

Terms and Conditions

This Rental Contract is made between the Owner and you (the Hirer), subject to these Terms.

1. Definitions

Within these terms and conditions the following words and expressions shall have the following meanings:

Booking Deposit: means the booking deposit of 50% of the total amount payable by you to confirm your booking of the Campervan;

Hirer: means you, the hirer of the Campervan. All references to "you" means the Hirer.

Insurance: means the fully comprehensive road risk self drive hire insurance for the Campervan to be provided through the Owner;

Rental Agreement: means the schedule containing details of the Rental Contract which forms part of these Terms;

Campervan: means the campervan as is described in the Rental Contract;

Owner: means the legal owner of the Campervan whose contact details will be supplied to you prior to the Pick Up Date;

Pick up Date: means the date and time stated upon which the Hirer is to collect the Campervan;

Pick up Location: means the place supplied to the Hirer from where the Campervan is to be collected upon the Start Date;

Rental Contract: means the contract for the rental of the Campervan in accordance with and incorporating the Conditions and Terms;

Security Deposit: means the deposit of 850 euro payable by you prior to the pick up of the Campervan;

Rental Payment: means the payment due from you to the Owner for the hire of the Campervan in accordance with the Rental Contract;

Rental Term: means the period commencing on the Pick Up Date and ending on the date upon which the Campervan is returned to the Return Point;

Return Date: means the date and time stated in the Rental Agreement upon which the Hirer is to return the Campervan to the Return Point;

Return Point: means the location stated in the Rental Contract to where the Campervan is to be returned on the Return Date;

When confirming your booking online, you will be required to confirm your acceptance of these Terms which will govern your rental of the Campervan. Please read these Terms carefully as they are intended to be and are legally binding. If there is anything you do not understand or do not agree with, please contact the Owner.

If you decide to cancel your booking or do not arrive to collect the Campervan on the Pick Up Date, charges may be made as are explained in these Terms.

The rental of the Campervan is for the period from the Pick Up Date to the Return Date. If you fail to return the Campervan to the Return Point on the Return Date you are in breach of these Terms and will be charged for every day or part-day after the Return Date you fail to return the Campervan to the Return Point.

Bookings and deposit

To book the Campervan you must: complete the Rental Contract
confirm your acceptance of these Terms;
pay 50% of the Rental Payment within 7 days after reservation.

The Owner will then confirm your booking by return email to the email address given by you whereupon the Rental Contract between the Owner and you is established.

If any or all of these payments is rejected or denied, then the Owner shall be entitled to cancel the Rental Contract.

Any documentation requested by the Owner must be received by the Owner at least four weeks prior to the Pick Up Date or, if the date of booking is less than four weeks prior to the Pick Up Date, within 4 days of the booking date. If the date of booking is less than 4 days before the Pick Up Date, you must contact the Owner with regard to delivery of documents.

In the event that the Owner does not receive any documents requested at least 4 days prior to the Pick Up Date, the Owner reserves the right to cancel the Rental Contract and retain all payments made.

Your responsibilities

You must look after the Campervan and the keys to it. You must always keep the Campervan locked securely at all times when unattended, ensuring that you use any and all security device(s) fitted to or supplied with the Campervan.

You must protect the Campervan against any adverse weather conditions which can cause damage to the Campervan.

You must ensure that you use the correct fuel for the Campervan.(Diesel)

You must not sell, rent or dispose of the Campervan or any of its parts, fixtures, fittings or items added by the Owner or otherwise.

You must not grant to anyone legal rights over the Campervan.

You must not let anyone work on the Campervan without the Owner's permission. If the Owner does grant you permission to proceed with work, you will only receive a refund if you have a valid VAT receipt for the work and the works carried out have been authorized by the Owner.

You must let the Owner know as soon as you become aware of any fault in or with the Campervan.

You must return the Campervan to the Return Point on the Return Date. Until the Campervan is safely returned to the Owner you will remain responsible for the Campervan. The Owner must inspect the Campervan before it is handed back to them so that the Owner can ensure that they are satisfied with the condition in which it has been returned.

You are responsible for any loss or damage to the Campervan caused by negligence, misuse or otherwise, whether or not such loss or damage was caused by you.

You will have to pay for costs of repair of any interior or exterior damage or loss to the Campervan or its equipment.

You and any other driver must not use the Campervan for towing unless you have prior written permission from the Owner to do so.

The Driver

No one other than you and or any other driver named in the Rental Agreement may drive the Campervan. No one may drive the Campervan unless they are aged between 25 and 75 years of age inclusive during the Rental Term.

Every driver must hold, and have held at the Pick Up Date for at least 3 consecutive years, a valid National

Driving Licence or a valid International Driving Licence.

You and any other driver of the Campervan must not:

use the Campervan for hire or reward;

use the Campervan for any illegal purpose;

use the Campervan for either racing, pacemaking, testing the Campervan's reliability and speed and or teaching someone to drive;

use the Campervan whilst under the influence of alcohol and/or drugs;

drive the Campervan outside the countries named on the Rental Agreement.

Security Deposit

A refundable Security Deposit of 850 euro is payable in advance by you for any damage or loss caused to the Campervan or its equipment.

Provided the Campervan is returned to the Return Point on the Return Date in the same condition as at the Pick Up Date with a clean interior and there are no other extra charges, the Security Deposit will be refunded within 30 days of the date upon which the Campervan is returned.

Should the Campervan be returned in a worse condition as at the Pick Up Date, then repairs, replacement or cleaning costs will be charged against the Security Deposit, up to and including the full 850 euro.

The following charges are payable by you and if not paid will be deducted from the Security Deposit:

A 100 euro cleaning charge from the Security Deposit will be payable if the ban on smoking and animals has been ignored.

You must pay any and all fines and costs (including court costs) incurred for parking, traffic or other offences, (including any costs which arise if the Campervan is clamped). You must pay to the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay any costs and reasonable administration charges incurred by the Owner in dealing with these matters.

You are liable for any charges arising from authorities seizing the Campervan, together with a loss-of-income charge for the full period during which the Owner cannot rent out the Campervan as a consequence. The rate for every day or part day for which you fail to return the Campervan to the Return Point.

Insurance

Insurance for the Campervan for the period from the Pick Up Date to the Return Date is arranged through the Owner.

The cost of the Insurance is included within the Rental Payment.

The Owner reserves the right to take action against you to recover the full cost of all loss, repairs and damage suffered by the Campervan during the Rental Term which is not covered by Insurance.

You shall be liable for the first 850 euro of each and any claim(s) made under the Insurance, such sums to be deducted from the Security Deposit and if insufficient paid by you within 7 days of written demand.

The following are excluded from the Insurance cover:

Damage to the windscreen and windows;

Damage to tyres caused by braking, punctures, cuts or bursts;

Mechanical, electrical, electronic, computer failures, breakdowns or breakages;

Claims involving fraud or deception;

Claims resulting from anyone driving the Campervan with or without your permission who has not been included in the Rental Agreement;

Theft as a result of keys remaining in the Campervan whilst unoccupied;
Interior damage including burns to seats, carpets and other damage;
Damage or loss of personal effects within or from the Campervan;
Underbody damage of the Campervan;
Overhead damage of the Campervan;
Damage because of wrong use of the differential lock.

You are entirely responsible for the security of the Campervan. You must ensure that, if the Campervan is left unattended at any time, it is securely locked and parked in a safe, well lit location. You must take every precaution to prevent loss from or theft of the Campervan.

A full tank of fuel is supplied with the Campervan upon pick up of the Campervan and you must return the Campervan with a full tank of fuel. Any fuel shortage will be charged to you against the Security Deposit. You will be liable for all repair costs if the incorrect fuel type is used. You are responsible for the regular checking of oil and water levels and the use of the correct type of fluids during the Rental Term.

Cancellations

All cancellations must be in writing, addressed to the Owner and are charged as follows:

15% of the Rental Payment if the cancellation notice is received 3 months or more before the Pick Up date.

50% of the Rental Payment if the cancellation notice is received 2 months or more, but no longer than 3 months before the Pick Up date.

70% of the Rental Payment if the cancellation notice is received 1 month or more, but no longer than 2 months before the Pick Up date.

90% of the Rental Payment if the cancellation notice is received 1 day, but no longer than 1 month before the Pick Up date.

100% of the Rental Payment if the cancellation notice is received on Pick Up date.

The 850 euro Security Deposit is not charged if the hire is cancelled and provided no other sums are unpaid by way of deposit or otherwise.

No refund is given for an early return of the Campervan.

If, due to circumstances beyond the Owner's control which could not reasonably have been foreseen or avoided at any point up until the Pick Up Date, the booked Campervan is not available, the Owner reserves the right to cancel the booking, the Rental Payment and Security Deposit will be refunded.

The Owner can not accept responsibility or pay any compensation, costs or expenses where the performance of the Rental Contract with the Owner is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond either the Owner's reasonable control.

The Owner reserves the right to refuse to hand over the Campervan to any person who, in the reasonable opinion of the Owner is not suitable to take charge of the Campervan. In such cases of refusal, all payments made by the Hirer will be refunded in full, but the Owner will have no further liability in relation to the aborted hire, nor to the person to whom hire was refused.

No animals may be taken into or on the Campervan.

Smoking is prohibited inside the Campervan.

You are authorized to spend up to and including 100 euro on minor component replacements such as bulbs, hoses and belts. The cost will be refunded to you on the submission to the Owner of a valid receipt. You are not authorized to carry out work or request others to carry out work on faults or repairs.

For faults and repairs over and above the 100 euro threshold (including damage to windscreens and tyres), in the first instance call the Owner who will organise and coordinate assistance. The Owner is not responsible for any consequential expenses or additional costs incurred by, for example, hiring alternative vehicles, late arrival, missed ferries, additional accommodation, travel expenses or any third party claims in connection with a breakdown or accident.

You will bear all costs of breakdown or repair in circumstances where the incident is the result of negligence on your part, for example by running out of fuel, filling a tank with the wrong fuel, locking keys inside the Campervan or losing keys.

No responsibility is or can be accepted by the Owner for any loss or damage or expense which occurs as a result of any accident.

If you have been involved in an accident you must not admit responsibility. You should obtain the names and addresses of all involved, including witnesses. You should also make the Campervan secure, contact the police immediately if anyone is injured or if there is any disagreement regarding who is responsible. You must also contact the Owner as soon as possible.

It will also be necessary for you to prepare an accident report and send copies to the Owner.

The Owner is entitled unilaterally to terminate immediately the Rental Contract by notice in writing to you if:

any of these Terms are breached by you;

you fail to remedy any breach having been requested to do so by the Owner;

you are made bankrupt.

If the Owner ends the Rental Contract it will not affect the Owner's right to receive any money owed under the Rental Contract, including under these Terms. At any time after the Owner has terminated the Rental Contract in accordance with this clause or if you fail to return the Campervan upon the Return Date the Owner is entitled to repossess the Campervan and charge you for doing so.

These Terms are governed by Dutch Law and you submit to the jurisdiction of Dutch courts.

I have read, understood and agreed to the Owners terms and conditions.

Date:

Place:

Hirer's signature

Owners signature

