

MINTY VW CAMPER HIRE

TERMS & CONDITIONS OF BOOKING AND HIRE

It is important to be fully aware of the contents of this document, which in tandem with the terms set out on the Rental Agreement constitute the terms and conditions of hire. Breach of any of these terms, depending on the nature of the breach, may give rise to: the loss of your security deposit; a breach in the terms of the vehicle's insurance leading to a lack of cover for an individual or occurrence; a criminal offence being committed.

CONDITIONS OF HIRE

The Rental Agreement incorporating these Conditions of Hire is the sole contract for hiring the vehicle between Minty VW Camper Hire and the hirer(s), driver(s) and/or passenger(s).

- Prices and conditions quoted on our website and documentation are subject to change without notice.
- Minty VW Camper Hire takes no responsibility for any delay, loss, damage or injury that a hirer might experience no matter how it is caused or by whom.
- No refunds are payable on accommodation or other arrangements by Minty VW Camper Hire where a hirer or passenger changes, cancels or seeks to vary this agreement.
- These conditions cannot be varied or altered or waived unless it is confirmed in writing by Minty VW Camper Hire.
- All prices are in £ (GBP). Payment is only accepted by PayPal or by Bank Transfer.
- Your contract with Minty VW Camper Hire starts when we send confirmation of receipt of your booking deposit.
- If you commit any breach of this agreement, we are within our rights to terminate the contract. In this situation we will not be liable for any refunds, compensation or other losses or expenses.
- We reserve the right at our discretion to restrict hire in certain locations, at certain times or in certain circumstances due to adverse or unsafe road or weather conditions.
- The vehicle will not be released unless the terms of booking have been met in full and we have sent confirmation that you have satisfied all the requirements of the booking terms and conditions set out here and incorporating the Rental Agreement.

1. BOOKING RESERVATIONS

- To secure dates via our website or our agent's website you will be required to pay a non-refundable deposit of £200 via PayPal. To be received within 3 days of your dates being confirmed as available.
- Once we receive your booking deposit, we will secure your dates and send you a receipt of payment.

2. COMPLETING YOUR BOOKING

- We will send you a copy of our Booking Form to fill-in and return.
- Once we receive your Booking Form, we will create a full hire estimate for you and the £200 deposit payment will be deducted from the total.
- You will need to send us driver(s) details and proof of identity outlined in section 2.1.
- We will send you an electronic version of our Rental Agreement for you to print and sign and bring with you when collecting the vehicle.
- You must pay the balance of payment for the full hire as outlined in section 2.2.
- You must pay the security deposit as outlined in section 2.3.
- The booking is completed when we send you confirmation that you have satisfied all the requirements of the booking.

2.1 Documents Required for Insurance Purposes

We require the following documents a minimum of 5 days prior to departure. It is your responsibility to ensure these documents are available, if you are unable to provide these documents, we may not be able to obtain the insurance approval in time and your booking may be delayed or cancelled with loss of deposit.

1. Driver(s) must provide a scanned copy of both sides of their driving licence
2. Driver(s) must provide a driving licence summary from the DVLA website - Licence summary obtainable from <https://www.gov.uk/view-driving-licence>
3. Driver(s) must provide two forms of identification which must be two of the following - utility bill, bank statement, credit card statement, mortgage statement or council tax bill that matches the driving license address and is dated within the three months of the hire commencement.

2.2 Payment in Full

Final payment must be received by Bank Transfer within the specified period below. We will send you a balance of payment invoice which includes your hire fee (minus the deposit), any extras you request and any surcharges payable.

Standard Booking Payments

We require the balance of payment 28 days prior to commencement of hire.

Fast-track Booking Payments

Bookings with less than 28 days to the commencement of hire incur a £20 fast-track booking fee. We cannot accept a booking with less than 7 days remaining to the commencement of hire.

The balance of payment is due on receipt of the final payment invoice. We would typically send out a final payment invoice within 24 hours of receiving your completed booking form.

2.3 Security Deposit

A refundable security deposit must be received a minimum of 5 days before the commencement of hire. The deposit is the excess amount on the insurance premium.

For mainland UK destinations the security deposit is £500 and for outside mainland UK this is £750.

The security deposit is in addition to the exclusions that the hirer accepts full liability for, and which are outline in section 9 within.

2.4 The security deposit will be returned to the Hirer after 14 days if the following conditions are met:

- The camper is returned on time.
- In good condition, whole and undamaged (subject to inspection).
- With a clean interior.
- With a half tank of petrol.
- All none consumable standard equipment is accounted for.
- Any extra equipment on hire is accounted for.
- There are no outstanding insurance claims and no other infringements have occurred.

2.5 Should the hire conditions not be met the security deposit will be used to:

- In the event of an insurance claim, regardless of fault, the security deposit will be retained until the insurers have settled the claim.
- The hirer agrees to pay any additional costs over and above the security deposit value should damages exceed the security deposit value within 28 days of your hire.
- The security deposit will be used to fund any cleaning fees. A nominated valeting fee of up to £150 will be charged against the deposit if the vehicle is not returned with the interior in a clean condition.
- The security deposit will be used to fund any refueling costs arising from not returning the vehicle with a half tank of fuel. A £25 administration fee will be applied in addition to any costs for refueling.
- The security deposit will be used to fund any road traffic violation administration fees.
- A fee of £100 will be charged against the security deposit if it is found that smoking has been permitted in the vehicle.
- A fee of £100 will be charged if an unauthorised pet has been carried in the vehicle.
- The security deposit will be used to replace any lost or damaged items of equipment provided with the vehicle.
- The security deposit will be used to replace lost or stolen keys.

An insurance claim will only be made if the total repair cost exceeds the value of the security deposit.

3. PICKING UP THE VEHICLE

You can collect between 9.30am and 11am and return before 11am (collections and returns outside of these times are possible by prior arrangement).

Prior to the collection of your vehicle, Minty VW Camper Hire will carry out a full inspection of all on-board components to ensure they function correctly.

On collection, you will be shown how each component operates. Please allow approximately 1 hour for a comprehensive handover of the vehicle.

We will show you how to drive the camper and how to operate the cooker, sink, fridge, roof, camping gas, water storage and other accessories.

We will ensure you are aware of the location of safety equipment such as the fire blanket warning triangle, first aid kit, carbon monoxide alarms and fire extinguisher.

Condition You and we will check the condition of the van at the start of the rental term and on return of the vehicle. You acknowledge receipt of the van which appears, upon visual inspection, to be in good, clean condition and sound working order on collection.

It is your responsibility to check the van for existing damage, upon collection of the vehicle and to inform us of such before you depart.

Your Car During the period of the hire you may park your car at our premises but do so at your own risk. We cannot accept responsibility for the loss of, or damage to your car or its contents unless caused by us.

4. RETURNING THE VEHICLE

You must return the vehicle before 11am on the day following your last booked night.

There are no refunds for early returns. Charges apply for late returns.

Should for any reason, the hirer fails to return the vehicle the hirer accepts that he or she is liable for the full cost to recover the vehicle and for a daily rental fee of £120 for the vehicle for the period.

Late Return – Minty VW Camper Hire must be notified immediately to prevent any prosecution for driver(s) driving whilst uninsured. Late returns will be charged at one day's rental cost regardless of circumstances.

If the camper is returned on time in good condition, whole and undamaged (subject to inspection), with a clean interior, and with a half tank of petrol, the security deposit will be returned to the Hirer after 14 working days as set out in section 2.4.

(Why 14 days? - This is the time limit to notify of a speeding offence. Police must serve a Notice of Intended Prosecution within 14 days).

Should these conditions not be met, then repairs, replacements or cleaning costs will be charged against the security deposit and the balance shall be returned to the hirer within 30 days as set out in section 2.5.

5 HIRE RATES INCLUDE

- Insurance for 1 driver (optional additional drivers).
- Mileage - unlimited mileage.
- Full Breakdown & Roadside Assistance, all details provided in the camper.
- Half tank of fuel - to be returned with a half tank of fuel.
- Standard extras outlined in the Rental Agreement.

6. HIRE PERIOD

- The 'Hire Period' refers to the dates agreed in the Rental Agreement.
- Rental is charged on a per night basis.
- Minimum hire period is 2 Nights.

7. DRIVERS

Insurance cover does not apply unless each hirer meets the following requirements:

- Driver(s) must hold a full valid UK or EU driving licence for at least 24 months that entitles them to drive a UK category B vehicle.
- Driver must be aged 23-70 years old.
- Must have not 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 more than 6 penalty points imposed.
- Has not been refused motor insurance at normal rates and terms or has not been declined insurance or had any insurance policy cancelled by an Insurer.
- Must not have been involved in more than one accident or claim during the past 3 years.
- Is not engaged in professional gambling, sport or entertainment, hawking or general dealing, street or market trading, or modelling. Jockeys and persons connected with racing, gaming industry or press of any sort. Foreign Service Personnel other than persons holding a full UK/EU licence for two years or more.
- Driver must be in Good Health.
- Has referred any medical condition requiring Driver and Vehicle Licensing Agency (DVLA) notification and authorisation has been granted by the DVLA.

“Good Health” means that you have no mental or physical disabilities which would interfere with your ability to drive, for example stroke/deafness/heart condition/diabetes/loss of limb/loss of sight in an eye/epilepsy.

In addition, you must not be taking drugs likely to affect your driving or drugs prescribed by a registered medical practitioner for treatment of drug addiction.

We reserve the right to refuse the hire of the vehicle to any driver we see fit without explanation.

Additional drivers can be added at £15 per day, all drivers must be declared on the booking form.

8. INSURANCE

Fully comprehensive insurance is provided by our insurers for the driver(s) named on the rental agreement (provided all the personal informed supplied is correct). Only persons named on the Rental Agreement are insured to drive the vehicle.

The vehicle is insured for damage to the vehicle and the property of a third party but does not include any personal insurance for the customer including death or bodily injury to the driver nor does it cover any personal possessions.

You are advised to take out your own personal effects and travel insurance to cover items not part of the insurance, last minute cancellations etc.

9. INSURANCE EXCLUSIONS

The following are not covered by insurance; therefore, the hirer accepts full liability for these, which is in addition to the standard vehicle excess/security deposit should that apply.

- Mechanical problems due to driver negligence.
- Any damage caused by a negligent act.
- Replacement or repair of aerials, glass, wheels or incorrect fueling.
- Missing tools, fixtures or fittings.
- Damage to the underside of the vehicle or the roof, which includes the overhead pop-up roof which is not covered under the insurance and any damage to these areas is deemed as gross negligence. Any such damage will be charged at a fixed cost of £2500 plus the full insurance excess on your vehicle.
- Theft of the vehicle subject to an excess amounting to 25% of the claim, such excess is recoverable from the Hirer.
- The theft of the Camper will not be covered by insurance if the keys are left in the ignition or in or on the vehicle whilst unoccupied and the hirer shall be held fully responsible for a replacement vehicle.
- Damage to or destruction of the vehicle caused by any cooking and/or heating equipment (gas heating or hob, barbecue etc.) subject to an excess amounting to 25% of the claim, such excess is recoverable from the Hirer.
- Windscreen, mirrors and/or tyre damage is not covered by the standard vehicle insurance.
- Damage to third party property that is not covered by the vehicle insurance.

Keys In the event that keys are lost or damaged you will be liable for the reasonable costs of obtaining replacement keys, and any costs associated with providing the keys to you during the hire period.

10. USE OF THE VEHICLE

During the rental period, the hirer agrees that the vehicle will not be:

- Driven other than in a cautious, prudent and normal manner or used in a manner which could cause damage.
- Driven in a prohibited area.
- Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law.
- Driven by a person who is unauthorised to drive the vehicle as set out under the heading 'Driver details' of the Rental Agreement.
- Driven by any person who is not authorised by law to drive the vehicle.
- Used to carry more persons in accordance with the provision of seatbelts.
- Left with the ignition key in or on the vehicle or unlocked while it is unoccupied (invalidates insurance).
- Damaged by submersion in water or in contact with salt water.
- Used for any illegal purpose for any race, rally or contest.
- Used to tow any vehicle or trailer.
- Used to carry passengers or property for hire or reward.
- Used to carry volatile liquids, explosives or other corrosive or inflammable material.
- Driven on any road surfaces that could result in the camper becoming immobilised or cause damage to any part of the vehicle.

Operating the Roof

Please remember to strap the **roof down** before driving anywhere. Please only raise the elevating roof when the vehicle is stationary, the ignition is switched off, the hand brake is on and you are parked on level ground. Please always ensure the elevating roof is down and strapped into place before moving off.

Use of Appliances and Equipment

Please exercise caution at all times when using the appliances and facilities. You will have been told how to use these when you collected the camper.

1. Ensure the gas is turned off at the gas cylinder at all times when the cooker, grill are not in use.
2. Please ensure all the appliances are switched off and the gas is turned off at the cylinder before retiring at night and before driving. **To turn the gas off at the cylinder, turn the black knob on the regulator clockwise.** Turning this black knob anti clockwise turns the gas on.
3. Only use the appliances and facilities whilst the vehicle is parked on level ground, with the handbrake on. You may operate the fridge whilst the vehicle is moving.

4. Before starting to drive the van, always ensure the electrical supply is disconnected.
5. Please always ensure the table top is carefully stowed and held in place to ensure it remains safely secure should you need to brake unexpectedly.

11. BREAKDOWN AND VEHICLE MAINTENANCE

All faults or damage must be reported immediately or at the latest on return of the vehicle.

The hirer will take all reasonable steps to properly maintain the vehicle whilst on hire including checking oil and coolant levels, tyre pressures and batteries.

The hirer acknowledges that Minty VW Camper Hire will reimburse the hirer for expenditure up to the amount of £50 reasonably incurred. Valid receipts must be provided on return of the vehicle for reimbursement.

The hirer will be liable for any costs associated with the incorrect use of fuel.

24 hour Roadside Assistance is provided under the hire contract. The hirer may instruct repairs to the maximum value of £50.

12. RESPONSIBILITY WHEN AN INCIDENT OCCURS:

In the event of any accident, loss or damage arising out of the use of vehicle including damage to a third-party vehicle, the hirer will:

- Report any traffic accident involving the camper to the police (and us) immediately and report loss, damage or theft involving the camper to the police (and us) within 24 hours of the incident or discovery of the incident.
- Obtain the names and address of third parties and any witnesses, car registration numbers, together with all the details of the accident, time, place, how it came about, damage to vehicles etc. If you have a camera, take photos of the scene. Please do not move the vehicles before the police arrive, as long as keeping them in situ is a safe thing to do.
- Not make any admittance of liability or make a settle offer to other parties.
- Assist Minty VW Camper Hire in handling any claim arising from the event
- Acknowledge that the excess or other amount due in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period, regardless of which party is at fault.
- Will pay any costs relating to a change of vehicle as a result of an incident regardless of which party is at fault.

- Accept that no security deposit/excess will be refunded until the claim is settled.

An accident or theft report form must always be completed and submitted to us when you return the camper or within 3 days of return of the vehicle, containing all the above information, plus diagrams if possible. In the event of theft, you must return the keys to us where possible. You agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings, providing evidence and attending court if necessary, arising out of any loss of or damage to the vehicle.

13. VIOLATION OF TRAFFIC LAWS AND REGULATIONS

Driver(s) are personally liable for all legal penalties and fees pertaining to any traffic violation infringements under the current Road Traffic Legislation applicable in the United Kingdom including Northern Ireland and the Republic of Ireland.

Minty VW Camper Hire will contact the customer after the rental agreement finishes if any traffic violation infringements are presented to Minty VW Camper Hire for your hire period. The driver(s) will be liable for any penalties and fees pertaining to any traffic violation that has been incurred during their hire period.

Minty VW Camper Hire will notify the driver(s) of any speeding or parking fines and an administration charge of £45 for each infringement incurred throughout the hire period which the hirer is liable for.

14. DRIVING IN MAINLAND EUROPE

There is an additional charge of £15 per day to travel outside Mainland UK and you will be in breach of these terms and conditions should you take the camper outside Mainland UK without prior agreement.

Travel is permitted to the following countries:

Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hungary, Ireland including Northern Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland.

Travel outside of these countries will be in breach of your terms and conditions and you will not be covered by any insurance. Please check your route carefully.

All road tolls in European countries are payable by the hirer, in the event that a toll has not been paid, a £45 administration fee will be charged for processing the relevant paperwork and the toll will remain the hirers responsibility.

15. SMOKING:

- Smoking is not permitted in the vehicle. Minty VW Camper Hire reserves the right to impose additional cleaning charges should smoke be detected in the vehicle.

16. PETS:

- Animals are not permitted in the vehicle. Minty VW Camper Hire reserves the right to impose additional cleaning charges should pet hair be detected in the vehicle.

17a. CANCELLATION BY MINTY VW CAMPER HIRE

Minty VW Camper Hire reserve the right to cancel a reservation before or at the proposed commencement of hire as follows:

- Hirer is in breach of any term in this agreement.
- The hirer obtained the vehicle through fraud or misrepresentation.
- If any statement, representation or warranty made by the hirer in respect to himself or additional drivers is incorrect.
- In the event of a mechanical issue.

Liability is limited to the refunds of all monies paid by the hirer. No compensation is available whatsoever for additional arrangements booked by hirer.

17b. CANCELLATION BY HIRER

In the event of a cancellation by the hirer the following charges shall be incurred:

- 1 weeks prior to rental: 100% of total hire charge.
- 2 weeks prior to rental: 75% of total hire charge.
- 3 weeks prior to rental: 50% of total hire charge.
- 4 weeks prior to rental: 25% of total hire charge.
- no show on agreed date: 100% of total hire charge.

An administration fee of £45 will be charged on the processing of any refund.

Customers are advised to check their own travel insurance policy in the event of a cancellation by the hirer.

18. COMPLAINTS

Complaints must be conveyed upon return of the camper. Minty VW Camper Hire will endeavor to investigate all complaints in a timely manner and to the satisfaction of the hirer. Ramifications of complaints will be limited to a partial refund of fees as seen appropriate by Minty VW Camper Hire.

19. OUR LIABILITY TO YOU

We will only be liable for any loss or damage suffered by you or any member of your party or to your or their property, where such loss or damage is due to our negligence.

To the extent permitted by law and except in the case of personal injury or death resulting from our negligence, the maximum limit of our liability to hirers, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be the price agreed to be paid by you for the right to use the camper for the period agreed.

20. GENERAL SAFETY

Please take all precautions to protect your own health and safety and that of anyone else in the camper or tent, including the health and safety of persons not in your party that may be affected by your conduct and actions.

Do not leave your children unattended in the camper or tent at any time. Ensure a responsible adult is in the vehicle at all times when the appliances are being used.

Ensure you are aware of the location of safety equipment such as the fire blanket warning triangle, first aid kit, carbon monoxide alarms and fire extinguisher.

21. PRIVACY

The hirer acknowledges and agrees to be bound by our privacy policy. See website for details.

Location Data We collect Realtime vehicle location data using a device that makes use of the Global Positioning System (GPS) and General Packet Radio Services (GPRS) to enable us to remotely track the location of the vehicle. The Information that is collected is entirely none personal data.

The location data helps us to recover the camper if it is stolen and to certify that geographical boundaries are adhered too. The data also informs us if the maximum permitted speed (national speed limit) is exceeded.

The tracking device is a requirement for insurance purposes and by agreeing to these terms and conditions you give Minty VW Camper Hire permission to use the data for the intended purposes.

The hirer must not tamper with the operation of the tracking device or block the device in any way as to render it none operational. Any such action is in breach of the insurance policy conditions and the Terms and Conditions of Hire.

Personal Data When you book your camper, we collect personal information such as your name, email address, home address, telephone number. This allows us to book the campervan and insurance for you. We reveal your identity information to our insurance company. We will not share your information to another company.