

Boutique Campervan Ltd

Terms and Conditions of Hire

The following are the Terms and Conditions of Hire between the Hirer and Boutique Campervan Ltd ("the Company"). The Terms and Conditions of Hire, the Booking Form and the Vehicle Acceptance Agreement combines to form the Hire Agreement.

The hirer agrees to be bound by the terms and conditions and upon payment of the deposit and signature of the booking form the hirer agrees to the following;

The campervan and its equipment remains the property of The Company at all times.

1) The Hirer;

- a. Shall not lend or hire the campervan to a third party
- b. Shall not tow any trailer or vehicle with the campervan
- c. Shall not carry more passengers than the permitted capacity of the campervan
- d. Shall not use the campervan for carriage of passengers or goods for hire or reward
- e. Shall not move the campervan without the written consent of The Company out of the UK mainland
- f. Shall not use the campervan for or in conjunction with any race, competition, trial or for hire or reward, or on non-metalled or sealed roads, or park or drive on any beach
- g. Shall restrict campervan movements in certain areas due to adverse road or weather conditions, or any other reasonable cause
- h. Shall be responsible for the costs of recovery for a campervan that has become bogged
- i. Shall not carry volatile liquids or gases (other than the LPG canisters provided with the campervan), explosives or other corrosive or flammable materials
- j. Undertakes to keep the campervan securely locked at all times, using the security devices provided, when unattended and, to refrain from any action or omission which may prejudice The Company's rights to the campervan
- k. Shall not allow the campervan to be driven by anyone other than those named in the Booking Form and authorised by The Company
- l. Shall ensure that the driver and all passengers required by law to do so shall, when the campervan is being driven, wear the seat belts provided
- m. Shall ensure that the Driver is fit and capable at all times
- n. Shall ensure that the Driver does not drive the vehicle when unfit through drink or drugs
- o. Shall ensure that any change of circumstances of the Hirer and/or named driver (s) (e.g. address, driving convictions) are notified to The Company at least 48 hours prior to the start of the hire period
- p. Shall be personally liable for all Legal Penalties (e.g. speeding fines, parking tickets, tolls, London congestion charges and clamping) which are incurred during the period of hire
- q. Shall not permit smoking in the campervan or awning
- r. Shall not permit any pets or animals in the campervan or awning
- s. Shall not attach any roof racks or bike racks to the campervan

The Hirer warrants and undertakes that he shall throughout the period of hire together with any person(s) he allows to use the vehicle take due and proper care of the vehicle and keep it in a first class condition. The Company reserves the right to recover any and/all damages and indemnity costs from the Hirer, to include damages associated with consequential and economic loss as a result of the Hirer or his/her guests failing to keep the vehicle in first class condition and being negligent in their use of the vehicle whether deliberate, reckless, negligent or otherwise.

2) Insurance

The campervan may only be driven by the Hirer and/or agreed named additional Drivers who have completed the Booking Form and been accepted by The Company and their Insurance Company.

The cost of Hire includes insurance cover for the stipulated Hire period for the Hirer and/or agreed additional Drivers aged over 25 and under 70 who have held a Full UK/EU licence for over 2 years.

The campervan cannot be let out on hire to or be driven by: -

- a. Hirers under 25 or over 70 years of age unless otherwise agreed by the Insurer.
- b. Hirers aged 25 or over unless a full driving licence valid in the United Kingdom 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 any mental or physical defect or infirmity or suffers from fits, diabetes or any heart complaint.
- 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.

Exceptions will be considered subject to driver details but must be cleared in advance and may be subject to an additional insurance surcharge and/or an increased deposit.

An additional charge may be levied for:

- driver's age
- history of endorsements within the last five years
- history of accidents
- physical/mental defects
- refused motor insurance record
- motor convictions
- International driving licence
- European Hire, off UK mainland

The Company will advise on any additional costs on receipt of the completed Booking Form, these will be payable in advance with the final balance.

2.1) Inclusion of Insurance Cover

The Hirer is provided with Fully Comprehensive insurance for the duration of the Hire period only.

Hirers should note that they are not covered by insurance should the campervan not be returned to The Company at the stipulated date and time.

The Hirer is insured for damage to the campervan and property of a third party.

In the event of any damage to the vehicle the Hirer will be responsible for the first £500 (vehicle insurance excess).

Repair costs which are less than the Insurance Excess will be invoiced directly to the Hirer. An insurance claim will only be made if the total repair cost exceeds £500.

2.2) Exclusions to Insurance Cover

The following are not covered by The Company's Vehicle Insurance:

- a. Windscreen, glass and tyre damage
- b. Minor damage to exterior vehicle paintwork
- c. Loss/damage/theft to the radio, stereo equipment, and aerials
- d. Personal effects within or from the vehicle

- e. Interior damage, including burns, to seats, flooring and living or cooking equipment
- f. Curtains
- g. Elevating roof
- h. Any equipment on hire
- i. Any consequential expenses or additional costs incurred in hiring alternative vehicles
- j. Late arrival, missed ferries, accommodation, travel expenses or any third party claims, claims for loss of enjoyment or opportunity in connection with a breakdown or accident.

The Hirer shall be liable to pay the full cost of repair of any damage which the campervan may suffer as the result of the wilful or negligent action of the Hirer or the Hirer's guests.

3) Bookings and Payment

Bookings can only be secured when The Company has received a completed Booking Form and a Booking Deposit of £150.

The Booking Deposit is non-refundable and shall be deducted from the hire charge.

Once the booking is secured The Company will send the Hirer confirmation of the booking, receipt of the Booking Deposit and the final balance figure.

The final balance must be paid 6 weeks prior to the start of the Hire, otherwise the booking will no longer be secure and the Booking Deposit will not be refunded.

Late bookings are at the discretion of The Company and if made within 6 weeks of departure, the balance shall be paid in full with the return of the Booking Form.

All payments made to or by The Company shall be made in pounds sterling and are fully inclusive of VAT.

4) Collection and Return

4.1) Times and Dates

Standard collection times are between 2.00pm and 4.00pm at the start of the hire, and standard return times between 9.00am and 11.00am on the day of return.

If the Hirer is unable to collect the campervan within the standard times alternative timings can be made by prior arrangement and agreed with the Company and may carry an additional charge.

If the campervan is collected late or returned late (i.e. outside of the times agreed prior to the hire and specified on the booking form), the Hirer will be charged at the rate of £50 per hour plus VAT or part thereof together with any additional costs incurred by The Company (e.g. compensation to the next Hirer).

No refund is given for late collection or an early return of the campervan for any reason, (e.g. accident, weather, theft), cutting the hire period short.

4.2) Identification Documents

The following must be made available for inspection at the time of the campervan collection

- A valid UK photo card licence and the paper counterpart, and
- Proof of address (less than 2 months old) - either a utility bill or a bank/building society statement

or

- A valid UK paper licence (old style), and
- Proof of identity - a valid Passport, and
- Proof of address (less than 2 months old) - either a utility bill or a bank/building society statement

If these documents are not provided or if the driving licence is not in accordance with the insurance conditions at the commencement of the Hire, The Company will be unable to proceed with the Hire as they are governed by their Insurance Company's requirements. In these circumstances the total hire charge will be forfeited.

4.3) Security Deposit

In addition to your payment for hire, a refundable security deposit of £500 must be paid by credit or

debit card to The Company at the time of Hire.

If the campervan is returned in good condition (subject to inspection) with a clean interior, whole and undamaged, and with a full tank of petrol, the Security Deposit will be returned in full, to the Hirer within 72 hours.

Should the condition of the campervan be otherwise, and then repairs, replacements or cleaning costs and associated costs incurred by Boutique Campervan will be charged against the Security Deposit. In the event that the Security Deposit is insufficient to meet all costs the Hirer must pay all additional costs over and above the amount of the Security Deposit to Boutique Campervan within 10 working days of demand. The Security Deposit will be held by Boutique Campervan until full and final invoices for repairs, replacement or cleaning have been paid, a refund of any surplus will be paid to the Hirer after such time.

The Security Deposit does not cover the Vehicle Insurance Excess. In the event of an accident, the Hirer will be liable for the insurance excess and any damages incurred to items not covered by the Vehicle Insurance.

4.4) Collection Condition and Inspection

The Hirer is advised to check the campervan thoroughly for defects before signing the Vehicle Acceptance Agreement and commencing the Hire.

4.5) Return Condition and Inspection

The Hirer is responsible for returning the campervan with a full tank of fuel and ensuring that the interior is clean.

Upon return, The Company will check the campervan for damage, cleanliness, a full tank of fuel, condition of the tyres, windscreen, bumpers, roof lights, mirrors, doors, internal habitation equipment and awning.

The Company will make the following charges for additional cleaning and fuel refill:

- £50 for the cleaning of stained upholstery
- £50 for a very dirty interior or exterior
- Please note that the campervans have a specialist paint finish. They must never be taken through a car wash, or washed using a pressure wash on the paintwork. Should this be ignored, damage to paintwork and the resulting costs incurred by a specialist body shop shall be passed on in full to the Hirer.
- £200 if the no smoking or no pet clause has been ignored
- £50 for the failure to return the campervan with a full tank of fuel

Please consider that the next customer may be collecting the camper within hours of your return time.

5) Accident, Damage, Theft and Breakdown

5.1) Accident, Damage and Theft

Any accidental damage caused to a campervan once Hirer has taken responsibility of the campervan but still on The Company premises shall be deemed as the Hirer's responsibility.

In the case of theft, accident, loss or damage arising out of the use of the campervan the Hirer must notify The Company in writing within 24 hours of the event:

- obtain the names and addresses of all third parties and witnesses involved
- report the event to the police immediately (and obtain crime number where relevant)
- not admit any liability to third parties or accept any offer of settlement or other offer
- not negotiate nor accept any agreement of salvage of the vehicle
- The Hirer will assist The Company in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence if required.

The Hirer shall immediately send to The Company any Writ of Summons or Summons or other document relating to any claim or proceedings arising out of any accident to The Company.

5.2) Breakdown

In the event of a breakdown or an accident, a breakdown service is at the disposal of the Hirer, details of which will be given out at the start of the Hire period and which are kept in the Hire Vehicle.

The Hirer acknowledges that although The Company has made every effort to ensure that the vehicle is kept regularly serviced and is supplied in full working order, breakdowns can occur from time to time.

The Company is not responsible for any consequential expenses or additional costs incurred in hiring alternative vehicles, late arrival, missed ferries, accommodation, travel expenses or any third party claims in connection with a breakdown or accident.

The Hirer will be charged for anything that is deemed by The Company Ltd to be a driver-induced error (e.g. running out of fuel, wrong type of fuel, locking keys inside the vehicle, losing keys.) In the event of the breakdown service being unable to repair the vehicle, The Company will endeavour to supply a replacement vehicle, subject to availability and location of the Hirer at the time of breakdown.

If no replacement vehicle can be found the Hirer and their travelling companions will be returned to the point of collection of the campervan.

The breakdown or malfunction of equipment after the campervan has left the premises will not be accepted as reason to abort or cancel the Hire Agreement, and any such fault will be rectified as soon as possible.

6) Cancellations

All cancellations must be in writing.

- The £150 deposit paid at the time of booking is not refundable.
- If 2 to 4 weeks notice is given, 50% of the total hire amount will be charge.
- If less than 2 weeks notice is given, the full hire amount will be charge.

It is advisable to take out travel insurance to cover you against any cancellations.

7) Use of Campervan

7.1) Mileage allowance

Unlimited mileage allowance is included into the cost of the hire.

7.2) Fuel, oil, water, tyres and gas

The Company warrants that the campervan is roadworthy, licensed and taxed and that all appropriate checks are carried out by The Company before commencement of the Hire period.

The campervan uses ordinary unleaded petrol. The Hirer will be liable for all damages and cost of repair if the incorrect fuel type is used.

The Hirer is responsible for the regular checking of oil and (if applicable) water levels and the use of the correct type of fluids.

The campervan will be provided with one full or partially-used LPG canister at the time of Hire.

The cost of any refills acquired by the Hirer during the Hire period shall be refunded by The Company provided that a receipt is provided and the same size and make of gas canisters as taken out are returned with the vehicle. These are widely available from most garages, supermarkets and Calor gas outlets throughout the UK.

7.3) Campervan Availability

Every effort is made to ensure that the campervan reserved is available. If due to circumstances beyond The Company's control the reserved campervan is not available, The Company reserve the right to offer a suitable alternative.

If an alternative is not available the liability of The Company will be limited to the refund of any monies paid by the Hirer and the Hirer will have no further claim of any kind against The Company.

8) Terminating the Agreement

The Hirer acknowledges that The Company may terminate the Agreement and repossess the campervan at any time without reference to the Hirer if:

- The Hirer breaches the Hire Agreement in any way
- The campervan has been obtained through fraud or misrepresentation
- The campervan appears to have been abandoned
- The campervan is not returned on the agreed return date or The Company reasonably believes that the campervan will not be returned on the agreed return date
- The Company reasonably considers that the safety of the passengers and / or the condition of the campervan is endangered.
- The Hirer will have no right to any refund or the Security Deposit in the event of any termination or repossession

The Company reserve the right to refuse to hire to any person without explanation or prior warning.

Customer Service Information

Any queries relating to the Terms and Conditions of Hire should be directed to:

Boutique Campervan Ltd
44a Wallingford Road
Goring on Thames
Oxfordshire
RG8 0BG
United Kingdom
Telephone: 01491 874175

Jurisdiction

The Hire Agreement is the whole and only agreement between the parties relating to the campervan hire and shall be governed by English law.