

Terms and Conditions

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. In the event of any discrepancy between these Terms and Conditions and any other literature of the lessee, the provisions of these Terms and Conditions apply. 'The lessor' Means a motorhome hire company. 'Customer' Means the person or persons nominated as the hirer under the heading 'Hire Details' on the Insurance Motor Rental Agreement and any person whose credit card is presented in payment of the customer's charges. 'Living Equipment' Includes but is not limited to crockery, cutlery, cooking utensils, bedding, Towels, Child seats and outdoor furniture.

'Rental Period' Means the hire period referred to under the heading 'Booking Details' 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 '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 the lessor. 'Security Deposit' Means the Vehicle security deposit secured against any damage caused to the motorhome or any additional equipment while on hire.

Reservations: : A deposit of 300 Euro is required to secure an advance booking. Full rental charges are payable at least 28 days before the start of hire.

The lessor has a minimum charge of 80€ for any inhouse work to be carried out on repairs or breakages to our motorhomes. Furthermore be advised that a rate of 160€ is charged on a "per day" basis. This is based on a in house repair only.

Cancellation: : When six weeks notice is given of cancellation €100 of the booking deposit is retained. When six to four weeks notice is given the deposit is forfeited. When less than four weeks notice is given, every effort will be made on our part to re-let the motor home. Should we be unable to do so, full rental charges will be forfeited.

2.) Delivery and Return: of the Vehicle Pick up times are after 3.00PM and return time before 10.00AM. I acknowledge having received the Vehicle in a clean condition and in sound working order in accordance with the Departure Checklist and with a full fuel tank. I will return the vehicle in a clean condition with a full fuel tank, on the return date and time set out in the Rental Agreement.

I acknowledge that the lessor 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.

3.) Rental and Other Charges: I will pay the lessor: All rental charges. The security deposit. The nominated cleaning fee of €200.00 if the Vehicle is not returned with the interior in a clean condition and the toilet and waste water tank are not emptied prior to the return of the Vehicle.

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 the lessor as a result of any breach by me of the terms of this Agreement. The daily rental rate for the period the Vehicle is off fleet for accident repairs (demurrage). 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 the lessor and I will receive a refund for any overcharge acknowledged by the lessor.

5.) Payment of Charges: Joint and Several Liability All charges and expenses payable by me under this Agreement are due on demand by the lessor. If I do not pay all charges when due, I agree to pay a late charge of 5.0 % per month on the outstanding balance and any collection costs incurred by the lessor, 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: When payment is paid by credit card, I agree that; The lessor 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, and associated administration costs); I will not dispute my liability to the lessor for any amount due under this agreement and I shall indemnify and keep indemnified the lessor against any loss incurred (including legal costs) by reason of notifying my credit card issuer of such dispute.

The lessor may process the credit card voucher; in the event that the lessor elects to accept payment of the Security Deposit by holding an open security payment which will be refunded at the completion of the Rental Period, I agree that the lessor 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 refunding of the 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 7 days after the expiration of the rental period. I release the lessor from any liability for such variation.

7.) My Warranties: I warrant that all information supplied by me to the lessor in connection with this agreement is true.

8.) Vehicle Damage – Insurance Cover 8.) Vehicle Damage – Insurance Cover I am aware that; The Vehicle is insured for damage to the Vehicle and the property of a third party; I will have to pay an excess for any damage. The insurance excess is €1800.00. I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this Agreement.

9.) Security Deposit: The hirer must pay a cash security deposit of €1800 before taking the camper on hire. This deposit is secured against damage caused by hirer. This includes loss of skylights, mirrors, window or windscreen damage, tyre damage, and any

damage to camper body. The deposit can only be accepted as cash or through credit card. On taking delivery of the Vehicle, I agree to pay the Security Deposit. I irrevocably authorise the lessor to deduct from the Security Deposit any amounts due by me to the lessor arising out of this Agreement.

The security deposit will be refunded within 10 working days of the vehicle being returned to the correct location, undamaged, with a clean interior with a full fuel tank. We reserve the right to retain a €200.00 cleaning fee if the motorhome is not returned with the interior in a clean condition. Also the toilet and waste water tank must be emptied prior to the return of the vehicle.

10.) Road Restrictions: All Vehicles may only be driven on sealed / bitumen roads. I acknowledge that I am not permitted to drive the motorhome through the area known as the Connor Pass in Kerry. Insurance is void on the Connor Pass. I acknowledge that the lessor 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 which could cause damage. Driven in a prohibited area or in an area other than the areas indicated by me to the lessor. 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 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 material. 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 consent of the lessor. I am aware that; The Vehicle is insured for damage to the Vehicle and the property of a third party; I will have to pay an excess for any damage. The insurance excess is €1800.00. I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this Agreement.

13.) Pets & smoking: I will not allow smoking of any kind in the vehicle. I will not allow pets in the motorhome.

14.) Passengers: The lessor authorises the use of these vehicles up to the stated number of passengers, i.e. the number of safety restraints provided. 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 the lessor will reimburse me for expenditure up to €100.00 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; and I have received the prior consent of the lessor, 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 the lessor will reimburse me for expenditure reasonably incurred if; I produce relevant receipts; The tyre is defective and is returned by me to the lessor 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 PETROLI).

16.) **Responsibility:** when accident occurs In the event of any accident, loss or damage arising out of the use of the vehicle, I will Notify the lessor within 24hrs of the happening of the event. Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station; Complete a European accident report form as supplied; Not make any admission of liability to other parties, settlement offer or other like offer; Assist the lessor 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:** I acknowledge that the lessor 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 the lessor reasonably believes that the Vehicle will not be returned on the agreed return date; the lessor 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.

18.) **Change of Vehicle:** The lessor reserves the right, at its absolute discretion, to substitute a comparable Vehicle for the Vehicle. 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 the lessor. Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I release the lessor, 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 the lessor premises or recovered or handled by the lessor.

Subject to any insurance arrangements agreed with the lessor, I hereby indemnify and shall keep indemnified the lessor, 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 the lessor retains title to the Vehicle and that I possess the goods as a mere bailee only. I do not have any right to pledge the lessor 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 the lessor 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. The lessor reserves the right to add or amend any rental charges without prior notice. The lessor reserves 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.