

## Stoney Campers Terms and Conditions of Rental

### Definitions of Terms and Conditions:

**"Data Protection Legislation"** means the applicable UK data protection legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.

**"The Hirer"** refers jointly and severally to the person or persons who are signing this Agreement.

**"This Agreement"** means the Booking Form, any Rental Agreement and these Terms and Conditions.

**"We/Us"** means Simon Warner t/a Stoney Campers as the legal owner or a nominated legal representative.

**"Equipment"** includes but is not limited to the gas bottle, fridge, twin gas hob, SatNav/Audio unit, crockery, cutlery, cooking utensils, pillows, sheets, duvets and any extra rented items such as awnings, bike rack and the like.

**"Rental Period"** means the hire period referred to in the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the Hirers possession or control.

**"Vehicle"** means the VW campervan hired under this Agreement and includes tyres, tools, accessories, the equipment and any other special equipment, documents related to the Vehicle and any replacement or substitute Vehicle that may be provided at the discretion of Stoney Campers.

**"Security Deposit"** means the Vehicle security deposit detailed under the heading "Security Deposit" below.

### Insurance

True and accurate information must be provided by the Hirer on the booking form. We require to check with our insurance provider that the driver can be insured. Should the Hirer fail to provide this information or fail to provide on time, this may result in us cancelling your booking.

The Vehicle has comprehensive insurance for the named drivers. This covers the Vehicle only and not any of the Equipment. Any damage to the Equipment will incur additional costs to the Hirer, in addition to the Security Deposit. In the event of any damage to either, the Vehicle or third party property, the Hirer will be liable for the excess of £500. Our insurance covers Us and the Hirer in respect of claims from third parties for death or personal injury or damage to a third party's property caused by the use of the Vehicle if such incidents are reported to us immediately or on return of the Vehicle and provided that the Hirer does not invalidate the insurance by driving or using the Vehicle outwith our insurance company's terms and conditions and these terms and conditions as signed by the Hirer. If the Hirer is in breach of any of the terms, the Hirer is then liable for all losses howsoever caused. Our insurance company's terms and conditions can be supplied or viewed on request.

The Hirer will also be fully liable for tyre damage. Insurance provided by Us only covers the vehicle and does not cover personal possessions. We strongly recommends that the Hirers take out travel insurance to cover their personal items during the Rental Period as well as any cancellations

### Security Deposit

The Security Deposit of £500 is paid seven (7) days before the Rental Period (either by cash or direct bank transfer, we DO NOT ACCEPT CREDIT CARDS). This covers any damage howsoever caused, to the Vehicle, the Vehicle's fittings and fixtures, the Equipment, tyre and windscreens or damage to any third party property, whether accidental or negligent. The Security Deposit also covers our insurance policy's excess. It is fully refundable in return of the Vehicle on the agreed date and time, in the same condition that it was let out. The Vehicle must also be returned with a full fuel tank.

If the charges for any such damage exceed the amount of Security Deposit or it becomes apparent after the Security Deposit has been refunded, the Hirer shall pay such additional charges within ten (10) days after the date of the invoice from us. The Security Deposit will be refunded to the Hirer within 14 days from the end of the Rental Period, subject to any deduction of costs to cover any damage caused, repairs or replacement or special cleaning required.

### Additional Charges

We have the right to charge additional charges in the following situations (which are illustrative only and not an exhaustive list):

- The wrong fuel is placed in the Vehicle or the Vehicle is returned with the fuel level not at the agreed level;
- Re-fuelling service charge of £25 in addition to the cost of the fuel to fill the tank fully;
- Where extra cleaning over and above normal use is required;
- Late return charge;
- Any road tolls or parking offence charges arising during the rental period.

- If the keys to the Vehicle are lost by you, the cost of replacement keys and any costs in getting these to you. We may need to replace the full lock set in the Vehicle for security reasons. In such circumstances you will be responsible for the cost of doing so.

Additional charges will be deducted from the Security Deposit, if we are still holding same. If the Security Deposit is not sufficient to cover these additional charges or has already been refunded, such additional charges shall be invoiced and are payable within ten (10) days of the date of invoice from us.

## **Payment**

Availability is on a request and confirmation basis at the time of your reservation. A reservation is only binding once the booking is confirmed by Us by email and a non-returnable booking deposit of £150 has been received. Settlement of the remaining balance will be due four (4) weeks prior to the start of the rental.

For late bookings the full rental price is payable on booking. Vehicles will not be released without full payment being completed.

## **Payment Methods**

We accept payment by direct bank transfer or paypal to our nominated account. The Hirer agree to pay all charges, including the rental payment, the Security Deposit and any Additional Charges on demand by Us. Late payment will result in a late payment charge of 2% per calendar month on the outstanding balance or Additional Charges.

## **European Travel**

If the Hirer intends to travel outwith the UK, please get in touch with Us to discuss, before making a booking as our insurers impose some additional requirements and charges.

## **Drivers – Age restrictions and Licence requirements**

- The Hirer must be over 25 and under 70;
- The Hirer must have held a UK or European driving licence for a minimum of two (2) years;
- There may be restrictions depending on the country where the Hirer obtained their licence, please discuss at the time of booking;
- We require to see the original driving licence for each person intending to drive the Vehicle. If the driving licence does not contain photo ID, we will require to see another form of personal identification document eg passport. We also require to see copies of 2 recent (in the last 3 months) utility bills to confirm your address. These require to be brought along, in hard copy, when collecting the Vehicle. Without this, you cannot drive away the Vehicle.
- As is standard with any vehicle hire in the UK, we ask you to provide us with a DVLA code, prior to the hire of the Vehicle. We will email you in advance of the hire to remind you to do this. If, on collection of the Vehicle, the licence proves to be unacceptable, no monies will be refunded to the Hirer.

## **Cancellation Charges**

In the event of cancellation by the Hirer, the following applies:

- Cancellation between the time of confirmed reservation and 28 days before the Rental Period: the booking deposit is forfeited;
- Cancellation between 28 days and 7 days before the start of the Rental Period – a fee of 50% of the balance of the payable hire charge will be charged;
- Cancellation less than 7 days before the start of the Rental Period – 100% of the total hire charge will be forfeited.

We will use our best endeavours to secure another booking for the vehicle for the same Rental Period and if We are successful in that, We will waive the cancellation fee but not the booking deposit.

## **Collection, Vehicle Inspection & Return**

Please arrive at your agreed time slot to collect your Vehicle. At the hand-over, we will complete the necessary documentation and demonstrate your Vehicle to you. We suggest that you allow up to an hour for us to show you the Vehicle and explain how to operate the water, gas, cooker etc.

The Vehicle will be supplied in good operating condition with relevant manuals. You agree to return the Vehicle to Us in the same condition as you rented it, subject to fair wear and tear. We will check the condition of the Vehicle

with you at the start and at the end of the Rental Period. We will also agree any existing damage and the inventory of Equipment supplied.

The Hirer agrees that the tyres are visibly sound and that the tread appears to be within legal limits. Any damage or repair to tyres is the Hirer's responsibility, unless it can be shown that damage is due to invisible defects in the manufacture of the tyre which are covered by the manufacturer's warranty, in which case We may reimburse the Hirer. We will require the defective tyre to be returned to Us for inspection together with appropriate receipts from the Hirer for any reimbursement to be made. The Hirer agrees that the manufacturer's decision is final as to whether any reimbursement is made.

On return, the Vehicle must be returned to Us at the location and on the date and time specified in the Rental Agreement. Failure to return the Vehicle at the agreed time may result in spoiling someone else's holiday plans and a late return penalty. If there is a genuine reason for being late, please call Us to advise of this just as soon as possible. We will give the Vehicle a visual check on your return and will check the fuel level. If damage becomes apparent after this initial check, prior to the next hire or during cleaning, We will advise you of this and raise an invoice accordingly, payable by you.

The Hirer will remain liable for the Vehicle until the procedure for off hiring the Vehicle has been completed and the keys are returned to us.

If the Vehicle is returned to Us out-with the agreed time for return, you remain liable for the Vehicle until such time as the return location opens for business and you shall be liable for any losses incurred by Us during this time. If the Vehicle has to be collected by recovery services, you remain fully responsible until such collection.

If you choose to return the Vehicle earlier than the agreed date and time, due to weather or for personal circumstances, We will not refund the hire charges.

Late Return: We reserve the right to charge a late return penalty if the Vehicle is returned later than the agreed time. Should the late return of the Vehicle mean that We incur extra costs, we shall pass these on to you. Any such penalties or extra costs shall be deducted from the Security Deposit and by signing this Rental Agreement, you give your consent to such deductions.

### **Fuel**

The Hirer shall return the Vehicle with a full tank of fuel. The cost of the additional fuel plus an administration charge of £25 shall be deducted from the Security Deposit if the Vehicle is returned without a full tank of fuel. The Vehicle requires **diesel** and there will be an additional charge if the incorrect fuel is used.

### **Camping Gas**

This is provided for the gas hob and fridge. If the gas cylinder runs out and you have to replace it, we will meet the cost of one gas cylinder. Please produce a valid VAT receipt. These can be bought at campsites, DIY stores and petrol stations.

### **Drinking Water**

The water stored in the Vehicle is not drinking water. We advise that you drink bottled water.

### **Pets**

We love pets however out of respect for those people who don't and who may have allergies, we do not allow pets in our Vehicles. The Hirer will be charged additional cleaning costs if this is not adhered to.

### **Use of the Vehicle – the Hirer's Obligations**

During the Rental Period the Hirer shall:

- Ensure that there is no smoking in the Vehicle or in the awning. If there is smoke contamination caused to the Vehicle, the Hirer shall be liable for any damage;
- Only carry as many passengers as there are seat belts in the van (4 people maximum);
- Provide and fit their own baby seats (we can provide booster seats) and ensure that their use is in accordance with UK law;
- Ensure that the Vehicle is locked and parked securely in a safe place when not in use;
- Not leave the key in the ignition when unoccupied;
- Not use the Vehicle for any business or hire purposes;
- Not use the Vehicle for any illegal purpose or in contravention of any regulations affecting the Vehicle;

- Not use the Vehicle for any off-road driving or race;
- Not drive the Vehicle on any roads not suitable for the Vehicle – all roads must be surfaced;
- Not tow a trailer or other object (unless it is our bike rack which is available for hire as an additional item);
- Not damage the van by immersion in water or salt water.
- Ensure that they assess the height of the Vehicle in relation to overhead or overhanging objects, such as trees, shrubs and parking garages. **Be mindful that the height of the Vehicle (with the roof down) is 2.2 metres.**

It is the Hirer's responsibility to ensure that the Vehicle is driven in a responsible manner and in accordance with these terms and conditions and our insurer's terms and conditions. Failure to comply will result in the Hirer being liable for loss or damage or expenses incurred by Us as a result of your breach of the Rental Agreement. If any act or omission or failure to comply with these terms by the Hirer causes or contributes to the invalidation of the manufacturer's warranty of the Vehicle the Hirer will be responsible for any and all costs incurred by Us that are associated with this invalidation.

### **Accidents, Damage and Theft**

In the event of any accident, loss or damage arising out of the use of the Vehicle, the Hirer shall notify Us within 24 hours of the incident or discovery of the incident. Please also report the event to the nearest police station. Our insurers require that the Hirer does not make any admission of liability to other parties, settle any claim or other like offer. You should obtain the names and addresses of any witnesses or other parties involved. Take photos of the scene and damage if possible. The Hirer's safety is priority, do not put yourself or others at risk. An accident or theft report must be completed and submitted to Us as relevant and the Hirer undertakes to assist Us and our insurers in any legal proceedings arising out of the loss or damage to the Vehicle.

### **Breakdown**

If the Hirer breaks down and requires repair/recovery services, the Vehicle is covered by VW Roadside Assistance. Their number is **0330 100 3242 (from a UK mobile) or 0800 777 172**. The Hirer must also contact Us to let us know the situation (**tel: 07900 698689 or 01569 762167**).

If the Hirer incurs minor repair bills, We will reimburse the Hirer up to £100 if these are reasonably incurred. Repairs costing in excess of £100 must be authorised by Us prior to any repairs being undertaken. If a replacement Vehicle is required, We will endeavour to provide a replacement. If We are unable to provide this, We shall refund the hire charge for any unused days of hire. If a replacement Vehicle is available, the Hirer will need to return to the premises to collect it (using the Roadside Assistance and returning the original Vehicle). If the accident or breakdown is caused by the Hirer's negligence, the Hirer is liable for all costs incurred and We will not refund the Hirer any unused days of hire.

For safety, the Hirer will wear the supplied high visibility vest and put out the supplied warning triangle to warn approaching vehicles. Do not abandon the Vehicle at the roadside. If We incur costs in having the Vehicle returned to Us by other means, We will deduct any such costs from the Hirer's Security Deposit.

### **Loss or Damage caused by the Hirer**

In the event of accident, damage, theft or breakdown of the Vehicle or its parts or accessories, all losses and costs incurred by Us due to the Hirer or their party's negligence or purposeful intent, will be indemnified to Us and the Hirer held fully liable. This may include any repair costs, the recovery of the Vehicle, loss in value of the Vehicle, loss of rental income, towing and storage charges.

The Hirer will not be liable to Us for any charge or excess of the loss or damage is due to Our negligence or breach of this Agreement.

If there has been a bump or minor accident, the Hirer must contact Us straight away. We will require to prepare for any repairs prior to the Vehicle's return.

### **Terminating the Agreement**

We reserve the right to terminate this Agreement and repossess the Vehicle (at the Hirer's expense) and at any time, without notification to the Hirer, if the Hirer is in breach of any term of this Agreement. This includes, but is not limited to the following scenarios:

- If the Vehicle is being used for an unlawful purpose and/or driven when it is unlawful to do so;
- If the Vehicle is being abused or deliberately damaged;
- If the Vehicle is not returned on the agreed date or We reasonably believe that it will not be returned on the agreed date;
- If the Vehicle appears to be abandoned.

In the event of such termination, the Hirer has no right to a refund of any part of the rental charges or the Security Deposit.

**General**

In the event of any discrepancy between these Terms and Conditions and any other literature or our website or otherwise, the provisions of these Terms and Conditions shall apply.

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 other provisions of this Agreement shall not be affected.

**Data Protection**

When the Hirer shares with us personal information such as their name, address, phone number and email address, we use this to book the Vehicle and confirm the insurance cover. We may share this with the DVLA. We will comply with all applicable requirements of the Data Protection Legislation and We do not sell your information to third parties.

**Governing Law and Jurisdiction**

The Agreement and any non-contractual obligations arising out of or in connection with it, shall be construed and governed in accordance with the laws of Scotland and the parties to this agreement submit to the exclusive jurisdiction of the Scottish courts.

**Please sign below to indicate that you have read, understood and agree to the Terms and Conditions.**

Signed .....

Print ..... Date .....

Signed .....

Print ..... Date .....