

Western Motor Home Hire

General Booking Information

1. Hire rates quoted include:
 1. VAT (17.5%)
 2. Unlimited miles
 3. UK standard vehicle insurance*
 4. UK Standard equipment & breakdown**

*Excluding any Insurance loading. In some cases, Western Motor Home Hire 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 advised at confirmation of booking and added to the hire charges.

**Western Motor Home Hire 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 will be the responsibility of the client.

2. Insurance

Standard excess. The above rate includes a standard excess of GB£750. In the event of any damage to either the vehicle or third party property, the hirer will be liable for the first GB£750. The hirer will also be fully liable for replacement or repair of windows or tyre damage.

3. Security Deposit

There is a refundable GB£750.00 Security Deposit payable by cash, traveller's cheque or credit card. Should the security deposit be paid by credit card, the amount will be debited from your account immediately. This is fully refundable on return of the vehicle to the agreed location, on the agreed date and time, in the same condition as it was let out to you, with the toilet empty, the interior reasonably clean including all cooking appliances and the tank full of fuel. The hirer should be aware that the £750 security deposit will be used to fund any loss or damage what so ever to equipment, fixtures and fittings, windows, tyres or negligent damage to the vehicle.

4. Extras

1. Bedding (Quilt, Pillow, Towel) £20 per Person per Hire
2. Bike rack (holds 2 bikes): £20.00 per Hire
3. Gas BBQ £25.00 per Hire
4. Additional driver with a UK license (UK travel only): £25.00 per person per hire, clean driving licence (max 2)
5. Airport to depot transfer: Price on Request

5. Minimum Hire

This ranges from 4 to 7 days depending on the season. Please check with Western Motor Home Hire at time of booking.

6. Drivers

1. Age limits: 25 to 70 years. Driver must have held a valid license for more than two years valid which is valid for vehicle group C1 (3.500KG). If you passed your test prior to 1995 this group should be included already.
2. Details of additional drivers will be required.
3. A valid driver's license is required from all drivers at start of hire.
4. Drivers are personally liable for all legal penalties imposed under the Road Traffic act (eg: parking tickets) which are incurred during the period of hire.
5. Maximum of 2 drivers per rental

6. Drivers must provide 2 separate forms of identification. i.e. credit card and passport
7. Depot
Unit 12 Fairwater Workshops, Norbury Road, Cardiff CF5 3BG
8. Depot hours
 1. Monday to Friday: 08.00 – 16.30
 2. Public holidays: closed, unless by prior arrangement
9. One way Hire
Not permitted
10. 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 Western Motor Home Hire and a deposit of £150.00 per week of hire has been received. Once the reservation is confirmed, an invoice will be issued by post for the remaining balance. Settlement of the balance will be required six weeks prior to departure. Western Motor Home Hire reserves the right to cancel the booking if payment is not received six weeks prior to departure. Payment is by credit card (Visa or Mastercard), debit cards or cheque in Pounds Sterling. 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. Cheques will not be acceptable for late bookings (less than 2 weeks prior to departure).
11. Credit Cards
Visa card, Mastercard, Solo, Switch and Maestro are accepted.
12. Cancellation charges
 1. More than 6 weeks before: Booking Deposit
 2. 6 weeks - 2 weeks: 50% of total hire charge
 3. 2 weeks - No Show: 100% of total hire charge

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 leave the depot, otherwise a charge will be made. In addition a separate toilet cleaning fee will apply if the toilet waste tank is not empty on return, £50.

Late return: If you will be late returning, the rental company must be advised immediately. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of £50 per hour will be payable for all late returns.

Western Motor Home Hire Terms and Conditions

1. 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 Western Motor Home Hire literature, the provisions of these Terms and Conditions apply.

'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 DVD player, CD player, crockery, cutlery, cooking utensils, pillows, sheets and towels.

'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 Western Motor Home Hire.

'Security Deposit' means the Vehicle security deposit detailed under the heading 'Vehicle Security Deposit' in the Insurance Motor Rental Agreement.

2. 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 Departure Checklist and with a full fuel tank and two full 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 heading 'Check in' in the Rental Agreement.

(c) I acknowledge that Western Motor Home Hire 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 Western Motor Home Hire

(a) All rental charges

(b) The security deposit.

(c) The nominated cleaning fee of £50.00 if the Vehicle is not returned with the interior in a clean condition;

(d) the nominated additional fee of £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 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;

(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 the Vehicle; and associated administration

costs incurred in relation to the Vehicle during the Rental Period;

(j) Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by Western Motor Home Hire 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 fleet for accident repairs (demurrage);

(l) 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 Western Motor Home Hire and I will receive a refund for any overcharge acknowledged by Western Motor Home Hire;

5. Payment of Charges Joint and Severall Liability

All charges and expenses payable by me under this Agreement are due on demand by Western Motor Home Hire. 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 Western Motor Home Hire, 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

(a) Western Motor Home Hire will accept payment by credit cards approved by Western Motor Home Hire

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

1. Western Motor Home Hire 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);
2. I will not dispute my liability to Western Motor Home Hire for any amount due under this agreement and I shall indemnify and keep indemnified Western Motor Home Hire against any loss incurred (including legal costs) by reason of notifying my credit card issuer of such dispute.
3. Western Motor Home Hire may process the credit card voucher; in the event that Western Motor Home Hire 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 Western Motor Home Hire 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.

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 card and the amount refunded within 7 days after the expiration of the rental period. I release Western Motor Home Hire from any liability for such variation.

7. My Warranties

I warrant that all information supplied by me to Western Motor Home Hire 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;

(b) I will have to pay an excess for any damage. The insurance excess is £750

(c) The excess may be reduced or removed, in most circumstances, by taking out a 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

9. Security Deposit

(a) On taking delivery of the Vehicle, I agree to pay the £750 Security Deposit

(b) I irrevocably authorise Western Motor Home Hire to deduct from the Security Deposit any amounts due by me to Western Motor Home Hire 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 acceptably clean interior and a full fuel tank. We reserve the right to retain a £50.00 soiling 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 £25.00 soiling fee will be retained.

10. Road Restrictions

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

(b) I acknowledge that Western Motor Home Hire 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;

(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 other than the areas indicated by me to Western Motor Home Hire;

(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 and Unlocked.

(g) Driven by persons:

(i) Under the age of 25 years; or

(ii) Who are 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) 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.

12. Alterations to the Vehicle

I shall not make any alterations or additions to the Vehicle without the prior written consent of Western Motor Home Hire

13. Pets

I will not allow any animals to be carried in the Vehicle, unless otherwisely agreed with Western Motor Home Hire and an additional security deposit paid.

14. Passengers

Western Motor Home Hire authorises the use of these vehicles up to the stated number of passengers.

15. Maintenance

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

(b) I acknowledge that Western Motor Home Hire will reimburse me for expenditure up to UK£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:

1. I produce relevant receipts; and
2. I have received the prior consent of Western Motor Home Hire;
3. 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 PROVIDED THAT Western Motor Home Hire will reimburse me for expenditure reasonably incurred if;

1. I produce relevant receipts;
2. The tyre is defective and is returned by me to Western Motor Home Hire 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. All Western Motor Home Hire motorhomes run on DIESEL.

16. Responsibility when accident occurs

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

1. Notify Western Motor Home Hire within 24hrs of the happening of the event
2. Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;
3. Complete an accident report form as supplied or on return of Vehicle to the depot;
4. Not make any admission of liability to other parties, settlement offer or other like offer;
5. Assist Western Motor Home Hire 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 Western Motor Home Hire 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) The Vehicle appears to be abandoned
- (d) The Vehicle is not returned on the agreed return date or Western Motor Home Hire reasonably believes that the Vehicle will not be returned on the agreed return date;
- (e) Western Motor Home Hire 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

Western Motor Home Hire reserves the right, at its absolute discretion, to substitute a comparable or superior 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 Western Motor Home Hire

(a) Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I release Western Motor Home Hire, 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 Western Motor Home Hire premises or recovered or handled by Western Motor Home Hire.

(b) Subject to any insurance arrangements agreed with Western Motor Home Hire, I hereby indemnify and shall keep indemnified Western Motor Home Hire, 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 Western Motor Home Hire retains title to the Vehicle and that I possess the goods as a mere bailee only. I do not have any right to pledge Western Motor Home Hire' 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 Western Motor Home Hire and by me.

22. Proper Law

This agreement shall be governed by the law of Great Britain 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. Western Motor Home Hire reserves the right to add or amend any rental charges without prior notice.

24. Smoking

I agree not to allow any smoking inside the Vehicle and that failure to comply may result in additional cleaning charges.

25. I understand that Western Motor Home hire is a fully owned subsidiary of Fancy Lighting Ltd and that any charges to my Credit /Debit Card will be shown as such on my statements.

I have read and understand the above terms and conditions.

Signed

Full Name.....

Date.....