason e.g. **accident, weather or theft**

### **2.1 Cleaning Requirements**

Camp and Cruise will Charge **€150.00** valet charge if the Vehicle is not returned with the interior in a clean condition **€250.00** if the unit requires more than 2 hours cleaning and **€500.00** if the unit requires full sterilization.

The nominated additional fee of **€50.00** if the toilet and waste water tank are not emptied prior to the return of the vehicle.

Please ensure

1. Toilet Cassette emptied, rinsed and refilled with chemical solution provided.
2. Interior floor swept and cleaned
3. Dashboard and interior surfaces cleaned.
4. Fridge emptied and clean
5. Bathroom and Toilet cleaned and Kitchen cleaned

### **3.Rental and Other Charges.**

I will pay Camp & Cruise Motorhomes Ltd.:

- All rental charges.
- The security deposit.
- The nominated cleaning fees
- The nominated cancellation fee in the event of cancellation of this agreement prior to acceptance of delivery of the vehicle.
- The cost of any damage to the Vehicle or the property of any third party.
- All government fees and duties etc.
- All parking fines, other fines or penalties, and/or accidents including third party property, damage not reported on return of the vehicle; and associated administration costs incurred in relation to the vehicle during the Rental Period.
- Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by Camp & Cruise Motorhomes Ltd. as a result of any breach by me of the terms of this Agreement.
- The cost to recover a Vehicle which has become bogged.

### **4. Errors in Rental Charges**

Total charges as set out therein are not final. I will pay any shortfall in charges to Camp & Cruise Motorhomes Ltd. and I will receive a refund for any overcharge acknowledged by Camp & Cruise Motorhomes Ltd

### **5. Payment of Charges Joint and Several Liability**

All charges and expenses payable by me under this Agreement are due on demand by Camp & Cruise Motorhomes Ltd. If I do not pay all charges when due, I agree to pay a late charge of 1.5% per month on the outstanding balance and any collection costs incurred by Camp & Cruise Motorhomes Ltd. , including reasonable legal fees. When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this Agreement.

## **6. Credit Card Payment**

Camp & Cruise Motorhomes Ltd will accept payment by credit cards approved by Camp & Cruise Motorhomes Ltd EFT, Bank Draft, Cash, Debit and Laser cards are also accepted Credit cards incur a 2.5% surcharge on Transactions, Debit laser bank drafts and cash carry no charge.

When payment is paid by credit card, I agree that:

- Camp & Cruise Motorhomes Ltd. is irrevocably authorised to complete any documentation and to take any other action to recover from my credit card issuer all amounts due by me pursuant to this Agreement, including but not limited to, any amounts due in respect to damage to the Vehicle or to property of a third party and all other additional charges as they are incurred **(including all parking and traffic infringement penalties, road toll fines, London congestion charges, and associated administration costs);**

- I will not dispute my liability to Camp & Cruise Motorhomes Ltd. for any amount due under this agreement and I shall indemnify and keep indemnified Camp & Cruise Motorhomes Ltd. against any loss incurred (including legal costs) by reason of notifying my credit card issuer of such dispute.

- Camp & Cruise Motorhomes Ltd. may process the credit card voucher; in the event that Camp & Cruise Motorhomes Ltd. elects to accept payment of the Security Deposit by holding an open security payment which will be cancelled at the completion of the Rental Period, I agree that Camp & Cruise Motorhomes Ltd. is entitled to recover payment from my credit card issuer pursuant to paragraph (1) in respect of any amounts due which were not known at the time of cancelling the open security payment.

- I acknowledge that all transactions under this agreement are conducted in Euro. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against my credit card and the amount refunded within 28 days after the expiration of the rental period. I release Camp & Cruise Motorhomes Ltd. from any liability for such variation.

## **7. My Warranties**

I warrant that all information supplied by me to Camp & Cruise Motorhomes Ltd. in connection with this agreement is true.

## **8. Vehicle Damage - Insurance Cover & excess cover supplied by camp and cruise ltd**

I am aware that:

- The Vehicle is insured for damage to the Vehicle and the property of a third party if involved in a road traffic accident Except **(8.4** exclusions)

- I am aware that I will be liable for an insurance excess of €2500.00

- I will not have any insurance cover myself and I will be responsible for the total cost of any damage if I breach any of the terms of this Agreement unless excess cover has been purchased with Camp & Cruise Motorhomes LTD.

## **Excess insurance cover Supplied by Camp and Cruise Motorhomes**

**8.1** Mirrors Tyres Hub caps and windscreen cover €12 extra per night.

## **Excess insurance cover Supplied by Camp and Cruise Motorhomes**

**8.2** **€2500 Reduced to €1250** or by 50 Percent

4/6 Days €50 Per Day

7/13 Days €30 Per Day

14/21 or more Days €25 Per Day **Capped at €350**

**8.3** **€2500 Reduced to €1000** or by 60%

4/6 Days €60 Per Day

7/13 Days €50 Per Day

14/20 Days or more €30 Per Day **Capped at €420**

### **8.4 Insurance Exclusions:**

The Theft of a camper will not be covered by Insurance if the keys are left in the ignition in or on the vehicle whilst unoccupied and the hirer shall be held fully responsible for a replacement vehicle.

Damage caused to the underside or any mechanical part of the vehicle, eg Clutch/gearbox, will be charged at the full excess amount and cannot be reduced with an additional protection package. Therefore, the hirer accepts full liability for these, which is, in addition to the standard excess of the vehicle should that apply.

Windscreen, mirrors and/or Tyre Damage is not covered by the standard vehicle insurance but can be covered under the special cover package see **8.1** \_

Replacement or repair of aerials, Glass, Wheels, Roof, underside of vehicle or incorrect fuelling for which the hirer is responsible.

Please note that **no insurance** is offered for damage to the roof/overhead cab of any vehicle and any damage to the roof is deemed as gross negligence, any such damage will be charged at a fixed cost of **€5000** Chargeable on return of the vehicle

## **9. Security Deposit – pre authorization**

On taking delivery of the Vehicle, I agree to pay the Security Deposit.

I irrevocably authorise Camp & Cruise Motorhomes Ltd. to deduct from the Security Deposit as per section 8. any amounts due by me to Camp & Cruise Motorhomes Ltd. arising out of this Agreement.

The security deposit will be refunded within 7 working days of the vehicle being returned to the correct location.

## **10. Road Restrictions**

All Vehicles may only be driven on sealed / bitumen roads.

I acknowledge that Camp & Cruise Motorhomes Ltd. reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.

## **11. Use of the Vehicle**

I agree that during the rental period, I will not and will not allow the vehicle to be:

- Driven otherwise than in a cautious, prudent and normal manner.
- Used in a manner that could cause damage.
- Driven in a prohibited area or in an area other than the areas indicated by me to Camp & Cruise Motorhomes Ltd.
- Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law.
- Left with the ignition key in the vehicle while it is unoccupied.
- Left unoccupied and unlocked.
- Driven by persons:
  - Under the age of 25 years or over the age of 70 years unless specifically authorised by Camp & Cruise Motorhomes.
  - Who is not authorised by law to drive the vehicle. Particulars of a proposed licensed driver of the Vehicle are set out under the heading 'Driver Details' in the Motor Rental Agreement.
- Damaged by:
  - Submersion in water.
  - Contact with salt water.
- Used for any illegal purpose for any race, rally or contest.
- Used to tow any vehicle or trailer.
- Used to carry passengers or property for hire or reward.
- Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this agreement.
- Used to carry volatile liquids, gases, explosives or other corrosive or inflammable materials.
- Otherwise used in breach of my obligations under this Agreement.

## **12. Alterations to the Vehicle**

I shall not make any alterations or additions to the Vehicle without the prior written consent of Camp & Cruise Motorhomes Ltd.

## **13. Pets & smoking**

I will not allow smoking of any kind in the vehicle. I will not allow pets or any animals in the vehicle only guide dogs and a valet fee of €150 will apply if returned soiled

## **14. Passengers**

Camp & Cruise Motorhomes Ltd. authorises the use of these vehicles up to the stated number of passengers. Each person to use the safety restraints provided at all times whilst vehicle is in motion.

## **15. Maintenance**

I shall take all reasonable steps to properly maintain the Vehicle, including oil checks, water and batteries.

I acknowledge that Camp & Cruise Motorhomes Ltd. will reimburse me for expenditure up to €75.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle (not including the water system, refrigerator, heating, audio and DVD equipment) provided that:

- I produce relevant receipts.
- I have received the prior consent of Camp & Cruise Motorhomes Ltd.
- The damage is not due to my fault or my breach of this Agreement.
- Subject to the terms of this agreement, I will pay for the cost of repairing or replacing tyres damaged during the Rental Period (not including punctures) PROVIDED THAT Camp & Cruise Motorhomes Ltd. will reimburse me for expenditure reasonably incurred if:
  - I produce relevant receipts;
  - The tyre is defective and is returned by me to Camp & Cruise Motorhomes Ltd. for inspection; and
  - The manufacturer accepts liability under his warranty.
  - I will be liable for any costs associated with the incorrect use of fuel (fuel being diesel or petrol).



## **16. Accidents & Responsibility**

In the event of any accident, loss or damage arising out of the use of the vehicle, I will:

- Notify Camp & Cruise Motorhomes Ltd. within 24hrs of occurrence.
- Obtain the names and addresses of third parties and any witnesses and report the occurrence to the nearest police station;
- **Complete an accident report form as supplied;**
- **Not make any admission of liability to other parties, settlement offer or other like offer;**
- Assist Camp & Cruise Motorhomes Ltd. in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.
- I acknowledge that the excess or other amount due by me in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period.
- I will pay for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault.

## **17. Terminating the Agreement/Cancellation by camp and cruise Motorhomes LTD**

I acknowledge that **Camp & Cruise Motorhomes Ltd. may terminate this Agreement and repossess the Vehicle at any time, without notification to me, and that I will pay the reasonable costs of repossessing the Vehicle, including towing charges if:**

- I am in breach of any term of this Agreement;
- I have obtained the Vehicle through fraud or misrepresentation;
- The Vehicle appears to be abandoned;
- The Vehicle is not returned on the agreed return date or Camp & Cruise Motorhomes Ltd. reasonably believes that the Vehicle will not be returned on the agreed return date;

Camp & Cruise Motorhomes Ltd. considers on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered. I understand that in the event of such termination or repossession, I have no right to a refund of any part of the rental charges or the Security Deposit.

### **Cancellation by Camp and Cruise Motorhomes Ltd**

Camp and Cruise Motorhomes LTD Reserve the right to cancel a reservation at the proposed commencement of hire as Follows:

1. Driving license for the named driver is not produced or valid in accordance with stated conditions,
2. Failure to provide funds for the €2000 security deposit by credit card only by the named driver.
3. Over occupancy of the vehicle,
4. Address on the named Drivers driving license does not match the billing address if additional proof of ID is required.

Hirers from outside the ROI Must Provide both a valid passport and driving license as proof of ID. No Compensation is available for any additional arrangements booked by the hirer (e.g. flights, concert tickets) Camp and Cruise Motorhomes LTD Reserve the right to refuse to hire to any person, without stating the cause. The booking Deposit may be refunded in this case.

### **18. Change of Vehicle.**

Camp & Cruise Motorhomes Ltd. reserves the right, at its absolute discretion, to substitute the vehicle with a replacement. In that event, I shall not be liable for any increased rental or other charges save for any addition running costs pertaining to the substitute vehicle. Such substitution shall not entitle me to any refund and does not constitute a breach of this Agreement.

### **19. Release and Indemnity of Camp & Cruise Motorhomes Ltd.**

Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I release Camp & Cruise Motorhomes Ltd., its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this Agreement, including but not limited to:

- Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose;
- Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any Camp & Cruise Motorhomes Ltd. premises or recovered or handled by Camp & Cruise Motorhomes Ltd.

Subject to any insurance arrangements agreed with Camp & Cruise Motorhomes Ltd., I hereby indemnify and shall keep indemnified Camp & Cruise Motorhomes Ltd., its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the Vehicle.

### **20. Title to Vehicle**

I acknowledge that Camp & Cruise Motorhomes Ltd. retains title to the Vehicle and

that I possess the goods as a mere bailee only. I do not have any right to pledge Camp & Cruise Motorhomes Ltd. credit in connection with the Vehicle and agree not to do so. I shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle

**21. Changes**

Any changes to this agreement must be in writing and must be signed on behalf of Camp & Cruise Motorhomes Ltd. and by me.

**22. Proper Law**

This agreement shall be governed by the National Law in which this agreement was signed.

**23. Entire Agreement**

This agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement. Camp & Cruise Motorhomes Ltd. reserves the right to add or amend any rental charges without prior notice.

Camp & Cruise Motorhomes Ltd. reserve the right to adjust hire rates at any time. Quotes will be valid for two weeks unless a holding deposit is paid. The price will then be fixed at the agreed rate as detailed on your confirmation of booking and invoice.

**24. Cancellation by the Hirer**

More than 28 Days -20% booking deposit is retained

4 weeks-2 weeks 50% of total hire charge is retained.

2 weeks to no show 100% of the total hire charge is retained.

**25. Complaints**

Camp and Cruise Motorhomes LTD are contactable on our landline 0035318623860 or mobile 00353858009571 Throughout the rental period. All faults, Damage or complaints must be reported immediately on these numbers or at least on the return of the vehicle. In the event that a complaint is not satisfactorily resolved upon return, the hirer must inform Camp and Cruise in writing within 14 days.

**I have read the above terms and conditions of hire and I accept them.**

**Signed** \_\_\_\_\_ **Dated** \_\_\_\_\_

**BLOCK CAPITALS** \_\_\_\_\_ **Witnessed** \_\_\_\_\_