

BACKGROUND:

These Terms and Conditions shall apply to the hire of campervans from Vdub Camper Hire (“the Company”) by customers who are renting the Vehicle for personal purposes.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“CD Offence”	means a careless driving motoring offence;
“Class”	means the category into which the Vehicle falls as determined by the Company and set out in Clause 2 of these Terms and Conditions;
“Customer”	means the customer who is renting the Vehicle subject to these Terms and Conditions;
“DD Offence”	means a reckless or dangerous driving motoring offence;
“DR Offence”	means a drink or drug driving motoring offence;
“Recovery Service”	means the Company’s chosen recovery service, The AA;
“Rental”	means the rental of the Vehicle by the Customer subject to these Terms and Conditions;
“Rental Agreement”	means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Rental of the Vehicle;
“Rental Fees”	means the sum payable by the Customer for the Rental as determined under Clause 5 of these Terms and Conditions;
“UT Offence”	means a theft or unauthorised taking motoring offence; and
“Vehicle”	means the vehicle falling into one of the Classes set out in Clause 2 which the Customer is renting for the duration of the Rental Agreement.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to these Terms and Conditions;
- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

2. Vehicle Classes

Subject to the provisions of Clause 3, the Company offers the following Classes of Vehicle:

Class	Vehicle Type
Campervan	VW T2 Campervan

3. Driver Eligibility Requirements

- 3.1 The Customer must be the holder of a full (as opposed to provisional) driving licence which has been held for at least 3 years at the commencement date of the Rental. In the case of UK driving licences both the photocard licence and the paper counterpart licence must be produced before the Vehicle will be released to the Customer. Copies of licences will not be accepted.
- 3.2 The Customer must be at least 25 and not more than 70 years of age to rent a Vehicle from the Company.
- 3.3 Customers with less than 6 penalty points on their driving licence will be permitted to rent a vehicle subject to the payment of an additional insurance premium.
- 3.4 Customers with more than 6 penalty points on their driving licence will not be permitted to rent a Vehicle from the Company.
- 3.5 Customers who have been banned from driving for a period of 12 months or more as a result of a CD, DD, DR or UT Offence will not be permitted to rent a from the Company for a period of 5 years following the restoration of their licence.
- 3.6 The Customer must present two forms of identification (in addition to their driving licence) when collecting the Vehicle. At least one should include the Customer's home address. Acceptable forms include, but are not limited to, passports, bank statements and utility bills.

4. Rental Term

- 4.1 The Vehicle will be made available for collection by the Customer at the time, date and location as agreed with the Customer and the Company and shown in the Rental Agreement.
- 4.2 The agreed Rental Term will be set out in the Rental Agreement. The Customer must return the Vehicle to the Company at the location shown in the Rental Agreement (which may or may not be the collection location) at the end of the Rental Term.
- 4.3 If the Customer is late in returning the Vehicle the Company shall charge the Customer for an additional rental at the rate of £50 per hour for that Vehicle plus any additional relevant charges, surcharges or excesses including compensation to the next Hirer if appropriate.
- 4.4 If the Customer wishes to extend the Rental Term they may do so at any time prior to the end of the Rental Term. The Customer must contact the Company to arrange such an extension. Extensions may be made subject always to the existence of prior reservations made by other customers. The Company shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Vehicle to the Customer beyond the end of the pre-existing Rental Term.
- 4.5 The Company reserves the right to recall the Vehicle immediately at any time. In the event that the Company exercises this right the Customer will be reimbursed for any and all full and half days remaining in the Rental Term or will be issued immediately with a replacement Vehicle of the same Class or of the closest Class thereto at no additional cost. If the replacement Vehicle is of a lower Class no discount will be offered. Availability of replacement Vehicles in higher Classes will be subject to the eligibility requirements set out in Clause 3. If the Vehicle is not returned to the Company on request the Customer shall be deemed to have authorised the Company to enter the Customer's property and use any means necessary to recover the vehicle. The Customer shall be charged for any costs associated with such recovery.

5. Fees and Payment

- 5.1 The Rental Fees will be determined by reference to the length of the Rental Term, the Class of the Vehicle, any relevant surcharges and any additional items which may be included in the Rental.
- 5.2 All Rental Fees are due in full and in advance of the Rental commence date.

- 5.3 Payment may be made by either cheque with a minimum of 14 days in advance of the Rental, by bank transfer, or by credit, debit card or PayPal subject to a 3% transaction charge to cover additional costs. A security deposit of £750 will be taken at the start of the Rental Term which will be refunded to the Customer at the end of the Rental Term provided no costs have been incurred during the Rental Term under sub-Clauses 6.9, 7.2, and 7.8. If such costs are incurred, they will be deducted from the security deposit.

6. Vehicle Usage

- 6.1 The Customer may only use the Vehicle for the normal purpose for which it is intended. In the case of a car that is the carrying of passengers (up to the maximum number permitted for that particular Vehicle as indicated to the Customer at the start of the Rental Term) and associated luggage within the passenger compartment and luggage compartments of the car.
- 6.2 The Customer may not fit a roof rack, roof box or any other form of external carrier other than those approved and provided by the Company.
- 6.3 Towing is permitted only where the Vehicle has been fitted with a towbar. The Company will inform the Customer of the maximum towing weight for the Vehicle and provide instruction on the correct usage of the towbar at the time of collection.
- 6.4 The Vehicle must not, under any circumstances, be used for the transportation of inflammable, toxic, corrosive, radioactive, biohazardous or other dangerous goods or substances.
- 6.5 Subject to the prior approval of the Company, Customers are permitted to transport domestic pets in the Vehicle. The transportation of other animals is not permitted (save for those in trailers which are being towed as permitted under sub-Clause 6.3).
- 6.6 Use of the Vehicle on anything other than normal public roads (the definition of "normal public roads" includes private roads, drive ways, car parks etc.) is not permitted. This prohibition includes, but is not limited to:
- 6.6.1 Off-road driving (this applies even where the Vehicle is a 4x4 or SUV which is capable of such activity);
 - 6.6.2 Participating in racing or other competitions of any kind; and
 - 6.6.3 Speed testing or time trials.
- 6.7 Further restrictions apply to the Customer's use of the Vehicle. The Customer may not:
- 6.7.1 Use the Vehicle for any illegal purposes (including exceeding speed limits and other breaches of the Highway Code);
 - 6.7.2 Use the Vehicle whilst under the influence of alcohol or drugs;
 - 6.7.3 Use the Vehicle for the purposes of instructing learner drivers;
 - 6.7.4 Allow any driver that is not a party to the Rental Agreement to drive the Vehicle;
 - 6.7.5 Use the Vehicle for the carrying of passengers for financial gain; and
 - 6.7.6 Sub-rent the Vehicle.
- 6.8 Unless otherwise agreed at the time of Rental, the Customer may only drive the Vehicle within the United Kingdom.
- 6.9 The Vehicle will be supplied to the Customer with a full tank of petrol. During the term of the Rental the Customer shall ensure that they use the correct fuel (Regular Unleaded). The Vehicle must be returned to the Company with a full tank of fuel. Failure to do so will result in the Customer being charged for the required amount of fuel and an excess of £10.
- 6.10 In the event that the Customer uses incorrect fuel in the Vehicle they must neither drive it nor attempt to remove the fuel. The Customer must contact the Company and the Company shall dispatch its Recovery Service to take the necessary action. The Customer will be charged at the full rate for any expenses incurred by the Company in this regard.
- 6.11 The Customer must always lock the Vehicle and activate any installed security systems when leaving it

unattended, irrespective of the length of time for which it will be so left.

7. Vehicle Care and Maintenance

7.1 The Vehicle will be supplied in a clean and road-worthy condition having been fully valeted and subjected to a full mechanical inspection which includes topping up all necessary fluids and oil and checks on all tyres.

The Customer shall ensure that the Vehicle is returned to the Company in a similarly road-worthy condition. Whilst the Customer is not required to clean the Vehicle under normal circumstances, any spillages or stains inside the Vehicle which occur during the term of the Rental must be cleaned by the Customer OR will incur an additional charge. The Vehicle must never be taken through a car wash, or washed using a pressure washer on the paint work. Should this be ignored, damage to paint work and the resulting costs incurred by a specialist body shop shall be passed on in full to the Customer.

7.2 No replacement of fluids by the Customer is required however the Customer may (but not must), if necessary, refill the screen wash reservoir with suitable pre-mixed or diluted screen wash.

7.3 If the tyres on the Vehicle become damaged during the term of the Rental for any reason other than normal wear and tear the Customer must replace, at their own expense, that / those tyre(s) with tyres of the same type and dimensions. The Customer must inform the Company of any such replacements.

7.4 The Rental is inclusive of breakdown cover which shall be provided by the Company's Recovery Service. The Customer will be provided with contact details for the Recovery Service at the time of collection. Under no circumstances should the Customer use any other recovery service.

7.5 If any mechanical failure occurs during the term of the Rental the Customer must immediately cease driving the Vehicle and contact the Company whereupon the Company shall dispatch its Recovery Service to take the necessary action. The Company will bear the expense of any remedial work required provided the damage or failure is not found to be the fault of the Customer and provided such remedial work is carried out by an authorised repairer.

7.6 The Customer should not attempt to make any repairs to the Vehicle. This includes, but is not limited to, mechanical repairs and bodywork repairs.

7.7 In the event of failure under sub-Clause 7.5 the Company shall have the option of repairing the Vehicle or making a replacement Vehicle available to the Customer if available.

7.8 The Company shall ensure that the Vehicle is fully insured pursuant to Clause 8. If any damage occurs to the Vehicle for which an insurance claim cannot be made such as that caused by other unidentified persons or vehicles or by hitting low-level objects such as bridges or low-hanging trees, the Customer shall be deemed fully responsible.

8. Insurance

8.1 Inclusions: Standard insurance cover is provided as part of the Rental. This cover includes the following provisions:

8.1.1 Death or personal injury of or to a third party;

8.1.2 Damage to the property of a third; and

8.1.3 Theft of the Vehicle and damage inflicted upon the Vehicle during an attempted theft.

8.2 Exclusions: The standard insurance cover provided as part of the Rental excludes the follows:

8.2.1 Windscreen & tyre damage.

8.2.2 Loss/damage/theft to the radio, stereo equipment, and aerials.

8.2.3 Personal effects within or from the vehicle.

8.2.4 Interior damage, including burns, to seats, flooring and living or cooking equipment, curtains, elevation roof and any equipment on hire.

- 8.2.5 Any consequential expenses or additional costs incurred in hiring alternative vehicles, late arrivals, missed ferries, accommodation, travel expenses or any third party claims in connection with a breakdown or accident while on hire.
- 8.2.6 The Hirer shall be liable to pay the full cost of repair of any damage which the camper van may suffer as the result of the wilful or negligent action of the Hirer.

9. Accidents and Theft

- 9.1 In the event of an accident the Customer must not admit any fault or responsibility. The Customer should take the following steps:
 - 9.1.1 Make a detailed note of the names, addresses, telephone numbers and car registration numbers of any other parties involved in the accident – indicating also whether those parties are the owners of their respective vehicles;
 - 9.1.2 Make a detailed note of the names, addresses and telephone numbers of any witnesses;
 - 9.1.3 Contact the police in the event of any suspected injuries or any disputes over responsibility;
 - 9.1.4 Contact the rental office of the Company from which the Vehicle was collected and inform them of the accident, following any further instructions the Company may issue;
 - 9.1.5 Secure the Vehicle in a safe location, with police assistance if necessary.
- 9.2 If the Vehicle is stolen the Customer must firstly inform the police of the incident, providing all details requested. The customer must then inform the Company by contacting the rental office from which the Vehicle was collected, providing all details of the incident including information provided by the police including, where relevant, the crime reference number.
- 9.3 The Company will not provide insurance cover for anything inside or attached to the Vehicle that is not the property of the Company.

10. Fines, Penalties, Tolls and other Charges

- 10.1 In the event that a penalty charge notice, fine or similar penalty is issued which concerns the Vehicle during the Rental Period the Company will immediately inform the Customer and shall require them to pay the fine either to the Company or to the issuing authority as the case may be.
- 10.2 If the Customer receives any parking fines while the Vehicle is in their possession full payment of such fines must be made by the Customer directly to the relevant authority.
- 10.3 If the Customer takes the Vehicle into the London Congestion Charging Zone the Customer shall be required to pay the Congestion Charge directly by contacting Transport for London on 0845 900 1234.
- 10.4 If the Customer takes the Vehicle on any toll road or other chargeable route the Customer shall be solely responsible for paying the requisite charges.

11. Data Protection

- 11.1 Subject to the exceptions in sub-Clause 10.2 the Company will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Company's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.
- 11.2 The Company has the right to pass on any personal information provided by the Customer to relevant authorities including, but not limited to, the DVLA and the police. In the event that the Customer is in breach of these Terms and Conditions the Company may also pass on any such information to credit reference agencies and debt recovery agencies.

12. Termination

- 12.1 Where the Customer is an individual, the Company shall be entitled to terminate the Rental Agreement in the event that:
 - 12.1.1 the Customer is in breach of these Terms and Conditions;

12.1.2 the Customer has had their personal belongings confiscated in order to satisfy debts; or

12.1.3 the Customer has a receiving order made against them.

12.2 Where the Customer is a company, the Company shall be entitled to terminate the Rental Agreement in the event that:

12.2.1 the Customer is in breach of these Terms and Conditions;

12.2.2 the Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

12.3 In the event of termination for any of the above reasons:

12.3.1 all payments required under the Rental Agreement shall become due and immediately payable; and

12.3.2 the Company shall have the immediate right to request the immediate return of the Vehicle or repossess the Vehicle and may charge the Customer for any reasonable costs involved in such repossession

13. **No Waiver**

No failure by either the Company or the Customer to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

14. **Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

15. **Miscellaneous**

15.1 The campervan and its equipment remains the property of Vdub Camper Hire at all times.

15.2 The Customer will not smoke or allow anyone else to smoke in the Vehicle at any time.

15.3 The Company may make an additional charge (taken from the security deposit) for the following reasons and at the following rates:

15.3.1 £50 for the cleaning of stained upholstery.

15.3.2 £50 for a very dirty interior or exterior.

15.3.3 £100 if the no smoking clause has been ignored.

16. **Law and Jurisdiction**

16.1 These Terms and Conditions shall be governed by the laws of England and Wales.

16.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.