



CentraLeisure Hire Ltd Terms and Conditions

Last updated: 14th August 2018

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 CentraLeisure literature, the provisions of these Terms and Conditions apply.

CentraLeisure - CentraLeisure Hire Limited – the hire Company.

Customer means the person or persons nominated as the hirer under the heading DETAILS OF HIRER/DRIVER on the Rental Agreement, any person whose credit or debit card is presented in payment of the customer's charges, or any person who deems themselves to be the legal entity and ultimately responsible for the motorhome. Should the legal entity be different from the driver, then full name, address and contact phone numbers must be supplied.

Rental Period

Means the hire period as stated 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 as stated 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 CentraLeisure.

Domestic / Living Equipment

Includes, but is not limited to LCD Screen/Television & remote control, CD player, crockery, cutlery and cooking utensils.

Any awning and cycle rack/cycles fitted to the hire vehicle are not covered for loss and/or damage.

Security Deposit

Means the amount held as security by CentraLeisure in relation to this hire. CentraLeisure will refund the security deposit 30 days of the date the motorhome is returned back to CentraLeisure. Should any damages exceed the security deposit the customer will be responsible to settle all additional costs over and above the security deposit value.

1. Hire rates quoted include:

- Unlimited miles
- UK standard vehicle insurance*
- UK Standard breakdown**

*Insurance loading. In some cases, CentraLeisure will incur additional charges if the driver to be insured has a traffic conviction, is using a non-UK driving license or is in an occupation which is deemed high risk. These charges will be passed onto the customers.

**CentraLeisure 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. UNIT ADDRESS

Unit 2 Greatworth Hall, Greatworth, Banbury, Oxon, OX17 2DH

3. Depot hours:

Monday to Friday: 0900h -1700h

Saturday: 0900h – 1200h

Sundays & Public holidays: closed, unless by prior arrangement

4. Minimum Hire: This ranges from 4 to 7 days depending on the season. Christmas and New Year minimum 7 days hire. CentraLeisure reserves the right to increase the minimum hire period for certain events.

5. One ways: CentraLeisure do not operate one way hire. All collections and returns are from the unit address (see 2 for the address).

6. Cancellation charges:

More than 6 weeks before: Booking Deposit

CentraLeisure cannot postpone or transfer money from one hire to another. CentraLeisure reserves the right to amend our cancellation policy for certain events.

7. Drivers:

Age limits: 25 to 79 years.

Driver must be able to demonstrate that they have driven on a regular basis (More than 3 times per week) for at least 3 years and feel confident to drive a vehicle of the dimensions of our largest motorhome 8 metres long 2.5 metres wide and 3.5 metres high.

All drivers must have held a valid licence that entitles them to drive a manual / automatic vehicle for 3 or more years.

All drivers must be present at checkout of the Motorhome. No exceptions will be made.

Production of a full, valid standard driver's licence (note: your licence address must be your current home address), a second form of identification such as a valid passport. Two recent utility bills (dated within 60 days of hire) confirming the current home address (as driving licence) will be required from all drivers at the start of hire. Should the drivers fail to present all correct documentation and identification on collection of the motorhome, then CentraLeisure will be unable to release the motorhome and no refunds will be given.

UK driving licence photo card/DVLA licence check result/print out:

- a) We require the photo card.
- b) We require you to obtain your driving licence record from the DVLA. The record date must be no more than **20 days** before the hire commencement date.

If you are required to supply an International licence in addition to your standard licence to drive in the UK or Europe, this must be issued in the country your standard licence was issued and be supplied alongside your standard drivers licence. Note all drivers from outside the EU will require an International licence.

CentraLeisure may not be able to get cover for any driver who has had a driving conviction other than for speeding. Please contact the office to see if cover can be arranged.

Drivers are personally liable for all legal penalties (e.g.: parking tickets, congestion charges, speeding fines, road tolls) which are incurred during the period of hire.

Maximum of 3 drivers per rental.

8. Collection & Return:

Collection: Please allow 2 hours for the hand-over at the depot - to complete the documentation and demonstrate your vehicle to you. Please allow 1 hour for hand-back on your return.

Return: The vehicle must be returned on the date and no later than 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 for additional Valeting and/or Upholstery cleaning. In the case of gross negligence CentraLeisure reserves the right to recover full costs in order to return the motorhome to the state in which it was handed over. In addition a separate toilet cleaning and/or waste tank emptying fee of GB£50.00 each will apply if the toilet waste tank is not empty on return.

Late return: If you will be late returning, CentraLeisure must be advised immediately. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of GB£10.00 per hour will be payable for all late returns.

9. Delivery and Return of the Vehicle:

a) I acknowledge having received the Vehicle in a clean condition and in sound working order in accordance with the Motorhome Handover Checklist and with a full LPG gas bottle and full water tank. Please note your Motorhome is handed over to you with enough diesel to enable you to get to the service station where you will need to purchase diesel.

b) I will return the vehicle in a clean condition on the return date and time set out under the Rental Agreement.

c) I acknowledge that CentraLeisure 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 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.

10. Passengers: CentraLeisure authorises 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. You will be advised how many passengers you are permitted to carry, this will vary subject to the make and model of vehicle you are hiring.

I acknowledge that CentraLeisure do not provide child seats any child seat is the responsibility of the hirer to fit them themselves. Children up to 12 years of age or 135cm in height, whichever they reach first, must use the correct child restraints appropriate for their weight under UK law.

11. Pets: I will not allow any animals to be carried in the Vehicle, unless otherwise agreed with CentraLeisure and an additional security deposit paid and the CentraLeisure animal policy adhered to.

12. Smoking: All CentraLeisure motorhomes are non-smoking vehicles. CentraLeisure reserves the right to impose additional Valeting and or Upholstery cleaning fees and charge demurrage should smoke be detected in the motorhome.

13. Insurance: (provided all the personal information supplied is correct)

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 (including death or bodily injury to the driver) or cover any personal possessions. The vehicle insurance is arranged by Liverpool Victoria. The hire rate quoted includes a standard excess of GB£750.00 (drivers 25-76 years) GB£1,000.00 (drivers over 76-79 years) for each and every claim. In the event of any damage to either the vehicle or third party property, the hirer will be liable for the first GB£750.00/GB£1,000.00. The hirer will also be fully liable for all overhead damage, any damaged deemed as gross negligence and replacement or repair of windows and windscreens or tyre damage.

CentraLeisure will be responsible should damage to personal possessions or bodily injury occur (including death) as a result of proven gross negligence on CentraLeisure part i.e. our actions or failure to act. CentraLeisure will not be responsible for any loss which is a side effect of the main loss e.g. loss of profits or opportunity. This is separate from the vehicle insurance provided.

14. Overhead 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 this event the Insurance will apply and the hirer will be responsible for the repair of all damages. Overhead damage is deemed as any damage to any part of the vehicle which occurs above 2.1 metres and or any third party property.

15. Security Deposit: There is a refundable GB£750.00/GB£1,000.00 Security Deposit payable by credit/debit card. Should the security deposit be paid by credit or debit card, the amount will be debited from your account immediately. This is fully refundable 30 days from the date the motorhome is returned back to CentraLeisure if return of the vehicle is 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. CentraLeisure reserves the right to increase the security deposit for specific events e.g. World Cup events, Festivals, clients travelling with pets or any other hire where the Motorhome is carrying 4 or more adults.

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

b) I irrevocably authorise CentraLeisure to deduct from the Security Deposit any amounts due by me to CentraLeisure arising out of this Agreement.

c) The security deposit will be refunded 30 days from the date the motorhome is returned back to the correct location, undamaged, with a clean interior. We reserve the right to retain a 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 or an additional GB£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 within 7 days of your hire end date.

Note: The hirer should be aware that the GB£750.00/£1,000.00 security deposit will be used to fund any loss or damage whatsoever to equipment, fixtures and fittings, windows, valeting or upholstery fees or negligent damage to the vehicle. Should these damages exceed GB£750.00/£1,000.00 the customer will be liable for the total cost and the difference will need to be settled within 7 days of returning the Motorhome.

16. European Travel: For those travelling within Europe there is an additional charge of GB£10.00 per day for your European cover. European cover is mandatory and you will be in breach of these terms and conditions should you take a motorhome into Europe without taking out the additional European cover. Minimum term for European cover is 7 days, maximum terms is **21 days**.

Countries you plan to travel through and stay in must be checked with our insurance company.

CentraLeisure offer advice on travel insurance within the UK and Europe.

17. Extras: Options available – costs on application

- Bedding Single set (quilt/pillow/towel) (per set, per rental)
- Bedding Double set (quilt/2 x pillow/2 x towels) (per set, per rental)
- Additional driver: GB£10.00 per person per day, clean driving licence

18. Payment: Availability is on a request and confirm basis at the time of reservation. A reservation is only binding after it has been confirmed by CentraLeisure and a deposit payment of 50% of the total hire cost has been received. Our terms and conditions including cancellation policy apply from this point onwards. Once the reservation is confirmed, a confirmation email will be sent out to the client. Settlement of the remaining balance will be due six weeks prior to departure. CentraLeisure reserves the right to cancel the booking if the balance payment is not received six weeks prior to departure. Payment is by credit card (Visa or MasterCard only), debit cards and bank transfers.

For late bookings (less than six weeks before departure) the full rental price is payable on booking. Vehicles will not be released without full payment being completed.

19. Rental and Other Charges: I will pay CentraLeisure;

- a) All rental charges.
- b) The security deposit.
- c) The nominated valeting fee or upholstery cleaning fee if the Vehicle is not returned with the interior in a clean condition;
- d) The nominated additional fee of GB£50.00 if the toilet and waste water 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 or delivery of the vehicle;
- f) The cost of any damage to the Vehicle or the property of any third party, subject to the insurance;
- g) All government fees and duties etc;
- h) 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;
- i) Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by CentraLeisure Ltd as a result of any breach by me of the terms of this Agreement;
- j) Demurrage; the daily rental rate for the period the Vehicle is off fleet; for example for accident repairs;
- k) Any additional costs over and above the security deposit value should damages exceed the security deposit value;
- l) The cost to recover a Vehicle.

20. Administration Charges: Should CentraLeisure receive penalty charge notices for speeding, parking fines, tolls or congestion charges then an administration fee of GB£25.00 will be added to the charge to cover all administration and postage costs. CentraLeisure will also add an administration charge to any variations requested on an already confirmed booking.

21. Errors in Rental Charges: Total charges as set out therein are not final. I will pay any shortfall in charges to CentraLeisure and I will receive a refund for any overcharge acknowledged by CentraLeisure.

22. Payment of Charges, Joint and Several Liability:

All charges and expenses payable by me under this Agreement are due on demand by CentraLeisure. If I do not pay all charges when on time, I agree to pay interest at 1.5% per month above the base rate as published by NatWest on the outstanding balance and any additional costs incurred by CentraLeisure, including reasonable legal fees to recover the outstanding money owed. 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.

23. Credit and Debit Card Payment: Visa card and MasterCard credit cards only. Please note that a 2% charge will be levied to cover banking fees when a credit/debit card is used to make payment if the hire is cancelled.

a) CentraLeisure will accept payment by credit cards.

b) When payment is paid by credit or debit card, I agree that;

i. CentraLeisure is irrevocably authorised to complete any documentation and to take any other action to recover from my credit or debit 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, congestion charges, and associated administration costs);

ii. I will not dispute my liability to CentraLeisure for any amount due under this Agreement and I shall indemnify and keep indemnified CentraLeisure against any loss incurred (including legal costs) by reason of notifying my credit or debit card issuer of such dispute.

iii. I agree that CentraLeisure is entitled to recover payment from my credit or debit card issuer pursuant to clause 23, section b, sub-section i & ii, in respect of any amounts due which were not known at the time of cancelling the open security payment.

c) 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 or debit card and the amount refunded within 30 days after the expiration of the rental period. I release CentraLeisure from any liability for such variation.

24. Use of the Vehicle:

I agree that during the rental period, I will not and will not allow the Vehicle to be;

a) Driven otherwise than in a cautious, prudent and normal manner;

b) Used in a manner which may cause damage;

c) Driven in a prohibited area or in an area other than the areas indicated by me to CentraLeisure;

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 without being locked.

g) Driven by persons:

i. Under the age of 25 years;

ii. 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 'Hire's name/ contact' on the Rental Agreement.

h) Damaged by:

i. Submersion in water

ii. Contact with Salt Water

i) Used for any 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 this Agreement

m) Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material

n) Otherwise used in breach of my obligations under this Agreement.

25. 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 or their possessions.

b) I will have to pay an excess for any Insurance claim regardless of which party is at fault for the accident. The insurance excess is GB£1,000.00.

c) 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

d) In the case of winter hire, CentraLeisure will not be and cannot be held responsible in the event of any damage or inconveniences caused by freezing conditions. This is the responsibility of the hirer.

e) I will be responsible for any damage caused through gross negligence and will not be covered by the insurance.

26. Road Restrictions:

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

b) I acknowledge that CentraLeisure 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

27. Alterations to the Vehicle: I shall not make any alterations or additions to the Vehicle without the prior written consent of CentraLeisure

28. Maintenance

a) I shall take all reasonable steps to properly maintain the Vehicle, including checking oil and coolant levels, tyre pressures and batteries.

b) I acknowledge that CentraLeisure will reimburse me for expenditure up to GB£40.00 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. I produce relevant receipts: and

ii. I have received the prior consent of CentraLeisure;

iii. The damage is not due to my fault or my breach of this Agreement.

c) Subject to the terms of this Agreement, I will pay for the cost of repairing or replacing tyres damaged during the Rental Period. CentraLeisure will reimburse me for expenditure reasonably incurred if;

i. I produce relevant receipts;

ii. The tyre is defective and is returned by me to CentraLeisure for inspection; and

iii. The manufacturer accepts liability under his warranty,

d) I will be liable for any costs associated with the incorrect use of fuel. All CentraLeisure motorhomes run on DIESEL.

29. Motorhome Systems: CentraLeisure will carry out a full Pre Checkout Inspection (PCI) on every motorhome before the commencement of hire. The PCI involves testing every system on board the motorhome to ensure they are operating correctly. In conjunction with this the hirer will be taken on a tour of the motorhome and shown how each system works. Should an on board system fail during your hire, CentraLeisure will make every effort to remedy the fault whilst you are away but in some circumstances this may not be possible and CentraLeisure cannot be held responsible and will not refund any monies should a loss of service be encountered.

30. Responsibility when accident occurs

- a) In the event of any accident, loss or damage arising out of the use of the vehicle, I will
- i. Notify CentraLeisure within 24hrs of the happening of the event
 - ii. Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;
 - iii. Complete an accident claim form as supplied by the Insurers;
 - iv. If the accident occurs in Europe then in addition you must complete the European accident report form as supplied by the Insurers;
 - v. Not make any admission of liability to other parties, settlement offer or other like offer;
 - vi. Assist CentraLeisure 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, regardless of which party is at fault.
- 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.
- d) No security deposit or insurance excess will be refunded until claim is settled.

31. Change of Vehicle: CentraLeisure reserves the right, at its absolute discretion, to substitute a comparable or superior Vehicle for the Vehicle ordered. In that event, I shall not be liable for any increased rental or other charges save for any additional 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.

32. Terminating the Agreement I acknowledge that CentraLeisure 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;

- a) I am in breach of any term of this Agreement;
- b) I have obtained the Vehicle through fraud or misrepresentation;
- c) Any statement, representation or warranty made by the customer in respect to himself or additional drivers is incorrect.
- d) The Vehicle appears to be abandoned
- e) The Vehicle is not returned on the agreed return date or CentraLeisure reasonably believes that the Vehicle will not be returned on the agreed return date;
- f) CentraLeisure 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

33. Release and Indemnity of CentraLeisure:

- a) Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I release CentraLeisure, 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:
- i. Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose;
 - ii. Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any CentraLeisure premises or recovered or handled by CentraLeisure.
- b) Subject to any insurance arrangements agreed with CentraLeisure, I hereby indemnify and shall keep indemnified CentraLeisure, 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.

34. Title to Vehicle: I acknowledge that CentraLeisure 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 CentraLeisure's 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.

35. Changes: Any changes to this Agreement must be in writing and must be signed on behalf of CentraLeisure and by me.

36. Force Majeure: We will make every effort to ensure that the reserved Motorhome 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 Motorhome is not available our liability is limited to the refunds of all monies paid by you.

37. My Warranties: I warrant that all information supplied by me to CentraLeisure in connection with this Agreement is true.

38. Proper Law:

This Agreement shall be governed by the law of Great Britain in which this Agreement was signed.

39. Data Protection Act:

The information that you have provided to CentraLeisure will be used to fulfil this contract placed with us. We will not pass this information onto any other organisation outside this company other than to our insurer and Liverpool Victoria.

40. 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. CentraLeisure reserves the right to add or amend the vehicle specifications and rental charges without prior notice. This agreement does not affect your statutory rights under civil law.

By signing the Hire Agreement you agree that you have read and accept the above Terms and Conditions and that these along with the Rental Agreement form a legally binding contract between yourself and CentraLeisure.

Last updated: 14th August 2018