

Camper UK Ltd's Motorhome and Campervan Hire Terms & Conditions

Revised: 18/02/2019

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1.0 Content of the Contract

1.1 Definitions:

'Hirer' - The person hiring the vehicle who has made the booking and payment for hire.

'You' - The person hiring the vehicle who has made the booking and payment for hire.

'Us' or 'We' - Camper UK Ltd.

'Vehicle' - The motorhome/campervan that we have allocated for you to hire.

1.2 Brief:

Camper UK Ltd aims to consistently deliver a high-quality hire service to all customers. This quality hire includes all motorhomes being hire-ready and clean when you collect them. Each customer expects and deserves exactly the same standard in hire service, therefore by reading, understanding and complying with these Terms & Conditions, you can help to ensure every hire is as great as yours. These Terms and Conditions may be amended at any time without notice. If an amendment is made prior to the date of your hire, you will be issued with the revised terms and conditions on your day of handover. Revised terms and conditions will be available on the Camper UK website: www.camperuk.co.uk.

1.3 Subject:

The sole subject of this contract is regarding the hiring of a motorhome. It is the responsibility of the hirer to use the motorhome in the ways described in these terms and conditions otherwise a monetary penalty will incur. Camper UK does not owe any travel services within the prices listed.

2.0 Driver requirements

2.1 Minimum age, maximum age, driving licence and authorised drivers:

Any persons hiring or driving the vehicle must be at least 23 years old. For vehicles above 3.5 tonnes, the minimum age is 25 years old. The Hirer, as well as any other drivers, must have been in possession of the appropriate driving licence for at least 2 years and have no more than 6 penalty points. For vehicles over 3.5 tonnes, the driver must have held the appropriate licence for more than 3 years to drive the vehicle. Drivers aged 75 or over must give advanced notice of their age so it can be submitted to the Camper UK insurance broker – failure to do so may result in being uninsured and therefore breaching these hire terms and conditions.

Only drivers with an EU driving license are permitted to drive a Camper UK vehicle.

The vehicle may only be driven by the Hirer himself/herself and the persons named at the time of handover.

For any confusion on what you can or cannot drive, please seek clarification from the hire department.

2.2 Documents required:

Before the vehicle is handed over, the Hirer and all other drivers must present: their respective driving license along with valid photo identification; their national insurance number and 2 proofs of address i.e. bank statement, phone bill, council tax statement (the driver's license does not count in this instance). If a delay in handover occurs due to a failure in presenting said documents, such delay shall be at the expense of the Hirer. If the correct documents cannot be presented on the day of handover, the hirer will have their hire booking cancelled and the appropriate cancellation monies taken (see section 4.4).

3.0 Hire Pricing

3.1 Hire Pricing:

The hire price is composed of the basic hire charge, plus any accessories / extras requested. Full pricing can be found on the Camper UK Hire price list and the Camper UK website. Pricing is determined by the price list in force at the time the contract is signed. Camper UK has the right to amend price lists at any time without notice.

3.2 Hire Time:

The hire price given always applies from collection at Camper UK Ltd until return at Camper UK Ltd. One-way hires are not possible.

3.3 Damage Deposit:

In addition to the hire price given, there is a £1,200.00 damage deposit to be made on the day of handover. This can be paid by Debit Card, Credit Card or in Cash. Full details of on damage deposits are explained in section 6.

4.0 Bookings, Cancellations, Booking Amendments and Payments:

4.1 Vehicle:

Although Camper UK will endeavor to give you the vehicle requested and quoted on, we reserve the right to change the Hirer's booking to an equivalent or superior vehicle.

4.2 To Confirm a Booking:

In order to secure a booking, a £300 deposit is required. In cases where the hirer's total hire amount is less than £300, the total hire amount is payable. Once a deposit has been made, the hirer has agreed to the Camper UK Hire terms and conditions – these can be found on the Camper UK website.

4.3 Terms of Payment:

After a booking is confirmed, the total hire balance must be paid on or before the day of vehicle collection. Failure to pay the total hire amount on the day of collection will result in a booking cancellation (see section 4.4).

4.4 Booking Cancellations:

If the hirer requests to cancel their hire booking, or is forced to cancel their booking, Camper UK will refund their £300.00 deposit (or full hire amount if hire total is less than £300.00) providing the notice given from the hirer is a minimum of 14 days before their hire. In cases where a cancellation is requested less than 14 days before hire, the deposit will not be refunded.

4.5 Booking Amendments:

Booking amendments may be made and will not be charged if done so 14 days before the original date of hire. If a change of dates or vehicle is required, the appropriate price change will occur consistent that of price list at the time of requested change by the hirer. Although Camper UK will try to facilitate all booking amendments, we cannot guarantee availability on booking amendments and existing bookings hold priority over booking amendments. There is no legal right to a change in the booking or in the data.

5.0 Handover

5.1 Vehicle Handover/Return Times

Vehicles can be collected from Monday to Friday between 1:30pm and 4:00pm and

returned from Monday to Friday between 8:30am and 11am. You must arrive on-time for your vehicle collection as vehicles are dispatched on an appointment schedule. Arriving early does not necessarily mean we can facilitate early departure. If you arrive late, you may have missed your dispatch slot and have to wait until the next one becomes available. Any time lost is at the expense of the hirer. Please allow 1½ hours for your collection, during this time, we will demonstrate proper use of the vehicle systems and equipment. The times stated in this contract are regarded as agreed. On Saturdays, vehicles can be collected and returned subject to prior arrangement and incur an additional fee according to the current price list. On Sundays and public holidays, collection and returns are not possible. There will be no reimbursement in cases of late collection or early return of the vehicle. It is imperative that you return the vehicle at the date and time specified in your Hire Agreement. You must contact us immediately if you are in doubt about the time of your return. Late returns will be charged as specified in section 6.3.

5.2 Replacement Vehicle:

Should the booked motorhome not be available on the day of hire, Camper UK will give the hirer a comparable vehicle in terms of size and equipment. In such case, the Hirer will not incur any additional hire costs. In cases where a smaller vehicle is offered and accepted by the Hirer, the price difference between both vehicles will be reimbursed.

6.0 Damage Deposit:

6.1 Damage Deposit Payment:

The Hirer must pay Camper UK Ltd damage deposit of £1,200.00 on or before the day of collection. The damage deposit must be paid by debit card, credit card or cash no later than upon collection of the vehicle. Payment of the damage deposit by prepaid credit cards or cheque is not possible. The hired vehicle will only be handed over when the agreed security deposit has been paid. The obligation to pay the agreed hire charge remains unaffected. The Hirer is obliged to take part in a detailed introduction to the vehicle by Camper UK's staff before starting the trip. Camper UK is entitled to refuse to hand the vehicle over until the introduction to the vehicle has taken place. Any delay in the hand-over that the Hirer is responsible for shall be at his/her expense. A vehicle damage sheet will then be completed and photographs taken as an inventory of damage on the vehicle.

6.2 Damage Deposit Return:

After the vehicle is returned, Camper UK will perform an inspection of the vehicle to ensure the vehicle is returned in the state specified in section 6.3. Should this not be the case, Camper UK will claim the relevant amount of money and reimburse the remainder of the damage deposit.

6.3 Vehicle Return Policy:

Camper UK runs a strict return policy on all motorhomes which is explained in full on the day of handover. The vehicle must be returned: before 11am; clean on the inside with no food debris or dirt; with clean mattresses; with a full tank of fuel (as vehicles are handed over with full tanks of fuel); with the toilet cassette emptied; with the waste water (grey water) tank emptied and with no damage (or further damage) other than is specified on the vehicle damage sheet. If the vehicle is not returned in this state, the following monies will be deducted from the damage deposit:

- Late returns - £50.00 per hour
- Toilet Emptying - £100.00
- Emptying grey waste water - £10.00
- Wet cleaning of mattress - £50.00
- Vehicle inside valet - £50.00
- Refuelling - £10.00 fuelling fee plus £2.00 per litre until full
- Damage – full retail price for replacement parts and labour to repair vehicle to original state

Should the vehicle have extensive damage or be too dirty for Camper UK to quote damage repairs, Camper UK has the right to hold the hirer's damage deposit for as long as is deemed necessary to retrieve a quote. This quote can be requested by the hirer should extensive damage have occurred.

6.4 Notification of Defects:

The Hirer must communicate to Camper UK any defects in the hire vehicle or its equipment he/she has detected within the first 24 hours of the start of hire. Failure to do so will result in claiming the appropriate monies from the hirer's damage deposit and reimbursing the remaining amount.

7.0 Repairs & Replacement Vehicles:

7.1 Road Worthiness:

Repairs which are necessary in order to ensure the operating and roadworthy condition of the vehicle may be ordered by the Hirer without consent of Camper UK up to the value of £150. Repairs in excess of this, or any other major repairs may only be completed after obtaining the consent of Camper UK. Any costs of repair will be refunded by Camper UK with the submission of the respective original invoices of the parts replaced - providing the Hirer is not liable for the damage. This does not apply to tyre damage.

7.2 Necessary Repairs:

Should there be an issue with the vehicle without any fault on the hirer's part in the duration of the hire which would deem the vehicle unusable, the hirer, with permission of Camper UK, can take the vehicle to an approved motorhome service/repair centre and have the correct repair work carried out. Any costs of repair will be refunded by Camper UK with the submission of the respective original invoices of the parts replaced - providing the Hirer is not liable for the damage. Any circumstances specific to the hirer's journey which delay the repair i.e. infrastructure or delay in workshop repair time shall not be to the disadvantage of Camper UK. Do not attempt DIY repairs.

7.3 Replacement Vehicle:

Should the necessary repairs for the vehicle (without any fault on the hirer's part) mentioned in section 7.2 delay the hirer an unreasonably long period of time, Camper UK is entitled to provide the Hirer with an equivalent replacement vehicle within a reasonable period. If the Rental Firm makes an equivalent replacement vehicle available, termination of hire by the Hirer is excluded and the total hire amount remains payable. If, in such a case, Camper UK offers a motorhome from a lower price group and this is accepted by the Hirer, Camper UK will reimburse to the Hirer the price difference to the price already paid in advance by the Hirer.

7.4 Vehicle Damage/Refusal of Replacement Vehicle

If a motorhome suffers damage which prevents or deprives the use of the vehicle due to the fault of the hirer, Camper UK may refuse the provision of a replacement vehicle. In such a case, termination of the contract by the Hirer is excluded. If, however, Camper UK agrees to make a replacement vehicle available at the Hirer's request, it can charge the Hirer the associated transfer costs incurred. Parts

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for Motorhomes have long waiting times for delivery. If the motorhome sustains damage at any time during your hire, please inform us straightaway. If we know about it, we can start to make arrangements for repair before the vehicle returns.

7.5 Vehicle Maintenance:

The hirer is responsible for the roadworthiness of the vehicle and the safety of the passengers. Each vehicle is checked prior to dispatch and you are required to monitor oil, engine coolant, windscreen washer fluid level and tyre pressures whilst the vehicle is in your care. If consumable items such as oil or coolant are required, please contact us to authorise the purchase and keep hold of the receipts to enable reimbursement.

8.0 Accidents:

8.1 In the Event of an Accident:

In the event of an accident, fire, theft, damage caused by game, or any other damage, the Hirer must immediately inform and involve the police. Any claims of the opposite party must not be recognised.

8.2 If Damage Occurs During an Accident:

In any case of damage, the Hirer must prepare a detailed written report for Camper UK, including a sketch. If, for whatever reason, the Hirer fails to provide such a report and if, for this reason, the insurance company refuses to pay for the damage, the Hirer shall be obliged to pay compensation for the damage. The report must include the names and addresses of all those involved and any witnesses, together with the registration numbers of the vehicles involved. The accident report must be handed to Camper UK completed and signed to Camper UK upon the return of the vehicle at the latest.

9.0 Liability/Motorhome Insurance:

9.1 Insurance Explained:

Willful damage, neglect of care, incorrect operation or accidental damage which is not part of a road accident (e.g. a tin falling out of a cupboard and puncturing a table or worktop), is not covered by insurance. Any damage obtained to the vehicle in such a manner will have the appropriate monies deducted from the damage deposit. For valid insurance claims, the Insurance Excess is £1,200.00. Therefore, damage incurred up to this value is deducted from the damage deposit.

Insurance claims will not be valid if:

- Contrary to the Hirer's obligation under Section 8.2 above, does not hand the damage report to Camper UK in due time or hands it over incompletely or with false statements.
- The Hirer or his/her vicarious agents: committed hit-and-run driving; refrained from involving the police in an accident or gave false information on the course of events of the accident; has affected the legitimate interests of Camper UK during the damage; and the breach of duty is neither based on intent nor gross negligence.

These provisions apply to the Hirer as well as also to the authorised user. The contractual indemnity against liability does not apply to a non-authorised user. Several Hirers are liable as joint and several debtors.

9.2 Insurance Validity:

It is hereby understood and agreed that the insurance provided covers the insured vehicle whilst let out on hire subject to the following conditions:

- The hirer shall verify their identity and permanent address 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.
- The hirer, or any other driver, cannot 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.
- There Hirer, or any other permitted driver, can have no more than two speeding offences in the past 3 years.
- The hirer, or any other permitted drivers cannot have "Spent" convictions.
- The hirer, or any other permitted drivers cannot have any mental or physical defect which does not allow them to drive.
- The hirer, or any other permitted drivers cannot suffer from fits, diabetes or any heart complaint.
- The hirer, or any other permitted drivers cannot 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.

Camper UK will complete a DVLA driver check on all drivers. Any drivers who do not complete this check are not permitted to drive the vehicle. Camper UK Ltd shall be considered the insurance agent for the Hirer or other permitted driver for all purposes in connection with this insurance, but under no circumstances shall the hirer or other permitted driver be considered the insurance agent for Camper UK Ltd.

9.3 Security:

Whilst the vehicle is in the care of the hirer, they are responsible for ensuring that all reasonable precautions are taken against damage and theft to the vehicle. When the vehicle is left, ensure all windows and roof lights are closed, doors are locked and the keys are in the possession of the hirer. Do not give the keys to anyone else or permit unauthorised persons to drive the vehicle. The insurance does not cover theft of or from the vehicle if:

- The vehicle has been left unlocked
- The keys have been left in the vehicle
- Window(s) and/or door(s) have been left open
- The hirer has allowed someone to drive the vehicle and the vehicle is lost/stolen

Do not leave valuables on display or leave the vehicle in a vulnerable position such as on a junction or street corner, poorly lit or unsuitable areas. Taking these basic precautions will help reduce the risk of unwelcome attention.

9.4 Liability/Traffic Violations:

The Hirer is liable, without limitation, for all traffic violations, administrative regulations and other legal regulations as well as for all nuisance caused or by a third party to whom the Hirer leaves the vehicle. The Hirer will indemnify Camper UK for all fines, administrative fines, charges and other costs imposed by authorities to Camper UK in connection with such infringements. When using roads subject to toll charges, the Hirer must ensure all charges incurred are paid completely and in due time. The Hirer shall indemnify Camper UK for all toll charges incurred by him/her or any third parties to whom the Hirer leaves the vehicle.

9.5 Trips Overseas:

Trips within Europe are possible, however, only to countries within the European Union. The full list of countries you can travel to are as follows: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden. Norway is not an EU member, however, the foreign use extension does extend to this country as it has been approved by the commission of the European Union. Travel to Switzerland is not permitted. Trips to countries outside Europe are subject to the prior approval of Camper UK. Trips to areas affected by war or crisis are prohibited. The Hirer must independently educate themselves about the traffic regulations and laws of the countries visited during the hire period as well as of any transit countries and must comply with the respective applicable traffic regulations.

9.6 Termination of hire:

Camper UK is entitled to terminate the hire agreement for good cause without observing a notice period in instances such as when: the Hirer breaches the contract; the Hirer leaves the vehicle to non-authorised persons; the Hirer causes damage to the vehicle; the Hirer continues to breach obligations of the contract despite warning given by Camper UK.

9.7 Ownership of the Vehicle:

The vehicle hired belongs to Camper UK Ltd, Deacon Road, Lincoln, LN2 4JB. You must not attempt to sell, rehire, or make representation of the vehicle to any other party.

10.0 Prohibited Use/Duty to Take Care:

10.1 Smoking:

All vehicles are non-smoking; any evidence of smoking in a hire vehicle will be charged £500.00.

10.2 Pets:

Travelling with pets is subject to the consent of Camper UK and a pet fee according to the current price list. Failing to notify Camper UK of the presence of a pet is subject to a £500.00 charge. Any cleaning costs caused by non-compliance will be borne by the Hirer. Any costs incurred during the elimination of smoke contamination, including lost profit resulting from a temporary non-availability of the vehicle for hire owing to these circumstances shall also be borne by the Hirer.

10.3 Proper Use of the Vehicle:

The Hirer is only allowed to use the vehicle for its intended purpose. This does not include: the participation in motor sport events; vehicle tests; the transport of highly flammable, poisonous or otherwise dangerous substances; driving on off-road terrain; the commission of customs or other criminal offences, even if these are only punishable under the laws applicable at the place of commission. No vehicle should be driven through deep fords or saltwater. The Hirer is prohibited from subletting the vehicle.

11.0 Storage and Passing on of Personal Data

11.1 Consent:

The Hirer consents that Camper UK Ltd will process his/her personal data for purposes described within this contract and use them exclusively within the framework of Camper UK Hire. Such data will only be passed on to other third parties when it is necessary e.g. to the credit card company of the Hirer for the purpose of settlement; to the operators of toll systems; the respective authorities for the direct imposition of charges, costs, toll fees or fines and administrative fines. Camper UK Ltd may also pass such data on with a justified interest if statements made during the hire period are incorrect or the vehicle is not returned within 24 hours of the expiry of the hire period. Personal data may also be passed on in the incident of court proceedings or bills being protested. The data can be passed on to all authorities responsible for the prosecution of administrative offences and criminal offences in the event the Hirer behaved dishonestly or there are sufficient indications of such behavior e.g. false information given for the hire; presentation of forged personal documents or such documents reported as having been lost; failure to return the vehicle; failure to notify a technical defect, road traffic offences or the like. Any legal obligations to pass on data remain unaffected by the provision.

11.2 Privacy Policy/GDPR:

Camper UK's privacy policy is available through the Camper UK website: www.CamperUK.co.uk.

12.0 Other Provisions:

12.1 Agreements:

All agreements must be made in writing. This applies also to a removal of this clause. The Hirer may only make claims against counterclaims. A right of retention can only be asserted to the extent it is based on claims from this contract.

12.2 Jurisdiction:

The place of jurisdiction of Camper UK is agreed as the place of jurisdiction for all disputes arising from or in connection with the hire contract for the motorhome.

12.3 Terms and Conditions:

If any provision of these Terms and Conditions should be or become: ineffective, impracticable, or if the contract does not cover a particular gap, this shall not affect the remaining contents of the contract. In such case, Camper UK and the Hirer are obliged to agree to a new provision that comes as economically and legally close to the ineffective, impracticable or incomplete provision.

13.0 Declaration:

I have read, understood, and agree to adhere to the terms and conditions of Camper UK Ltd's motorhome hire and that all information I have provided is accurate. I further agree to be bound by the terms and conditions of the Insurance which I have had the opportunity to see and read.

Customer: _____

Customer Signature: _____

Date: _____

Employee Signature: _____

DEACON ROAD · LINCOLN · LN2 4JB · 01522 697070 · ENQUIRIES@CAMPERUK.CO.UK · WWW.CAMPERUK.CO.UK

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