RENTAL TERMS & CONDITIONS

BOOKING

The VW Camper Holiday Booking Form must be completed. We will require your driving License number, National Insurance Number and Postcode.

We will confirm your booking by email setting out the full cost including your security deposit. To finalise your booking you must pay 50% of your booking fee as a deposit. At this point this contract shall have effect.

CANCELLATION

In the event of a cancellation 60 days before collection, we will retain 50% of the total hire period. This is your initial 50% deposit. In the event of returning the Camper early or cancelling once you have paid the full balance, if we manage to re-hire, this amount will be returned to you.

DAMAGE

A sum up to £750 will be collected from your card, the details of which will be collected prior to the booking taking place. If the safe return of the vehicle in the condition in which it left our premises is deemed to be unsatisfactory, subject to an inspection by us, this will be collected to cover the damage to the vehicle or the fixtures and fittings therein or equipment included in the rental. The van and equipment must be returned with no damage to it, its contents or any third-party property. The van must be returned with a full tank of diesel. Should there be any damage, costs for any replacements, repairs or special cleaning the costs will be taken from the card nominated prior to rental period commencement. In the event that there is a claim we reserve the right to retain the card information for a longer period as is necessary to quantify the charges incurred which are to be deducted from the £750.

MILEAGE ALLOWANCE

The Mileage allowance is 840 miles per week or 120 miles per night for part week rentals. (If you hire from Friday - Monday you have 360 miles). Excess miles to be charged at 55p per mile thereafter.

CHARGES

The charges stated on the booking confirmation reflect your use of the vehicle during the rental and include basic rental charges, insurance, and any applicable taxes at the prevailing rate. Additional charges may arise from your use of the vehicle during the rental, and may include:

- loss of or damage to the vehicle and its contents, extra cleaning charge
- insurance charges, e.g. the excess, additional driver charge, traffic convictions, use of a foreign driver's license, work in what insurers consider high risk occupation, aged younger than 25 or older than 70. Failing to provide this information may invalidate your insurance and render you liable for all losses howsoever sustained including claims by third parties
- road tolls, fines, and legal penalties (eg, parking tickets, speeding) which are incurred during the period of hire. Any charges subsequently notified to us will be immediately invoiced to the hirer and we will require payment within 14 days
- refuelling service charge of £40 and fuel cost. The fuel tank will be full on collection and must be returned to us full
- late return charge, and any road tolls or fines for charges arising from traffic or parking offences during the rental.

INSURANCE

The campervans all have comprehensive insurance for the first and any other named drivers if arranged. Insurance is only for our camper and equipment that belongs to the campervan. Y ou are advised to take out your own personal effects and travel insurance. We are not responsible for any damage in connection with any accident or breakdown, nor are we responsible for any loss from the vehicle. Our insurance policy protects us and any authorised driver against claims from any other person or death or personal injury or any other person's property caused by use of the vehicle on the road on condition you report all such incidents to us during the hire period or on return of the van (and you are using the vehicle within the Terms and Conditions and those of our insurance company).

In the event that any third party suffers death, personal injury or damage to property caused by use of the vehicle which involves breach by you or any authorised driver of any of the terms and conditions of this agreement and that of our insurance policy, you agree to reimburse us if we are obliged to compensate (a) the insurers for any payment they make to a third party on your behalf and/or (b) any third party.

DRIVERS' LICENSE

Drivers must be over 25 years of age and under 79 in good health and hold a full driving license. We take 'good health' to mean that you have no mental or physical disabilities which would interfere with your ability to drive, for example, stroke/ deafness/heart condition/diabetes/loss of limb/loss of sight in an eye/epilepsy. In addition you are taking no drugs likely to affect your driving.

You will need to have held a UK driving license for at least 2 years. We will need to see your driving license and two other forms of ID for all those who intend to drive, before you take your campervan. You cannot drive away a van without us having sight of your licenses and ID documents. No exceptions can be made to this.

The vehicle must only be driven by you or any other person who has first been authorised by us, for whom you have provided the insurance driving license and personal ID. You agree that you will not allow anyone to drive the vehicle including yourself who does not fulfil our minimum requirements regarding age, health and possession of a valid driving license, or, who is over-tired or under the influence of alcohol, drugs, medication or any other legal or illegal substance impairing their consciousness or ability to react.

OUR OBLIGATIONS

We will supply the vehicle to you in excellent overall and operating condition, complete with all necessary documents, parts and accessories. You agree to return the vehicle to us in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in this Agreement. Failure to do so may result in further charges becoming due.

CONDITION

VW Camper Holiday and the hirer will check the condition of the vehicle at the start of the rental and again on return of the vehicle. VW Camper Holiday will provide a record showing agreed defects. You acknowledge that you will be responsible for any loss or damage to the vehicle, its documents, parts or accessories arising during the rental.

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COLLECTION

When you arrive to collect your van, please ensure you allow at least an hour for us to show you around the van and how to operate the sink, fridge, roof, camping gas, storage etc. We will need to complete the paperwork in that time. You will also need time to load your luggage into the campervan.

RETURN

If at any time we have agreed that you may return the vehicle to a place other than our premises or if we have agreed to collect it you will remain fully responsible for the vehicle until it is collected by us. Your campervan will be available from 1.30pm on day one of your hire and must be returned by 10.30am on the last day of your hire. If we have agreed alternative timings you will be required to adhere to these timings. There will be a penalty charge for late return. If you return the vehicle late you must comply with the 'late return' instructions in the next section, in which case you will remain fully responsible for the vehicle until it is returned to our premises.

LATE RETURN

If a van is returned to us later than the agreed time, without prior agreement, the next day's full rental charge will be payable as well as any additional insurance required. You will also be affecting the holiday of the next person to hire your campervan. Should the late return of the vehicle make us liable for extra costs, we reserve the right to pass on these costs to you. Charges and costs for late return will be deducted from your security deposit. No refund is given for early return of the vehicle.

OCCUPYING THE CAMPERVAN

You must inform us on the Booking Form the names and ages of all the people who will occupy the campervan during your hire. Failure to do so will be a breach of these Terms and Conditions and may invalidate insurance.

ENGINE CARE

If there is damage or breakdown caused by your own actions, you will be liable for the cost of repair/replacement. This could be such things putting petrol in a diesel engine. You must check the oil, water and other gauge beyond 500 miles, refilling as necessary. Your invoice will show the mileage on your vehicle on the day of collection.

HEALTH AND SAFETY

You must follow the Health and Safety guidelines when operating the campervan and its appliances and using any equipment in the camper or awning. These guidelines will be given to you verbally.

DOs AND DON'Ts THE HIRER AGREES:

The hirer agrees **not to**:

- carry more passengers than the seating capacity of the vehicle or allow the vehicle to be overloaded.
- carry passengers or goods for hire or reward,tow or push any vehicle, trailer or other object
- drive off road, on unsurfaced roads or on roads unsuitable for the vehicle
- drive when it is overloaded or when loads are not properly secured, carry any object or any substance which, because of its condition or smell may harm the vehicle
- take part in any race, rally test or other contest
- drive or park in contravention of any traffic or other regulations
- use the vehicle for any sub renting
- drive or be driven in restricted areas including, but not limited to airport runways, airport service roads, and associated areas that undertake driving training activity

The hirer agrees to be **responsible for:**

- the cost of making good any damage caused to the vehicle by improper use
- damage to the interior of the vehicle living or cooking equipment will be charged to the hirer in all cases
- loss of or damage to property left in the vehicle either during or after the hire period unless such loss or damage results from our negligence or breach of this agreement. Such property is entirely at your own risk.
- looking after the campervan, make sure it is locked, secure and parked in a safe place when not in use
- using the vehicle and its contents responsibly and comply with our instructions and Health and Safety guidelines.
- Where no instructions or advice or guidelines are given you must assume 'normal' and 'common sense' rules apply.

COOKING/HEATING

A gas bottle (and spare) is provided for the cooker.

SMOKING & COOKING FISH

It is forbidded to smoke inside our campervans or awnings. We also ask you not cook fish inside the Campervan. Evidence of either will result in additional cleaning costs which will be deducted from your security deposit.

KEYS

In the event that keys are lost or damaged you will be liable for the reasonable costs of obtaining a replacement and further costs i.e. directly related to the theft of the campervan. The charge for replacing a key is £200.

PROHIBITED USE OF THE VEHICLE

You are authorised to drive the vehicle on the conditions in this agreement including, at all times, to use the vehicle in a responsible manner. If you do not comply with these conditions, you will be liable to us for any liability or loss incurred by us or any damages or reasonable expenses we suffer or incur as a result of your breach. You may additionally lose the benefit of any waiver or insurance selected by you. We reserve the right to take back the vehicle at any time, and at your expense, if you are in breach of this agreement.

LOSS OR DAMAGE

You will be liable to us for all losses and costs incurred by us in the event of loss, damage to or theft of the vehicle its parts or accessories, while on rental if this damage, loss or theft involves deception of the hirer or another party, or as a result of the keys remaining in the vehicle whilst it is unoccupied, or was caused intentionally by you or your party.

Your liability may include the cost of repairs, loss in value of the vehicle, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the vehicle unless responsibility for the damage lies with us or has been determined by a third party or their insurers to lie with the third party. You will not be liable to us for any charge or excess if the loss or damage is directly due to our negligence or breach of this rental agreement.

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BREAKDOWN

If you have any difficulties report this immediately to us . In the event of breakdown, recovery or repair services will be provided. All our vans have 'breakdown cover'. If you incur any minor repair bills we will give you a refund for up to £50. Just produce your valid receipt on the completion of your hire. We cannot accept liability for cost arising from accident, breakdown or any other cause, eg replacement vehicle costs, travel, accommodation. VW Camper Holiday liability extends to either replacing your campervan with a similar one or refunding your hire charge for any days you lose the total use of the vehicle. You will need to return to us, at your own cost, but preferably with the breakdown service returning the original campervan, to collect a replacement vehicle, if one is available.

If you have broken down you must remain at a safe distance from the vehicle until the recovery vehicle arrives. You may not abandon the vehicle at the roadside if you wish to continue your journey with another form of transport. You must hand the keys to the recovery vehicle driver.

WHEEL AND TYRE DAMAGE

Any damage as a result of a hitting a kerb, pot hole or open drain strike will be the responsibility of the hirer and any subsequent repair damage costs will be liable by the hirer.

ACCIDENTS THEFT AND VANDALISM

You must where possible, report any traffic accident involving the vehicle to the police (and VW Camper Holiday) immediately and report loss, damage or theft involving the vehicle to the police (VW Camper Holiday) within 48 hrs of the incident or discovery of the incident. You will need to return to our premises, at your own cost, but preferably with the our recovery service returning your original campervan to collect a replacement vehicle, if one is available.

You must not admit to any liability, release any party from liability or settle any claim or accept any disclaimer in the event of the incident but should take the names and addresses of everyone involved including witnesses. An Accident or Theft Report Form must always be completed and submitted to us when you return the vehicle.

In the event of theft you must return the keys to us.

VW Camper Holiday will not refund the hire charge for any days you lose use of the vehicle due to an accident, theft or vandalism. We cannot accept liability for any cost arising from accident, theft or vandalism e.g. replacement vehicle costs, travel, accommodation, phone calls.

You agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings arising out of any loss of or damage to the vehicle.

DASH CAM

This must be kept in operation at all times.

LIABILITIES

The hirer is liable for any losses or damage caused by the hirer and his/her group and VW Camper Holiday cannot accept liability for any losses or damage or liability caused by the hirers to themselves or third parties, or their property.

The hirer is liable for any damage caused above cab height – you are fully responsible for damage caused by failure to assess the height of the vehicle and striking overhead or overhanging objects. The hirer will also indemnify VW Camper Holiday from any liability, caused by damage to the overhead or overhanging objects. The hirer will also indemnify VW Camper Holiday from any liability, caused by damage to overhead or overhanging objects and subsequent damage to third parties and their property.

BREACHES OF THESE TERMS AND CONDITIONS

If you commit a breach to these Terms and Conditions we will have the right to terminate your booking and if you are already in the van, we may require you to return it immediately. A breach of these Terms and Conditions includes without limitation, failure to comply with our instructions or health and safety advice or circumstances where your behaviour, or that of your guests, is likely to have a significant adverse effect upon the van or people or property in the vicinity. In the event of you committing a breach of these Terms and Conditions no refund of the fees you have paid will be returnable to you. You will be liable for any costs incurred in returning the van to our premises.

OUR LIABILITY

If we are negligent our liability to you will be limited to the loss or damage which was a foreseeable result of such negligence.

Except in the case of death or personal injury resulting from our negligence, our total liability to you in respect of any breach of these Terms and Conditions or tort or other act or omission by us in connection with this contract shall be limited in aggregate to the price agreed to be paid by you for the right to use the van for the period agreed.

WHOLE AGREEMENT

These Terms and Conditions override and supersede all previous versions and any previous course of dealing between the parties and incorporate the whole agreement together with any insurance conditions notified to you at the time of hire or collection.

In the event of any inconsistency between these terms and conditions and any other of our literature, the provisions of these Terms and Conditions will prevail.

If any provision of these Terms and Conditions is prohibited by law, judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

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