

Terms and conditions

Castle Motorhome Rental Information

1 Hire rates quoted include

- Unlimited miles
- UK standard vehicle insurance
- UK standard equipment & breakdown

*Insurance loading

In some cases Castle Motorhome will incur additional charges if the driver to be insured has a traffic conviction, is using a non-UK driving license or is deemed high risk. These charges will be passed onto the customers

*Castle Motorhome will supply full breakdown cover to cover any mechanical faults to the base chassis of the motorhome. Any call out charges necessitated by the client through operator error e.g. a flat vehicle battery wrong or insufficient fuel, keys locked in motorhome etc will be the responsibility of the client.

2 Insurance

Standard excess. The hire rate quoted includes a standard excess of GB £1000.00 In the event of any damage to either the vehicle or third party property, the hirer will be liable for the first GB £1000.00 The hirer will also be fully liable for replacement or repair of windows or tyre damage

3 Collision damage waiver (CDW)

CDW at £15.00 per day will reduce the excess for any damage caused in a collision to either the vehicle or third party property to £0. The hirer will however be fully liable for replacement or repair to windows or tyre damage or damage caused due to negligence. Applies in respect of each claim not rental

Please note that the CDW insurance is completely optional

4 Over head damage

All drivers must be aware of the (unusual) height of the motorhome and are responsible for all damage if driven under an obstruction that is too low for it to clear the obvious examples are low bridges and height restrictions into car parks etc In the event neither the Basic insurance nor Collision damage waiver insurance will apply and the hirer will be responsible for the repair of all damages

5 Security deposit

There is a refundable GB £500.00 Security deposit payable by cash This is fully refundable within seven days of return of vehicle to the agreed location on the agreed date and time in the same condition as it was let out, with the toilet empty, the interior clean including all cooking appliances and the fuel tank full. Castle Motorhome reserves the right to increase the security deposit for specific events e.g. World cup events, festivals or any other hire where the motorhome is carrying 4 or more adults to £1000.00

Note where the hirer has opted for the CDW option, no excess will be charged in the event of a collision, but they should be aware that the £500.00 security deposit will be used to fund any loss or damage what so ever to the equipment fixtures and fittings, windows, tyres or negligent

damage to vehicle. Should these damages exceed £500.00 the customer will be liable for the total cost and the difference will need to be settled within seven days of returning the motorhome

6 Minimum hire

This ranges from 5 to 7 days depending on the season. Christmas and New Year 10 days hire. Please check with Castle Motorhome at time of booking

7 Drivers

Age limits 25 to 70 years. Drivers must be able to demonstrate that they have driven on a regular basis (more than 3 weeks) for at least 2 years and feel confident to drive a vehicle of the dimensions of Castle Motorhome. Details of additional drivers are required All drivers must be present at check out of the motorhome Production of a valid standard driving license, photo card and paper counter part as well as a passport are required from all drivers at the start of hire. Driver must provide 2 separate forms of identification i.e. credit card and passport

8 Payment

Availability is on request and confirm basis at the time of reservation. A reservation is only binding after it has been confirmed by Castle Motorhome and a down payment £200.00 per week of hire has been received. Once the reservation has been confirmed an invoice will be issued by post for the remaining balance. Settlement of the remaining balance will be due six weeks prior to departure. Castle Motorhome reserves the right to cancel the booking if the payment is not received six weeks prior to departure

Payment is by credit card (Visa or MasterCard), debit card or cheque in pounds sterling.

Late bookings (less than six weeks before departure) the full rental price is payable on booking. Vehicles will not be released with out full payment being completed. Cheques will not be acceptable for late bookings (less than 2 weeks prior to departure)

9 Cancellation charges

More than 6 weeks before Booking deposit

6 Weeks – 2 weeks 50% of total hire charge

2 Weeks no show 80% of total hire charge

10 Administration charges

Should Castle Motorhome receive penalty charge notices for speeding parking fines or congestion charges then administration fee of £25.00 will be added to the charge to cover all administration and postage costs

Castle Motorhome also add an administration charge to any variations requested on an already confirmed booking

11 Collection & return

Collection:* Please allow 1 hour for the hand over at the depot- to complete the documentation and demonstrate your vehicle to you. Please allow the same on your return.

Return:*The vehicle must be returned on the date, and before the time stated on the rental agreement. Vehicles must be returned clean and in the same condition as they left the depot, otherwise a charge will be made. In addition a separate toilet cleaning fee of £50.00 will apply if the toilet waste tank is no empty on return.

Late return* If you will be late returning Castle Motorhome must be advised immediately. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of £100.00 per hour will be payable for all late returns

12 Definitions

'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 Castle Motorhome's literature, the provisions of these terms and conditions apply

Castle Motorhome's office address is Unit 15 Hodgson Court, Wickford Business Park, Wickford, Essex SS11 8XR

'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 customers charges

'Living equipment'

Includes LCD screen, Microwave, CD player, crockery, cutlery, cooking utensils, pillows, sheets etc.

'Collision damage waver (CDW)'

CDW at 15.00 per day will reduce the excess for damage due to either the vehicle or third party property to £0. The hirer will however be fully liable for replacement or repair to windows and windscreen, tyre damage or damage through negligence. Applies in respect of each claim, not rental. Minimum term for CDW is five days.

Should the terms and conditions not be adhered to, the CDW will be void and customer will be liable in full for all damages.

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 customers 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 vehicle which may be provided at the discretion of Castle Motorhome

'Security Deposit'

Means the vehicle security deposit detailed under the heading 'Vehicle Security Deposit' in the insurance Motor rental agreement. Should any damages exceed the security deposit the customer will be responsible to settle all additional costs over and above the security deposit value.

2: Delivery and return of vehicle

- (a) 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 and two gas bottles.
- (b) I will return the vehicle in a clean condition with a full fuel tank, on the return date and time set out under the rental agreement
- (c) I acknowledge that Castle Motorhome 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

use of vehicle or an item of equipment on the vehicle prior to the return date for any reason e.g. Accident, weather, theft or damage.

3: Rental And Other Damage

I will pay Castle Motorhome

- (a) All rental charges
- (b) The security deposit
- (c) The nominated cleaning fee of £75.00 if the vehicle is not returned with interior in a clean condition
- (d) The nominated additional fee of £50.00 if the toilet and waste tank are not emptied prior to the return of the vehicle
- (e) The nominated cancellation fee in the event of cancellation of this agreement prior to acceptance of delivery of the vehicle
- (f) The cost of any damage to the vehicle or the property of any third party, subject to the insurance CDW cover,
- (g) The collision damage waiver fee if applicable;
- (h) All government fees and duties etc;
- (i) All parking fines other fines or penalties, and/or accidents including third party property damage not reported on return of vehicle; and associated administration costs incurred in relation to the vehicle during rental period
- (j) Any other fees or charges payable by me pursuant to this agreement. This includes any costs incurred by Castle Motorhome as a result of any breach by me of the terms of this agreement
- (k) The daily rental rate for the period the vehicle is off the for accident repairs (demurrage)
- (l) Any accident costs over and above the security deposit value should damages exceed the security deposit value
- (m) The cost to recover a vehicle

4: Errors in rental charges

Total charges as set out therein are not final. I will pay any shortfall in charges to Castle Motorhome and I will receive a refund for any overcharge acknowledged by Castle Motorhome

5: Payment of charges joint and severall liability

All charges and expenses payable by me under the agreement are due on demand by Castle Motorhome 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 Castle Motorhome, 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 payments

- (a) Castle Motorhome will accept payment by credit cards approved by Castle Motorhome
- (b) When payment is paid by credit card I agree that
 1. Castle Motorhome 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 the property of a third party and all other additional charges as they are incurred (including all parking and traffic infringements penalties, road toll fines, congestion charges, and associated administration costs)
 2. I will not dispute my liability to Castle Motorhome for any amount due under this agreement and I shall indemnify and keep indemnified Castle Motorhome against any

loss incurred (including legal costs) by reasons of notifying my credit card issuer of such dispute.

3. Castle Motorhome may process the credit card voucher; in the event that Castle Motorhome elects to accept payment of security deposit by holding an open security payment which will be cancelled at the completion of the rental period, I agree that Castle Motorhome 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 deposit payment.
4. I acknowledge that all transactions under this agreement are conducted in pounds sterling. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against my credit card and the amount refunded within seven days after the expiration of the rental period. I release Castle Motorhome from any liability for such variations

7: My Warranties

I warrant that all information supplied by me to Castle Motorhome in connection with this agreement is true

8: Vehicle damage – Insurance cover

I am aware that;

- (a) The vehicle is insured for damage to the vehicle and the property of a third party; but does not include any personal insurance for the customer of their possessions.
- (b) I will have to pay an excess for any damage (unless CDW is used).The insurance excess £1000.00
- (c) The excess may be reduced or removed, in most circumstances, by taking out CDW The CDW if any accepted by me, is set out under the `Rental Description` on the rental agreement
- (d) 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
- (e) In the case of winter hire, Castle Motorhome will not be and can not be held responsible in the event of any damage or inconvenience caused by freezing conditions. This is the responsibility of the hirer
- (f) I will be responsible for any damage caused through negligence and will not be covered by the insurance including CDW should I drive into, or reverse into any objects e.g. bridges, overhead signs, trees etc or cause any other damage through negligence

9: Security Deposit

- (a) On taking delivery of the vehicle, I agree to pay the security deposit
- (b) I irrevocably authorise Castle Motorhome to deduct from the security deposit any amounts due by me to Castle Motorhome arising out of this agreement
- (c) The security deposit will be refunded within 7 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 £75.00 soiling fee if the Motor Home is not returned with the interior in a clean condition. Also the toilet and water tank must be emptied prior to the return of the vehicle or an additional £50.00 soiling fee will be retained
- (d) Should any damages exceed the security deposit the customer will be responsible to settle all additional costs over and above the security deposit value

10: Road restrictions

- (a) All vehicles may only be driven on sealed/bitumen roads

- (b) I acknowledge that Castle Motorhome 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 allow the vehicle to be;

- (a) Driven otherwise than in a cautious prudent and normal manner;
- (b) Used in a manner which could cause damage
- (c) Driven in a prohibited area or in an area indicated by Castle Motorhome
- (d) Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law
- (e) Left with the ignition key in the vehicle while it is unoccupied
- (f) Left unoccupied with out the steering wheel lock applied and the DVD screen covered
- (g) Driven by persons under the age of 25 years or 1; 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
- (h) Damage by 1; submersion in water 2; Contact with salt water
- (i) Used for illegal purpose for any race, rally or contest
- (j) Used to tow any vehicle or trailer
- (k) Used to carry passengers or property for hire or reward
- (l) 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 the agreement
- (m) Used to carry volatile liquids, gases explosives or other corrosive or inflammable material
- (n) Otherwise used in breach of my obligation 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 Castle Motorhome

13: Pets

I will not allow any animals to be carried in the vehicle, unless otherwise agreed with Castle Motorhome and an additional security deposit paid

14: Passengers

Castle Motorhome authorise the use of these vehicles up to the stated number of passengers. Each person is to use the safety restraints provided at all times whilst the vehicle is in motion. Child seats are available and it is the responsibility of the hirer to fit them themselves.

15: Maintenance

- (a) I shall take all reasonable steps to properly maintain the vehicle, including oil checks, coolant and batteries
- (b) I acknowledge that Castle Motorhome will reimburse me for expenditure up to £40.00 reasonable incurred in rectifying any mechanical failure to the driver train or engine of the vehicle (not including the water system .refrigerator, heating, audio and DVD equipment)

Provided that:

1. I produce relevant receipts
2. I have received the prior consents of Castle Motorhome
3. The damage is not down to my own fault or my breach of this agreement

- (c) Subject to the terms of this agreement, I will pay for the repairing or replacing tyres damaged during the rental period PROVIDED THAT Castle Motorhome will reimburse me for expenditure reasonable incurred if;
 - 1. I produce relevant receipts;
 - 2. The tyre is defective and is returned by me to Castle Motorhome for inspection and
 - 3. The manufacturer accepts liability under his warranty,
- (d) I will be liable for any costs associated with the incorrect use of fuel

16: Responsibility when accidents occur

- (a) In the event of an accident, loss or damage arising out of the use of vehicle, I will
 - 1. Notify Castle Motorhome within 24 hours of the happening of the event
 - 2. Obtain the names and addresses of third parties and any witnesses and to report the event to the nearest police station
 - 3. Complete accident report form as supplied
 - 4. Not make any admission of liability to other parties, settlement offer or other like offer:
 - 5. Assist Castle Motorhome in handling any claim arising from any event, including providing all relevant information and attending court to give evidence
- (b) 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
- (c) 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 Castle Motorhome may terminate this agreement and repossess the vehicle at any time, without notification to me, and that I will pay reasonable costs of repossessing the vehicle, including towing charges if

- (a) I am in breach of any term of this agreement
- (b) I have obtained the vehicle through fraud or misrepresentation;
- (c) The vehicle seems to have been abandoned
- (d) The vehicle is not returned on the agreed return date or Castle Motorhome reasonably believes that the vehicle will not be returned on the agreed return date
- (d) Castle Motorhome considers on reasonable grounds, that the safety of passengers or the condition of the vehicle is in danger. 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

Castle Motorhome reserves the right, at its absolute discretion, to substitute a comparable or a superior vehicle for the vehicle, In that event, I shall no 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 Castle Motorhome

- (a) Subject to its obligation to deliver the vehicle or any appropriate substitute vehicle, I release Castle Motorhome 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

1. Any loss or damage caused by breakdown, mechanical defect, accident or the vehicle being unsuitable for my purpose
 2. Any loss or damage to any property left in or on the vehicle, in any service vehicle or on any Castle Motorhome premises or recovered or handled by Castle Motor Homes.
- (b) Subject to any insurance arrangements agreed with Castle Motorhome, I here by indemnify and shall keep indemnified Castle Motorhome, 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 possessions of the vehicle

20: Title to vehicle

I acknowledge that Castle retains title to the vehicle and its contents and that I possess the goods as a mere bailee only. I do not have any right to pledge Castle Motorhome credit in connection with the vehicle and agree no 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 possessions 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 Castle Motorhome and by me

21: Force Majeure

We will make every effort to ensure that the reserved Motor Home is available for you at the correct time. If due to circumstances beyond our control, this is not possible and if an alternative or acceptable Motor Home is not available our liability is limited to the refunds of all monies paid by you

23: Proper law

This agreement shall be governed by the law of Great Britain in which the agreement was signed

24: 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. Castle Motorhome reserves the right to add or amend any rental charges without prior notice.

I have read and accept these Terms and Conditions

Signed Dated ---/---/-----

Print Name

