



## CamperVango UK

### Terms and Conditions of Hire

When you sign the Hire Agreement on the reverse side of this document you accept the terms and conditions set out below. Before you sign this Agreement please read through these terms and conditions carefully. If you have any questions concerning them please ask us.

In the event of any discrepancy between these terms and conditions and any other CamperVango UK literature, the provisions of these terms and conditions apply

The wording below states the terms and conditions on which CamperVango UK is prepared to hire the vehicle to you.

#### 1. The meaning of some words used in these terms and conditions

**We, us or our** Means Philip Hannington trading as CamperVango UK; and

**You or your or Hirer** Means the person or persons named as the hirer under the heading 'hirer details' on the Hire Agreement and any person whose credit card is presented in payment of the hire charges.

'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 this event the insurance will apply and you 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 6 feet (1.83 metres) and or any third party property. The hire rate quoted includes a standard excess of £500 or other amount as agreed by our insurers for licenses out with UK and EU. In the event of any damage to either the vehicle or third party property, you will be liable up to the full amount of the security deposit paid. You will also be fully liable for all overhead damage, any damage deemed as gross negligence and replacement or repair of windows and windscreens or tyre damage.

'Hire Agreement' means this agreement.

'hire period' – Means the hire period referred to under the heading 'booking details' on the Hire Agreement or any agreed variation thereof and any additional period during which the vehicle is in your possession or control. If you break any terms of the Hire Agreement we can ask you to return the vehicle to us before the date and time we have agreed with you.

'living equipment' – Includes but is not limited to tv/dvd player, cd player, crockery, cutlery, cooking utensils, optional bedding.

'vehicle' – Means the vehicle described under the heading 'vehicle details' on the Hire 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 CamperVango UK.

'security deposit' – Means the vehicle security deposit detailed under the heading 'vehicle security deposit' in the Hire Agreement. The hire rate quoted includes a standard excess of £500 or other amount as agreed by our insurers for licenses out with UK and EU.

#### 2. Passengers: CamperVango UK authorises the use of its vehicles as follows:

- HENRY: Fiat Auto Roller - Up to 5 passengers
- HILDA: Ford Zefiro - Up to 6 passengers

Above limits include the Driver. Each person is to use the safety restraints provided at all times whilst vehicle is in motion.

#### 3. Drivers

- Drivers must be between 25 and 75 years old. A refundable security deposit of £500 to cover the Insurance Excess applies to all vehicle hires with UK Drivers licence. Drivers with non-UK licence will be checked by our underwriters who will notify us of any additional excess.
- All drivers must have a minimum of 2 years driving experience.
- Main Drivers must provide Photo ID licence prior to hire commencement plus two items of residential proof of the main Driver (two utility bills/statements from separate companies less than 3 months old is required by our insurers). If the Driver does not have a Photo Licence ID, the paper licence and a passport are required.
- Additional Drivers must provide Photo ID licence prior to hire. If the Driver does not have a Photo Licence ID, the paper licence and a passport are required.
- Details of any additional drivers are required in advance of hire period.
- Drivers are personally liable for all legal penalties (e.g.: parking tickets) which are incurred during the period of hire.
- Maximum of 3 drivers per hire.
- All drivers must be present at Booking Hire Start Day with all documentation as outlined above.
- We reserve the right to cancel the hire if, at the commencement of hire, the Drivers' licences are invalid or not in accordance with the required conditions or if insurance is declined for any reason.

#### **4. Reservations and reservation fees**

- Availability is on a request and confirm basis at the time of reservation.
- A reservation fee of £200 is payable at time of reservation. Refunds will be subject to the cancellation policy. A reservation is only binding after it has been confirmed by CamperVango UK and a reservation fee of £200 has been paid. Our terms and conditions including cancellation policy will apply from this point onwards. Once the reservation is confirmed, a confirmation email will be sent out to you.
- If the first day of your hire begins within 28 days then full payment is required at the point of booking.
- Settlement of the remaining balance will be due 4 weeks (28 days) before your Booking Hire Start date.
- **A refundable security deposit will be held on your preferred payment card on the start of your hire period to cover Insurance Excess and any damages or road traffic fines incurred. Please note that some card payment holders do not facilitate holds on cards and therefore your deposit may be charged to your card by their request. Please ensure you check with your card holder. The security deposit will be released/refunded 7 days after the end of your hire less any incurred costs for damages and fines.**
- The hirer irrevocably authorises CamperVango UK to deduct from the security deposit any amounts due by you to CamperVango UK arising out of this agreement. The security deposit will be released/refunded directly to your payment card 7 days after the return of the Campervan provided the vehicle being returned to the correct location, undamaged, with a clean interior and with a full fuel tank.

#### **5. Hire Charges –** You are responsible for all of our charges. By signing this agreement you agree to be jointly and severally liable for all of our charges even if you have asked someone else to be responsible for all or part of them.

- **What's included in your Hire fee:**

- VAT at the rate prevailing at the time of this Hire Agreement
- Unlimited mileage
- UK standard vehicle insurance\*
- UK standard breakdown cover

- Handover instruction prior to commencement of the hire
- Bike rack for a maximum of 4 peddle cycles (maximum weight capacity 75Kg).
- Crockery, cutlery and glasses
- Kettle, saucepans and cooking utensils
- Electricity hook-up cable
- Fresh water hose
- Kitchen 'starter pack' (tea towel, dishcloth, wash-up liquid, ..)
- Outdoor picnic table and chairs
- Chemical toilet consumables
- Bed linen (optional extra)
- \* Insurance loading. In some cases, CamperVango 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 you.
- You agree that there will be a 24-hour period following the date of return of the vehicle allowing us to make a thorough inspection of the vehicle inside and out having washed and removed all dirt and debris to allow for such inspection. Any damages found within this 24-hour period will be notified to you by photo and email and the cost of repair will be deducted from the Security Deposit accordingly.

## **6. Hire and other charges that you agree to pay to us**

You agree to pay CamperVango UK:

- all vehicle hire charges for the period that you are in possession of the vehicle
- the security deposit.
- the 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, subject to the insurance\*
- 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 hire period
- any other fees or charges payable by you pursuant to this agreement. \*
- the daily hire rate for the period the vehicle is off fleet for accident repairs\*
- the cost to recover a vehicle which has become bogged.\*

\*This cost is up to the insurance excess amount provided all Terms and Conditions are adhered to. If the insurer deems the insurance to be invalid due to inappropriate use of the vehicle and there has been a breach by you of the terms of this Hire Agreement, then you will be liable for all costs.

You agree that you will be responsible for the following Charges:

- A refuelling charge if you do not return the vehicle to us with a full tank of fuel. The charge will be £50 per ¼ tank of fuel.
- A cleaning fee of £75.00 if the vehicle is not returned with the interior in a clean condition.

- A service fee of £20 for any/ all water tanks that are not emptied.
- A service fee of £100 fee if the toilette cassette is not emptied and cleaned properly prior to the return of the vehicle.
- A service fee of £200 where there is evidence of smoking cigarettes in the vehicle
- Administration fee of £50 for processing damage claims and traffic claims
- Any additional costs over and above the security deposit value should damages exceed the deposit value
- The full cost to us to recover a vehicle
- We reserve the right to recover full costs in the case of your negligence in order to return the vehicle to its original state.
- An excess is applied for windscreen damage according to our insurer's terms and will be taken off the hirer's security deposit:
  - £35 for chip to a windscreen
  - £500 being applied for full replacement of the windscreen
- you will be responsible for damages to tyres and the cost of repair or replacement will be deducted from the security deposit.
- Pick up and return times will be agreed prior to the commencement of the Hire in writing and signed for on your Vehicle Hire Agreement prior to departure. Late returns will be charged as follows:
  - Up to 30 minutes late: £25
  - 30 to 60 minutes late: £50
  - Over 60 minutes late: £100

We include UK standard breakdown cover. This covers you against breakdowns due to **mechanical faults**. Any charges relating using the breakdown cover for incidents due to your error including but not limited to, the wrong fuel (mis-fuel), running out of fuel, running out of Adblu, clutch damage (riding the clutch), improper use of handbrake (forgetting to take off handbrake), lost keys, Locking keys in the vehicle, grounding the vehicle, flooding the vehicle, flat battery, etc will be the responsibility of the Hirer.

## **7. Vehicle Collection & Returns**

The pick-up & return times of your vehicle will be stipulated in your Hire Agreement and your booking confirmation, and will be arranged as follows:

**Collection:** Monday, Thursday, Friday, Sunday between 12:00-15:00

*Collection:* Please allow up to 1 hour for the hand-over of the Vehicle to complete documentation and demonstrate our vehicle to you.

**Return:** Monday, Thursday, Friday, Sunday between 09:00-10:30

*Return:* Please allow up to half an hour on the return of your vehicle to hand over and check the condition of the vehicle. The vehicle must be returned with a full tank of fuel and returned in the same condition that it was hired to you. The vehicle must be returned on the date stated on the Hire Agreement and before the stated return time agreed on your Hire Agreement or confirmed in writing by email from CamperVango UK. You must advise us if you are delayed for any reason and additional charges may be charged.

You agree that you have received the vehicle in a clean condition and in sound working order in accordance with the Hire Agreement and with a full fuel tank.

You agree to return the vehicle in a clean condition with a full fuel tank, on the return date and time set out under the heading 'Return time' in the Vehicle Hire Agreement.

You agree that CamperVango will not refund to you any monies, nor have any obligation to provide a replacement vehicle, if the vehicle is returned or you cease to have the use of the vehicle prior to the return date for any reason e.g. accident, injury, weather or theft

## **8. Cancellation by you**

If you wish to cancel your reservation you will:

- Receive 50% refund of your deposit if cancelled more than 4 weeks (28 days) prior to the hire start date.
- Forfeit 100% of the total hire charge if cancelled less than 4 weeks (28 days) prior to the hire start date.
- If you fail to turn up at the agreed date and time at the start of the hire period, this will be treated in the same way as a cancellation with no notice. You will forfeit 100% of the hire charges. Your reservation is not transferrable to a different person or a different date.

## **Cancellation and amendment by us**

If the vehicle you have reserved is not available for hire we reserve the right to substitute it for a comparable vehicle to that booked. If the daily hire cost of the substituted vehicle is higher than the original hire charge then no additional daily hire charges will be charged to you. If the daily hire cost of the substituted vehicle is lower than the original hire charge then a refund of the difference will be given. Substitution of the vehicle does not entitle you to any refund nor does it constitute a breach of this Hire Agreement. If you do not accept the replacement vehicle offered, the reservation will be deemed cancelled and the above cancellation fee scale will apply. If no replacement vehicle can be offered by us, the reservation will be cancelled and you will be refunded in full, in this instance you agree that you are not entitled to claim any consequential losses.

**9. Payment of charges joint and several liability:** All charges and expenses payable by you under this Hire Agreement are due on demand by CamperVango UK. If you do not pay all charges when due, you agree to pay a late payment charge of 1% per month on the outstanding balance and any collection costs incurred by CamperVango UK, including reasonable legal fees.

**10. Title to vehicle:** You acknowledge that CamperVango UK retains title to the vehicle and that you possess the goods as a mere bailee only. You acknowledge and agree that you do not have any right to pledge credit in connection with the vehicle and you agree not to do so. You 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.

## **11. Use of the vehicle**

You agree that during the hire period, you 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 the hirer to CamperVango UK;
- Driven 'airside' of any active airport.
- Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- Driven by persons:

- Whose licence has not been submitted to CamperVango UK:
- 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 'Hirer Details' in the vehicle Hire Agreement.
- Damaged by:
  - Being driven in or through water
  - Contact with salt water
- Left with the ignition key in the vehicle while it is unoccupied at any time.
- Left unlocked with windows down whilst unattended at any time.
- Used for any illegal purpose.
- Used for any race, rally or contest
- Used to tow any vehicle or trailer.
- Used without the fitted vehicle tracker.
- 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.
- Driven on to any ferry.
- Otherwise used in breach of your obligations under this Hire Agreement.

## **12. Alterations to the vehicle**

You agree not to make any alterations or additions to the vehicle or any of its components whatsoever without the prior written consent of CamperVango UK.

## **13. Maintenance**

We will carry out a full inspection of the vehicle prior to each hire and you will be shown how to operate the systems in the vehicle. Should any item fail during the Hire Period, we will use our best endeavours to remedy the problem for you but in some circumstances this may not be possible. If this occurs we cannot be held responsible and will not refund any sums nor have any obligation to provide a replacement vehicle.

We shall take all reasonable steps to properly maintain the vehicle, including oil checks, water and batteries.

We will reimburse you for expenditure up to £100.00 (GBP) reasonably incurred in rectifying any mechanical failure to the drivetrain and engine of the vehicle (not including the water system, refrigerator, heating, audio equipment) provided that:

- You produce relevant receipts.
- You have received the prior consent of CamperVango UK before having work carried out.
- The damage is not due to your fault or your breach of this Hire Agreement.

Subject to the terms of this Hire Agreement, you will pay for the cost of repairing or replacing tyres\* damaged during the hire period and agree to:

- Contact us to notify us of damage to tyre(s) immediately
- Await confirmation from us regarding replacement of tyre or tyre repair and location of repair.

- Replace tyres to the same brand and quality or like for like if the brand is not available.
- Pay the full costs of repair or replacement directly to the garage or be liable for all costs of replacement.

You agree that you will be liable for all and any costs associated with using the incorrect fuel in the vehicle or filling the vehicle with the incorrect fuel.

**If you realise that you have mis-fuelled the vehicle with the wrong fuel at a petrol station do not drive the vehicle. Driving the vehicle will cause extensive damage to the engine and fuel injection system.**

#### 14. Responsibility when accident or loss occurs

In the event of any accident, loss or damage (including mis-fuelling) arising out of the use of the vehicle:

- You will notify us immediately of the happening of the event. In the event that contact cannot be made then you will email us to notify us of the damages and await for a response before leaving the place of the accident
- You agree to obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station
- You agree that you will not make any admission of liability to other parties; settlement offer or other like offer
- You agree to assist us in handling any claim arising from any event, including providing all relevant information and attending court to give evidence
- The hirer acknowledges that the excess or other amount due 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 hire period.
- The hirer 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. The cost of change-over is dependent on the mileage from CamperVango UK and time taken to deliver the replacement vehicle and is at the discretion of CamperVango UK.

#### Insurance

- The hirer agrees that the vehicle is insured with fully comprehensive insurance for damage to the vehicle and the property and medical costs of a third party (less the excess set by the insurers). Please note that our insurance does not cover medical cover for our hirers; it only covers damages to our vehicle. The Vehicle Insurance does not cover personal items or losses. We shall not be liable for any indirect or consequential losses. The Hirer is advised to take out personal travel insurance cover prior to the Hire Period
- The Hirer shall pay or reimburse CamperVango UK against all losses, liabilities, costs, actions, claims or demands which it may incur or have brought or made against them in relation to the Vehicle or its use and which are not recoverable under a policy of insurance whether the same is affected by The Company or Hirer;
- The Hirer is responsible for the full cost of making good any damage to the vehicle caused deliberately, by improper use or by an act of negligence.
- In the event of insurable damage not being indemnified with the insurer, the following charges may apply:
  - A minimum administration charge of 10% of the total costs associated with the repair costs.

- The prevailing daily hire rate (maximum 7 nights per Incident) plus other associated charges, if applicable, transfer to warranty approved repairing garage and for the time incurred by the repairing garage to carry out the required repairs arising from an Incident, even if an account is forwarded to a third party.
- The Hirer will be liable for associated administrative fees, plus loss of revenue at the prevailing daily hire rate (max 5 days), transfer to warranty approved repairing garage and storage fees.
- If Vehicle is stolen or theft from the vehicle occurs the Hirer should report to CamperVango UK immediately upon detection. It should also be reported to the Police and a crime reference number should be obtained.
- If any damage is due to negligence of the Hirer, the Hirer will be liable for the Insurance Excess liability, administrative fees, plus loss of revenue at the prevailing daily rate (max 5 days), loss of value, vehicle recovery charges, transfer to warranty approved repairing garage, storage, impound fees. In such cases the security deposit shall be forfeited.
- The hirer will have to pay an excess for any damage. The insurance excess is £500 as agreed and paid through our security deposit (or another amount requested and agreed by CamperVango UK insurers for customers)
- The hirer will not have any insurance cover and will be responsible for the total cost of any damage if he/she is in breach of any of the terms of this agreement.

## **15. Release and indemnity of CamperVango UK**

Subject to its obligation to deliver the vehicle, you release CamperVango UK, its employees and agents, from any liability to you (regardless of who is at fault) for any loss or damage incurred by you 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 the hirer's purpose
- Any loss or damage to any property left in or on the vehicle, in any service vehicle or on any CamperVango UK premises or recovered or handled by CamperVango UK.
- Subject to any insurance arrangements agreed with CamperVango UK, The hirer hereby indemnifies and shall keep indemnified CamperVango UK, 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 the hirer's use and/or possession of the vehicle.
- Instances beyond CamperVango UK's control that means they cannot release the vehicle to the hirer due to a prior accident or fault with the vehicle. In this instance, CamperVango UK will endeavour to find a replacement vehicle or give a full refund of the price of hire to you.

## **16. Road restrictions**

- All vehicles may only be driven on sealed / bitumen roads.
- The hirer acknowledges that CamperVango UK 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.

## **17. Travel Outside the UK**

We do not allow any vehicle to be taken out of the UK and therefore invalidates the vehicle insurance. In the event it is discovered that the vehicle has been taken out of the UK during the hire, we will report the vehicle stolen to the authorities and request the immediate return of the vehicle and the hirer will forfeit their full security deposit and will not therefore be entitled to a refund.

**18. Terminating the agreement:** The hirer acknowledges that CamperVango UK 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;

- The hirer is in breach of any term of this agreement;
- The hirer has obtained the vehicle through fraud or misrepresentation;
- The vehicle appears to be abandoned
- The vehicle is not returned on the agreed return date or CamperVango UK reasonably believes that the vehicle will not be returned on the agreed return date;
- CamperVango UK considers on reasonable grounds, that the safety of passengers or the condition of the vehicle is endangered. The hirer understands that in the event of such termination or repossession, the hirer has no right to a refund of any part of the hire charges or the security deposit

**19. Changes:** Any changes to this agreement must be in writing and must be signed on behalf of CamperVango UK.

**20. Governing law:** This agreement is governed by the laws of England in which this agreement was signed.

**21. 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. CamperVango reserves the right to add or amend any hire charges without prior notice.