

DATE: \_\_\_\_\_ 20 \_\_\_\_\_

**PARTIES:**

- (1) CAMPER SMILES LIMITED (Company Registration No. 09505015) whose registered address is Buckingham House Myrtle Lane Billingshurst RH14 9SG (“Owner”); and
- (2) \_\_\_\_\_ (“Hirer”).

**INTRODUCTION**

The Owner is the owner of the Vehicle described in the Schedule and the Hirer wishes to hire the Vehicle from the Owner on the terms set out below.

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS**

1.1 In this Agreement:

- “Vehicle” means the vehicle described in Part A of the Schedule and includes any replacement vehicle supplied by the Owner to the Hirer;
- “Hire Charges” means the charges payable by the Hirer to the Owner as listed in Part B of the Schedule; and
- “Hire Period” means the period of the hire of the Vehicle as listed in Part C of the Schedule; and
- “Security Deposit” means the sum payable by the Hirer on collection of the Vehicle as listed in Part B of the Schedule

1.2 The attached Schedule forms part of this Agreement.

**2. HIRE AGREEMENT**

- 2.1 The Owner agrees to hire the Vehicle to the Hirer for the duration of the Hire Period (unless this Agreement is terminated early in accordance with its terms).
- 2.2 This Agreement will only be extended if, before the end of the Hire Period, the Owner and the Hirer agree in writing the terms on which the hire of the Vehicle is to be extended.

### **3. GENERAL**

- 3.1 The Rights and obligations contained in this agreement govern your use of our Vehicle and are not transferable by you. You acknowledge that the Vehicle is owned by the Owner and that any attempted transfer or sub rental of the Vehicle by anyone other than the Owner is prohibited and a criminal offence. The Owner permits the Hirer to use the Vehicle on the terms and conditions of this rental agreement only.

### **4. CHOICE OF VEHICLE**

- 4.1 Although we want you to have the van of your choice, the Owner must allow for unforeseen circumstances. The Owner reserves the right to provide the Hirer with a suitable alternative, without notice, upon collection. Should a substitute not be available upon collection, the Owner's liability is limited to a full refund of monies received by the Owner from the Hirer. The Owner will not have any other liability to the Hirer. All rights are reserved to refuse any hire under any circumstance. No refunds are payable on accommodation, or vans not being available where the Hirer changes, cancels or seeks to vary the agreement after departure. The Owner takes no responsibility for any detention, delay, loss or injury that the Hirer might experience no matter how it is caused or by whom.

### **5. CANCELLATION**

- 5.1 In the event of a cancellation between the confirmed reservation and 30 days of the Hire Period, the Booking Deposit is forfeited. If a reservation is cancelled within 30 days of the start of the Hire Period, a cancellation fee of 50% of the total Hire Charge will be payable (in addition to the Booking Deposit) If the booking is cancelled after the Hire Period is due to commence then 100% of the total Hire Charges are forfeited. However, if the Owner does manage to get another booking for the same Hire Period at the same Hire Cost then the cancellation fee will be waived, but not the Booking Deposit.

### **6. COLLECTION, RETURN and PAYMENT FOR VEHICLE**

- 6.1 The Vehicle will be available for collection from the Owner at: 28 Doric Avenue, Southborough, Tunbridge Wells, Kent TN4 0QU and must be returned to the same address at the end of the Hire Period.
- 6.2 A valid photo driving licence with supporting paper licence document or a valid passport or a valid paper driving licence plus a recent utility bill (less than 3 months old) showing the Hirer's current address and must also be produced for each driver on collection of the Vehicle.
- 6.3 The full hire balance must be paid at least 30 days prior to the date of the commencement of the Hire Period.

- 6.4 The Owner and the Hirer will check the condition of the Vehicle at the start of the rental and on return of the Vehicle. A representative from Camper Smiles Ltd will provide the Hirer with a record showing agreed defects. The Hirer acknowledges receipt of the Vehicle in good, clean condition and sound working order once the Hirer departs in the Vehicle. The Hirer acknowledges that he will be responsible for any loss or damage to the Vehicle, its documents, parts or accessories arising during the rental.
- 6.5 If the Vehicle is returned outside of the agreed hours of the Hire Period the Hirer will remain fully responsible for the Vehicle until it is returned to the Owner or until the Owner is able to access it. If at any time the Owner has agreed that the Hirer may return the Vehicle to a place other than previously agreed, or if the Owner has agreed to collect it, the Hirer will remain fully responsible for the Vehicle until it is collected by the Owner. The Hirer will be responsible for any costs incurred in returning the Vehicle to the Owner's premises should the Hirer abandon the Vehicle. The Owner will not refund the Hire Charge if the Vehicle is returned prior to the return date due to weather or personal circumstances or any negligence on the part of the Hirer.
- 6.6 If the Vehicle is returned to the Owner's premises/agreed drop-off point later than the agreed time, without the Owner's prior agreement, an additional charge of £50 per hour or part hour, will be payable by the Hirer to the Owner until the Vehicle is handed over to the Owner. A late return of the Vehicle will also be affecting the holiday of the next person to hire the Vehicle. Should the late return of the Vehicle make the Owner liable for extra costs, the Owner reserves the right to pass on these costs to the Hirer. Charges and costs for late return will be deducted from the Hirer's Security Deposit or card. By signing this agreement the Hirer agrees to the Owner making such deductions from the Security Deposit. Should the late return be due to an accident the Hirer will be liable for any revenue lost due to the Vehicle being unavailable for hire.

## **7. HIRER'S GENERAL OBLIGATIONS**

- 7.1 The Hirer is responsible for ensuring that the Vehicle is driven only by individuals qualified to drive it who hold the necessary current full driving licence and any other relevant permits and that it is only driven by drivers authorised by the Owner.
- 7.2 The Hirer will keep the Vehicle in good repair and condition (reasonable wear and tear excepted) throughout the Hire Period and will not modify or alter the Vehicle or any of its parts or accessories without the Owner's prior written consent.
- 7.3 The Hirer will return the Vehicle to the Owner in the same condition as the Hirer 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.
- 7.4 The Hirer will ensure that the Vehicle is not overloaded at any time.

- 7.5 The Hirer will ensure the Vehicle is kept locked when not in use and adequately safeguarded against risk of loss or theft.
- 7.6 The Hirer will upon request give the Owner access to inspect the Vehicle during normal business hours.
- 7.7 The Hirer will immediately notify the Owner of any loss or damage occurring to the Vehicle during the Hire Period.
- 7.8 The Hirer agrees that the Owner is entitled to charge the Hirer an additional cost, if the Vehicle requires more than the Owner's standard cleaning on its return, to restore it to its pre-rental condition, allowing for fair wear and tear.
- 7.9 If there is damage or breakdown caused by your own actions, the Hirer will be liable for the cost of repair/replacement of the Vehicle. This could include putting diesel in a petrol engine or putting petrol in a diesel engine, or burning out the clutch. This list is not exhaustive. The Hirer must check the oil, water and other gauges beyond 500km, refilling as necessary.
- 7.10 The Hirer will report any difficulties that arise with the Vehicle immediately to the Owner. In the event of breakdown, recover or repair services will be provide. All the Owner's vans have breakdown cover if the Hirer incurs any minor repair bills the Owner will give the Hirer a refund of up to £50 upon production by the Hirer of a valid VAT receipt on completion of the Hire Period. Repairs costing in excess of £50 must first be authorised by the Owner PRIOR to the work being undertaken. A replacement van may be offered but this will be subject to availability. The Owner cannot accept liability for any costs arising from accident, breakdown or any other cause, e.g. replacement vehicle costs, travel, accommodation. The Owner's liability extends to either replacing the Hirer's Vehicle with a replacement vehicle or refunding the Hire Charge for any days that the Hirer loses the total use of the Vehicle. The Hirer will need to return to the Owner's premises, at the Hirer's own cost, but preferably with the breakdown service returning your original Vehicle, to collect a replacement vehicle, if one is available.
- 7.11 If damage is caused to the engine through driving too fast, over too long a period of time, and ignoring any warning lights, the Hirer will be liable for any repairs required or even the cost of a replacement engine. The Hirer agrees to allow plenty of time to return to the Vehicle to the Owner's premises on the last morning of the Hire Period, to avoid overheating the engine.
- 7.12 The Hirer agrees to only carry as many passengers as there are seat belts in the van. If you are hiring Casper please note that it has 2 x lap belts in the rear. The Hirer is legally responsible for obtaining and using a child or baby seat. For each child under 135cms (4'5" approx.) or under 12 years of age you must use a booster seat. For further information, visit: <http://think.direct.gov.uk/campaigns/childcarseats>
- 7.13 The Hirer will not use the Vehicle except for the purposes for which it is supplied by the Owner, and the Hirer agrees not to:

- i) Allow the vehicle to be overloaded
- ii) Use the vehicle to carry passengers or goods for hire or reward
- iii) Tow or push any vehicle trailer or other object
- iv) Drive off road, on unsurfaced roads or on roads unsuitable for the vehicle
- v) Drive when it is overloaded or when loads are not properly secured
- vi) Carry any object or any substance which, because of its condition or smell may harm the vehicle and/or delay the Owner's ability to rent the Vehicle again
- vii) Take part in any race, rally, test or other contest
- viii) Drive or park in contravention of any traffic or other regulations
- ix) Use the vehicle for any illegal purpose
- x) Use the vehicle for sub renting
- xi) Drive the Vehicle or allow it to be driven in restricted areas including, but not limited to, airport runways, airport service roads, and associated areas
- xii) Undertake driving training activity
- xiii) Take the Vehicle outside of Great Britain without prior consent

7.14 Keys In the event that keys are lost or damaged, the Hirer will be liable for the reasonable costs of obtaining a replacement set and further costs if directly related to the theft of the Vehicle.

7.15 The Hirer must where possible, report any traffic accident involving the Vehicle to the police (and the Owner) within 48 hours of the incident or discovery of the incident. If the Vehicle is disabled through accident or damage, the Hirer will return to the Owner's premises, at the Hirer's own cost, but preferably with the RAC relay service returning the original Vehicle, to collect a replacement vehicle, if one is available.

7.16 The Hirer must not admit to any liability, release any party from liability, settle any claim or accept any disclaimer in the event of an accident, 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 the Owner on the return of the Vehicle. In the event of theft, the Hirer must return the keys to the Owner. The Owner will not refund the Hire Charge for any days you lose use of the Vehicle due to an accident, theft or vandalism. The Owner cannot accept liability for any costs arising from accident, theft or vandalism e.g. replacement vehicle costs, travel, accommodation, phone calls.

7.18 The Hirer is personally liable for all road tolls, fines and legal penalties (e.g. parking tickets, speeding etc.) which are incurred during the Hire Period. Unfortunately the vehicle is not compliant with the Low Emission Zones, and The Hirer is liable for any fines incurred for entering these areas. Any charges subsequently notified to the Owner will be immediately invoiced to the Hirer and the Owner will require payment within 14 days. If the Owner is still holding a Security Deposit at this time, the Owner will deduct this sum from the Security Deposit. Alternatively the sum will be charged to the Hirer's card. By signing this agreement, the Hirer agrees to accept this.

7.19 In the event of a breach of these conditions, the Hirer will be liable to the Owner for

any liability or loss incurred by the Owner or any damages or reasonable expenses the Owner may suffer or incur as a result of the breach. The Owner reserves the right to take back the Vehicle at any time and at the Hirer's expense, if the Hirer is in breach of this agreement. The Hirer must look after the Vehicle and make sure it is locked, secure and parked in a safe place when not in use. The Hirer must remove and keep in a safe place any removable radio and/or radio/cd face plate/iPod dock station when the Vehicle is unoccupied. The Hirer must use seat belts, child seats and other child restraints as appropriate.

## **8. OWNER'S GENERAL OBLIGATIONS**

- 8.1 If the Vehicle is damaged or breaks down during the Hire Period through no fault of the Hirer, the Owner may, but is not obliged to, replace the Vehicle with a suitable alternative Vehicle. However, the Owner will only replace the Vehicle if it has an alternative Vehicle available.
- 8.2 Vehicle Excise Duty (car tax) will be borne by the Owner. Other costs will be the responsibility of the Hirer.
- 8.3 The Owner will supply the Vehicle to the Hirer in good overall and operating condition, complete with all necessary documents, parts and accessories.
- 8.4 The Owner will not be liable for any loss or damage suffered by the Hirer or any member of the Hirer's party or to the Hirer or their property, except where such loss or damage is due to the Owner's negligence. If the Owner is negligent the Owner's liability to the Hirer will be limited to the loss or damage which was a foreseeable result of such negligence. The Owner's total liability to the Hirer in respect of any breach of this agreement or tort or other act or omission by the Owner in connection with this agreement shall be limited in aggregate to the price agreed to be paid by the Hirer for the right to use the Vehicle for the Hire Period.
- 8.5 Where the Hirer is a customer acting in the course of a business, this paragraph condition shall apply instead of clause 8.4 above. The Owner does not accept liability to the Hirer acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, consequential losses or other similar losses, for any reason whatsoever. To the extent permitted by law and except in the case of personal injury or death resulting from the Owner's negligence, the maximum limit of our liability to business customers, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be the price agreed to be paid by the Hirer for the right to use the Vehicle for the Hire Period.

## **9. HIRE CHARGES AND PAYMENT**

- 9.1 Hire Charges (including any deposit payable by the Hirer) are set out in Part B of the Schedule.

- 9.2 The Hirer will pay Hire Charges in advance. The payment will be due 30 days before the Hire Period starts.
- 9.3 Hire Charges are quoted net of VAT, which will be added to all payments, as appropriate.
- 9.4 Any additional charges The Hirer incurs must be settled within 7 days of issue, failing which the Owner will have the right to deduct from the Security Deposit or charge to card.
- 9.5 If the Owner terminates this Agreement before expiry of the Hire Period on account of the Hirer's default or breach of the terms of this agreement, the Hirer will remain liable to the Owner for all Hire Charges which are unpaid and all Hire Charges which would have become due if the Hire Period had continued for its full duration.

## **10. INSURANCE & INDEMNITY**

- 10.1 The Owner will take out and maintain at his expense throughout the Hire Period a fully comprehensive insurance policy against loss or damage of the Vehicle to its full replacement value. Any insurance costs for which the Hirer is responsible in addition to the Hire Charges are set out in Part D of the Schedule. Any excess shall be the responsibility of the Hirer unless otherwise stated in the Schedule. In the event of any loss or damage or other insured event, the Hirer must immediately notify the Owner and co-operate fully with the Owner and the insurers.
- 10.2
- 10.3 The Hire Charges cover one driver. Each additional driver will incur an additional administration charge of £25. A maximum of 3 drivers are permitted. Insurance is only for the Vehicle and equipment that belongs to the Vehicle. You are advised to take out your own personal effects and travel insurance. The Owner is not responsible for any damage in connection with any accident or breakdown, nor is the Owner responsible for any loss from the Vehicle.
- 10.4 In some cases the Owner will incur additional charges if the drivers to be insured have traffic convictions or are using a foreign driving licence or works in what our insurers consider to be a high risk occupation or falls outside of the normal hire policy (age related). In all cases these additional charges will be passed on to the Hirer. This could also include an increase in the insurance excess and therefore an increase in the Security Deposit. Failing to provide this information before this agreement is entered into may invalidate your insurance and render you liable for all losses howsoever sustained, including claims by third parties.
- 10.5 The Hirer must inform the Owner of any accident or incident or conviction that will affect the insurance during the Hire Period or on the return of the Vehicle. Failure to do this may affect any claim.
- 10.6 The Hirer will promptly pay any speeding fines, parking charges or other penalties arising during the period of this Agreement and indemnify the Owner against all claims, costs and proceedings arising as a result of the same.

- 10.7 The Hirer will indemnify the Owner against any uninsured losses relating to the Vehicle, its parts or accessories, while it is under the control of the Hirer and against all losses, claims, damages, and expenses arising out the use of the Vehicle during this agreement. The Hirer will also indemnify the Owner against any claims or proceedings arising in respect of personal injury or death of any person or damage to any property, which arises out of the use of the Vehicle during the Hire Period.
- 10.8 The Hirer is liable for any losses or damage caused by the Hirer and his/her group and the Owner 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 above cab height. The Hirer is 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 the Owner from any liability, caused by damage to overhead or overhanging objects and subsequent damage to third parties and their property. The Hirer is also responsible for any damage to third parties and their property through their negligence, for example, and without limitation, luggage and cycles.
- 10.9 If an insurance claim is made, the Hirer is responsible for a £500 excess which is due in each and every incident and includes loss or damage to equipment, fixtures and fittings or to third party property. The excess applies in respect of each claim, not rental. In respect of windscreen damage a policy excess charge of £500 will be levied.
- 10.10 The Hirer must inform the Owner on the booking form or subsequently in writing of the names and ages of all the people who will occupy the campervan during the Hire Period. Failure to do so will be a breach of this agreement and may invalidate the insurance cover.
- 10.11 The Hirer agrees 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.

## **11. HIRER DRIVE ENDORSEMENT**

- 11.1 The insurance of the Vehicle covers the drivers insured under the Owners insurance policy during the Hire Period, subject to each driver not falling within any one or more of the following categories:-
- a) Persons under 25 or over 75 years of age unless otherwise agreed by the Owner.
  - b) Persons aged 25 or over unless a full valid UK/EU driving licence has been held for at least 24 months prior to the date of this agreement.
  - c) Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving licence endorsed or suspended or penalty points imposed. Parking and not more than two speeding offences in the past 3 years may be ignored. "Spent" convictions, covered by the Rehabilitation of Offenders Act. 1974 may be disregarded.

- d) Persons who have had their licence revoked by DVLA due to medical grounds or convictions.
- e) Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any motor insurer.
- f) Persons engaged wholly or partly in professional entertainment or professional sports persons.
- g) Jockeys and persons connected with racing of any sort.
- h) Undergraduates and/or students under 25 years of age.
- i) Persons, who whilst driving, have been involved in more than one accident during the past 3 years.
- j) Foreign Service Personnel other than persons born in the United Kingdom.

11.2 In signing this agreement, the Hirer confirms that none of the categories mentioned in clause 11.1 a) to j) apply to any of the drivers of the Vehicle and that all drivers are in good health and hold a full valid driving licence. Exceptions can sometimes be made with prior approval from the Owner's insurers. In such cases the Owner will inform you before the Hire Period commences of any increase in the excess the insurance company intends to make and if this will affect the Security Deposit amount.

11.3 It is agreed that the term "good health" means that the drivers of the Vehicle have no mental or physical disabilities which would interfere with their ability to drive, for example stroke/ deafness/ heart condition/ diabetes/ loss of limb/ loss of sight in an eye/ epilepsy. In addition the drivers are taking no drugs likely to affect their driving. Each driver will need to have held a UK driving licence for at least one year or a European Union Licence for at least 2 years. The Owner will require the driving licence numbers and other identification information for all those who intend to drive, when making a booking.

11.3 The Hirer will present to the Owner prior to the commencement of the Hire Period the driving licences for all named drivers, plus another form of identification such as a passport or a recent utility bill (for each driver) on collection of the Vehicle. The Vehicle cannot be driven away without the Owner having sight of the driving licence of each driver and their ID documents. No exceptions can be made to this. The Vehicle must only be driven by the Hirer or any other person who has first been authorised by the Owner, for whom you have provided the driving licence and ID documents. The Hirer agrees that the Hirer will not allow anyone to drive the Vehicle, including the Hirer who does not fulfil the Owner's minimum requirements regarding age, health and possession of a valid driving licence 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.

## **12. IT IS AGREED THAT:**

- 12.1 Any damage to the interior of the Vehicle living or cooking equipment will be charged to the Hirer in all cases.
- 12.2 The Owner is not liable to the Hirer or any authorised driver or passenger for loss of or damage to property left in the Vehicle either during or after the Hire Period unless such loss or damage results from the Owner's negligence or breach of this agreement.
- 12.3 The fuel tank will be full on collection and the Vehicle must be returned to the Owner with a full tank of fuel. An administration charge of £25, plus the cost of the missing fuel will be deducted from the Hirer's Security Deposit or card if the Vehicle is returned with missing fuel.
- 12.4 Camping Gaz/batteries Gas is provided for the cooker and fridge. The lights are powered by the leisure battery/electric hook up. As the Owner cannot know how much gas is in the gas bottle, the Owner will meet the cost of one additional cylinder of gas of similar size to that supplied with the Vehicle on production of a valid receipt by the Hirer.
- 12.5 It is illegal to smoke inside the Vehicle. The Hirer will be liable for any damage caused to the Vehicle through smoking and for any additional cleaning required.
- 12.6 A maximum of 2 dogs are permitted to ride in the Vehicle. We charge £40 per pet, per Hire Period for additional cleaning. Pets must be disclosed on the Booking Form and only pets that the Owner confirms are acceptable may be brought into the Vehicle. All damage, however caused by your animals, will be charged to the Hirer.

## **13. TERMINATION**

- 13.1 The Owner may terminate this Agreement if:
  - 13.1.1 the Hirer becomes insolvent or has a receiver or liquidator or administrator appointed over its affairs; or
  - 13.1.2 the Hirer commits a breach of this agreement.

If the Hirer is already in the Vehicle at the time of termination of this agreement, the Owner may require the Hirer to vacate it immediately. A breach of this agreement includes, without limitation, failure to comply with our instructions or health and safety advice, obtaining the Vehicle through fraud or misrepresentation, apparently abandoning the Vehicle, the Vehicle is not returned at the agreed return time and date, or circumstances where the Hirer's behaviour, or that of the Hirer's guests or pets is likely to have a significant adverse effect upon the Vehicle or people or property within the vicinity of the Vehicle. In the event of the Hirer breaching the terms of this agreement no refund of the Hire Charge and Security Deposit you have paid will be returnable to the Hirer. The Hirer will also be liable for any costs incurred in returning the Vehicle to the Owner's premises.

13.2 Upon termination, the Hirer will deliver the Vehicle to the Owner at the location where it was delivered by the Owner to the Hirer and in the same condition (fair wear and tear excepted).

#### **14. ASSIGNMENT**

The Hirer will not assign, sublet or part with possession of the Vehicle during the Hire Period.

#### **15. GOVERNING LAW AND DISPUTES**

15.1 This agreement is governed by English law and any dispute will be resolved by the English courts.

15.2 This agreement overrides and supersedes all previous versions and any previous course of dealing between the parties and incorporates the whole agreement together with the booking form and any insurance conditions notified to you at the time of hire or collection.

15.3 In the event of any inconsistency between this agreement and any other of the Owner's literature, whether found in the Owner's brochure or on the Owner's website or otherwise, the provisions of this agreement will prevail. If any provision of this agreement is prohibited by law or 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 this agreement.

**SIGNED** by:

For & on behalf of The Owner

For & on behalf of The Hirer

## **THE SCHEDULE**

### **Part A Description of Vehicle**

**Make Model Engine cc Body type**

**Registration No.**

**Chassis No.**

**Engine No.**

**Accessories [tent/ipod docking station etc]**

### **Part B Hire Charges and Security Deposit**

1. A booking deposit of £150 must be paid to secure a booking of a hire period. If the hire period is more than 2 weeks a higher booking deposit may be required.
2. A Security Deposit of £500.00 will be paid by the Hirer to the Owner on collection of the Vehicle and this will be refunded to the Hirer (without interest) within 7 working days after the safe return of the Vehicle. This is subject to the Vehicle being returned to the Owner in the same condition in which it left the Owner's premises and subject to a satisfactory inspection by the Owner. The Security Deposit must be paid to the Owner to cover the cover the possibility of negligent damage to the Vehicle or the fixtures and fittings therein or equipment included in this rental agreement. The Vehicle and equipment must be returned in good condition with no damage to it, its contents or any third party property. The Vehicle must be returned with a full tank of petrol or diesel (whichever is relevant to the van).
3. The Security Deposit will not be refunded earlier than 7 working days after the end of the Hire Period. Should there be any damage, costs for any repair, replacement or special cleaning, the costs will be deducted from the Security Deposit before the balance is returned to the Hirer. In the event that there is a claim, we reserve the right to retain the Security Deposit for a longer period as is necessary to quantify the charges incurred which are to be deducted from the Security Deposit.
4. The £500 security deposit will be used towards funding any loss or damage whatsoever to equipment, fixtures and fittings or damage to the Vehicle. Where charges are incurred which result in your Security Deposit being debited we will provide you with an itemised invoice detailing the charges to be paid by you.
5. The Hirer will pay £[                      ] for the period of hire of the Vehicle.



## **Part D Insurance**

Name and address of Insurers: Liverpool Victoria

Policy Number: FLT/ 100131/ FCV/ 1000705193/ 07APR16/ 3203

Brief details of policy terms Excess for which Hirer is responsible:

Excess of £500 in the event of each claim. (£750 if driver does not meet the below criteria but is accepted by the insurer by separate negotiation).

### ***Hirer Drive Endorsement***

*Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this insurance covers the insured vehicle whilst let out on hire, subject to the following conditions:-*

*The Insured shall verify the identity and permanent address of the Hirer and any other permitted driver by means other than relying solely on the information contained in the Hirer's or driver's driving licence and that such person is not amongst the excluded persons enumerated below.*

- a) Hirers under 25 or over 75 years of age unless otherwise agreed by the Insurer.*
- b) Hirers aged 25 or over unless a full valid UK/EU driving licence has been held for 24 months.*
- c) Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving licence endorsed or suspended or penalty points imposed. Parking and not more than two speeding offences in the past 3 years may be ignored. "Spent" convictions, covered by the Rehabilitation of Offenders Act. 1974 may be disregarded.*
- d) Persons who have had their licence revoked by DVLA due to medical grounds or convictions.*
- e) Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any Motor Insurer.*
- f) Persons engaged wholly or partly in professional entertainment or professional sports persons.*
- g) Jockeys and persons connected with racing of any sort.*
- h) Undergraduates and/or students under 25 years of age.*
- i) Persons, who whilst driving, have been involved in more than one accident during the past 3 years.*
- j) Foreign Service Personnel other than persons born in the United Kingdom.*

### **Dos and Don'ts**

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 cooker, sink, fridge, roof, camping gaz, (grill and heater where available), water storage, etc. We will also need to complete the paperwork in that time. You will also need to load your luggage into the Vehicle.

Please return the Vehicle by the agreed time. Please allow sufficient time to get back to our premises/agreed drop off point so that you do not push the Vehicle too hard trying to get back in a hurry.

Suggestions for an enjoyable trip involve keeping the speed down - the Vehicle's top speed is 60 - 70 mph - the vans are old classics and you will find the gears and brakes very different to modern cars and it is advisable to leave ample space and allow plenty of time for braking and gear changing. Please do not let your van straggle up hills - it is better to change down gear and keep the revs up.