

Rental Terms and Conditions

1. GENERAL

1.1 These Terms and Conditions shall be incorporated into and govern this Agreement made between the Owner and the Hirer whose names and addresses are set out on the Rental Agreement to the exclusion of all or any other terms and conditions.

1.2 Words and expressions defined in the Agreement shall where applicable have the same meanings when used herein. In addition the term "Vehicle" when used herein shall (if applicable) be deemed to include any replacement vehicle and all tyres, tools, accessories, parts and equipment relating to Vehicle.

1.3 Where the person signing this Agreement on behalf of Hirer is not Hirer, he or she represents and warrants to Owner that he or she is authorised to sign and to enter into this Agreement for and on behalf of Hirer and all agreements and obligations on the part of Hirer hereunder shall be deemed to be made by such person jointly and severally with Hirer.

2. HIRE OF VEHICLE

2.1 Owner agrees to let and Hirer agrees to take on hire Vehicle upon and subject to the terms and conditions of this Agreement.

2.2 The period of hire shall commence on the Time and Date Out specified on the Agreement and shall continue (subject to earlier termination by either party or any extension in accordance with this Agreement) until the Time and Date Due Back specified in the Agreement.

2.3 The period of hire may not be extended without Owner's prior written consent and charges will be applied for late returns at the daily rate.

3. PROHIBITED USES

3.1 Hirer will not use Vehicle or allow Vehicle to be used for any purpose for which it is neither designed, suitable nor hired including (without limitation) the carriage of passengers and/or property for hire or reward; any unlawful, hazardous or unusual purpose; propelling or towing any other vehicle or trailer or for any similar purpose without Owner's prior written consent; racing, rallying, pace-making, reliability, speed testing or other trials, competitions of any sort or driving tuition; carrying a number of passengers and/or property which would cause Vehicle to be overloaded or would cause any applicable restriction to be exceeded; the use of Vehicle on any surface other than roads with a tarmac or concrete surface over which there is a right of way (public or private) for motor vehicles.

3.2 Hirer will not allow Vehicle to be driven by any person who has not been approved in writing by the Owner.

3.3 Hirer will not take or allow Vehicle to be taken outside the United Kingdom without Owner's prior written consent. As a pre-condition of any consent Hirer must produce to Owner evidence satisfactory to Owner of adequate insurance arrangements for taking Vehicle abroad including (without limitation) an International Motor Insurance Cover and/or Bail bond (as the case may be).

3.4 Hirer will not use any vehicle with a gross vehicle weight over 3.5 tonnes without a full valid and current Operators license where the vehicle is being used for business use.

3.5 Hirer will not take or allow Vehicle weighing over 3.5 tonnes (i.e Grand California) to be driven by any person who does not have a category C1 UK or EU driving license.

4. PAYMENTS

4.1 Hirer will pay to Owner on demand:

(a) the Total Deposited as specified in the Agreement together with any further deposits requested by Owner on or before the commencement of any extension of the period of hire, which Owner may apply at any time towards payment of any sums due from Hirer hereunder;

(b) the amounts (if any) specified in the Agreement for Time charges, Collision Damage Waiver, Excess Charges per occurrence, Theft Protection, and the miscellaneous other charges (if any) specified in the Agreement;

(c) all fines, penalties, costs, charges and liabilities relating to parking, road traffic or other offences or contraventions or restoration charges and loss of income if the vehicle is seized by Customs and Excise incurred in relation to Vehicle by Hirer or Owner (except where caused through fault of Owner) from the commencement of this Agreement until Vehicle is returned to Owner in accordance with the terms of this Agreement by the nominated payment method stated in the Agreement regardless of the time lapsed between offence and notification of offence to Owner, and Hirer will allow Owner to process electronic CNP transactions for these amounts plus a reasonable administration fee not less than £25.00 +VAT;

(d) Owner's costs of repairing or replacing Vehicle in the event of loss, theft or damage howsoever caused, plus loss of revenue to Owner (calculated at Owner's unlimited mileage charges for the period during which Vehicle shall remain unavailable for rental by reason of such matters) provided that if Vehicle is operated in accordance with all the terms of this Agreement;

(e) Hirer's Liability in respect of damage to or Theft of Vehicle will be limited to a non-waivable excess charge, per incident, in accordance with Owner's current tariff as specified in the Agreement, except where the damage or theft has been caused by the negligence of the Hirer;

(f) the cost of refueling Vehicle if returned to Owner with less fuel than was contained in Vehicle's fuel tank at the commencement of the period of hire together with Owner's current tariff or refueling service charges;

(g) Owner's cost incurred in recovering Vehicle in the event Hirer fails to return it to Owner in accordance with the terms of this Agreement;

(h) any value added tax or local or other taxes payable in respect of any of the above.

4.2 All overdue payments shall bear interest on the amount overdue at the rate prevailing laid down by the Government from the date such sums become due to the date of actual payment. Owner reserves the right to charge administration fees.

5. HIRER'S OBLIGATIONS

Hirer shall at all times during the term of this Agreement:

- (a) take proper care of Vehicle and ensure Vehicle is used in a lawful and reasonable manner in all respects and in particular (without limitation) will keep Vehicle locked when not in use and shall ensure that ignition keys and/or security arming devices are not left in the vehicle when unattended.
- (b) return Vehicle to Owner in the same condition as when received as evidenced by Hirer's signature on Owner's "Check-in-report" relating to Vehicle (BVRLA code of conduct/fair wear and tear only excepted) to Owner's address specified in the Agreement immediately upon demand by Owner (such demand not to be made without reasonable cause) subject to a refund to Hirer of any sums already paid by Hirer in excess of those due under the terms of this Agreement. The Owner will not be liable for consequential losses or expenditure as a result of failure to provide a vehicle due to unforeseen events, such as, repairs, accident, roadside assistance, third party damage or effects of weather. The owner's agents VW and the AA are designated to provide assistance and support in such circumstances as per the terms and conditions of the vehicle handbook. It is therefore essential that the Hirer also take their own private insurance to cover any additional expenses such as hotels and/or vehicle hire should this go beyond the terms of the AA and VW customer services.
- (c) immediately report any accident, loss or damage involving Vehicle to the Owner and the police or other proper authority and take photographic evidence of all damages etc, complete an accident report form and sketch plan, to include details of all witnesses and third parties involved;
- (d) immediately report any breakdown, fault or defect, reasonably requiring repair to Owner and will not, in the case of a defect or fault which makes Vehicle un-roadworthy or liable to cause damage or danger to persons or property or further damage to Vehicle, use Vehicle until such defector fault has been repaired or corrected and will take all reasonable steps to prevent or mitigate.
- (e) obtain Owner's prior written consent before incurring repair costs in excess of £25;
- (f) not remove or interfere with any Vehicle parts or spares or with any identification marks or plates affixed to Vehicle;
- (g) inform Owner immediately upon request of the whereabouts of Vehicle;
- (h) not sell, mortgage, charge, pledge, assign, underlet, lend or otherwise dispose of or part with possession of Vehicle at any time or contract so to do or otherwise deal with Vehicle in any manner inconsistent with Owner's rights;
- (i) maintain all oil and fluid levels and tyre pressures in accordance with the manufacturer's recommendations;
- (j) at Owner's request assist Owner in enforcing any rights or remedies Owner may have against third parties in respect of any loss or damage to or in connection with Vehicle arising during the term of this Agreement.
- (k) Agree not to disengage any of the passive safety features and leave it secured at all times with the keys removed.
- (l) I agree that if I am in breach of any significant policy conditions CamperVanTastic Ltd has the right of recovery against me (the hirer)

6. LIMITATION OF LIABILITY

6.1 Owner warrants that from the commencement of the period of hire:

- (a) to take all reasonable steps to provide the Hirer with a well maintained vehicle;
- (b) when informed of a breakdown by the Hirer to see that the necessary repairs are carried out promptly, if possible;
- (c) if repairs cannot be carried out promptly, to provide a substitute vehicle or allow the Hirer to terminate hire.

6.2 All other warranties, conditions or terms relating to contracts of hire and whether implied by statute or common law or otherwise are excluded to the fullest extent permitted by law. In particular (but without limitation) Owner shall not be liable to Hirer for any indirect or consequential loss or damage (including loss of revenue), costs, expenses, liabilities or any other claims or demands arising out of or in respect of:

- (a) any breakdown, malfunction, failure or defect of Vehicle; (b) any property left, stored or transported by Hirer or by any other person in or upon the Vehicle either before or after the return of Vehicle to Owner. Provided always that nothing herein contained shall restrict or exclude Owner's liability for death or personal injury caused by Owner's negligence or any other liability of Owner, which cannot be excluded as a matter of law.

7. INSURANCE

7.1 Except where Hirer has elected personally to insure Vehicle as evidenced by Hirer's signature in the "Accepts" space in the Agreement, Hirer participates as an insured under Owner's vehicle insurance policy and agrees to observe all the terms and conditions thereof. A summary of the terms and conditions of such insurance policy is available for inspection at Owner's address specified in the Agreement. Hirer further agrees to protect the interests of Owner and Owner's insurance company in the case of an accident during the term of this Agreement by:

- (a) making every endeavour to obtain names and addresses of parties involved and of witnesses and obtaining photographs of the incident;
- (b) not admitting liability or guilt to any third party;
- (c) not abandoning Vehicle without adequate provisions for safeguarding and securing the same;
- (d) calling Owner's office by telephone using the number specified in the Agreement and further giving a detailed report including (without limitation) photographs, plans and drawings to Owner;
- (e) notifying the police or other proper authority immediately.

(f) Non-waivable damage excesses: The Hirer will be fully liable for all overhead (including elevating roof & canopy canvas), undercarriage, windscreen, wheel/tyre damage or losses to items stowed externally or towed. The Hirer will have to pay our reasonable costs for bringing the vehicle back to the condition stated in the pre-rental inspection report. This could include the cost of any damage inside and outside the vehicle, cleaning costs if the vehicle is very dirty, and replacing any items or accessories.

7.2 Where Hirer has elected personally to insure Vehicle (for example when authority has been given by CamperVanTastic for media/film use), Hirer undertakes to insure and keep insured Vehicle during the term of this Agreement under a fully comprehensive motor insurance policy (including windscreen damage) to its full replacement value, free from limitation or excess, with reputable insurers approved in writing by Owner. Hirer agrees to observe all the terms and conditions of the said policy. Hirer shall at Owner's request supply full details of such policy to Owner and shall ensure Owner's interest in Vehicle is endorsed upon the said policy. Hirer shall procure that any money paid by Hirer's insurers under the said policy is paid directly to Owner, and Hirer shall compensate Owner for any loss or damage suffered by Owner in excess of any monies received by Owner.

8. INDEMNITY

Hirer will indemnify and hold harmless Owner and keep Owner indemnified and held harmless against all costs, losses, claims or damages, expenses and liabilities of whatsoever nature suffered, incurred or sustained by Owner.