

ROAD  *rifter*
R E N T A L S
RENTAL AGREEMENT

VEHICLE: VW T6 CAMPERVAN **REGISTRATION:** CY70 CUX

This Agreement is made between:

1. Waveney Campers (the **'Company'**)
2. _____ of _____ (the **'Hirer'**)

DEFINITIONS

'Waveney Campers'

means Waveney Campers Limited, a company registered in England and Wales (Company no. 10948518) Dove Cottage, Waterheath Road, Aldeby, Beccles, NR34 0DQ

'Customer' 'Driver' 'Hirer'

means the person or persons nominated as the hirer under the Subsection 2 on the Rental Agreement and any person whose credit card is presented in payment of the customer's charges.

'Hire Period'

means the period as stated on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control.

'Vehicle'

means the vehicle as stated on the Rental Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the Vehicle and any replacement or substitute Vehicle which may be provided by Waveney Campers.

'Rental Agreement'

means the document read and signed by the hirer on collection and return of the vehicle. It includes details of 'Customer', 'Vehicle Details', 'Rental Period', 'Collision Damage Waiver', 'Departure Checklist'

'Security Deposit'

means the amount held as security by Waveney Campers in relation to this hire. Waveney Campers will refund the security deposit within 7 working days of the date the campervan is returned back to Waveney Campers. Should any damages exceed the security deposit the customer will be responsible to settle all additional costs over and above the security deposit value.

In the event of any discrepancy between these Terms and Conditions and any other Waveney Campers literature, the provisions of these Terms and Conditions apply.

1. RESERVATIONS

- a. Booked and paid for in full by hirer at time of booking on www.waveneycampers.co.uk/camper-hire as per Rental Agreement. Payment is only accepted by credit or debit cards (Visa or MasterCard only).
- b. Vehicles will not be released without full payment being received.
- c. Vehicles will not be released without valid personal identification and funds for deposits being available on collection. The vehicle will not be released until deposit is paid. Waveney Campers requires site of a full driving licence along with two forms of acceptable proof of current address dated within 90 days prior to start of hire for all named drivers.
- d. A £200 reservation deposit payment is payable to secure dates at time of booking.
- e. A £500 security deposit payment is payable by credit card only on collection.

2. HIRE RATES QUOTED INCLUDE

- a. VAT (20%)
- b. Unlimited mileage
- c. Fully Comprehensive Insurance for UK licence holders for one named driver
- d. Full Breakdown & Roadside Assistance
- e. Electric hook-up cable
- f. Campingaz 907 gas bottle
- g. Full tank of fuel
- h. Additional charges apply for European travel and Festival hire.

3. HIRE PERIOD

- a. 'Hire Period' means the period as stated on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control.
- b. Rental is charged on a calendar day basis, Minimum rental is from 3 days to 7 days depending on the season. Waveney Campers reserves the right to increase the minimum hire period for certain events. Collection is strictly from 10am and return is strictly by 4pm, charges apply for late returns.

4. CUSTOMER / HIRER / DRIVERS

- a. All drivers must be present at check-in and checkout. No exceptions can be made.
- b. Production of a full, valid standard driver's licence along with two forms of acceptable proof of current address dated within the last 60 days prior to hire date is required from all drivers at the start of hire. An online licence check must be completed with the DVLA prior to hire. Should the drivers fail to present all correct documentation and identification on collection of the vehicle then Waveney Campers will be unable to release the vehicle and no refunds can be given.
- c. Waveney Campers may not be able to get cover for any driver with more than 6 points on the licence in the past 3 years. Please contact the office to verify if cover can be arranged.
- d. Drivers are personally liable for all legal penalties (e.g. parking tickets, congestion charges, speeding fines) which are incurred and must ensure the maximum number of travel passengers and maximum permissible weight of the vehicle is not exceeded during the period of hire.
- e. Details of the one additional driver (if applicable) must also be provided on collection of the vehicle.

5. INSURANCE

- a. Fully comprehensive insurance is provided by Waveney Campers to the driver named on the agreement subject to the conditions below;
- b. The Insured Vehicle shall not be let out on hire to or be driven by: -
 - i. Hirers under 23 or over 75 years, (76 to 79 years of age can be agreed with prior approval from our Insurer).
 - ii. Hirers aged 23 or over unless a full valid UK/EU driving licence has been held for 24 months.
 - iii. 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 separate three point speeding offences in the past 3 years may be ignored. "Spent"

convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded. Certain situations can be agreed with prior approval from our Insurer.

- iv. Persons who have had their licence revoked by DVLA due to medical grounds or convictions.
 - v. 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.
 - vi. Persons engaged wholly or partly in professional entertainment or professional sports persons.
 - vii. Jockeys and persons connected with racing of any sort.
 - viii. Undergraduates and/or students under 23 years of age.
 - ix. Persons who, whilst driving, have been involved in more than one accident during the past 3 years.
 - x. Foreign Service Personnel other than persons born in the United Kingdom.
- c. Additional insurance charges may apply if the hirer has an occupation that is deemed to be high risk. 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) or cover any personal possessions. The hire rate quoted includes a standard excess of £500 per incident. In the event of any damage to either the vehicle or third party property, the hirer will be liable for the first excess. The hirer will also be fully liable for all overhead damage*, any damage deemed as gross negligence and replacement or repair of windows and windscreens or tyre damage.

*Overhead damage is deemed as any damage to any part of the vehicle which occurs above 6 feet (1.83 metres) and/or any third party property.

- d. Driving by an unauthorised driver invalidates insurance. It is a criminal offence to drive without insurance in the UK and Ireland punishable by law.
- e. Failure to declare an accident is a criminal offence punishable by law.
- f. The theft of a Waveney Campers vehicle will not be covered by insurance if the ignition keys are left in or on the vehicle whilst unoccupied and the hirer shall be held fully responsible for a replacement vehicle.
- g. Insurance does not cover or include the hirers' personal belongings.
- h. No other hire insurance is acceptable for the rental of a Waveney Campers vehicle.

6. INSURANCE EXTRAS

- a. Additional driver with a UK licence: £12.00 per day.
- b. Convictions with the following codes may not get cover: AC, BA, CD, DD, DR, MS, TT, UT and IN. Please check with Waveney Campers if you wish to insure a driver who has any of these endorsement codes on their licence even if you think they have expired.

7. COLLECTION AND RETURN

- a. Collection and return of the vehicle will be at 58 Yarmouth Road, Blofield, Norwich,, NR13 4LQ; or Dove Cottage, Waterheath Road, Aldeby, Beccles, NR34 0DQ by prior arrangement.
- b. Collection: 10:00am - please allow 30 minutes for the hand-over to complete the documentation and demonstrate the vehicle to you. On site parking is provided for 1 car for the duration of hire (Norwich NR13 4LQ location only). Cars and any belongings left inside the vehicle are left entirely at the owners risk and Waveney Campers can not take any responsibility.
- c. Return: 4:00pm - The vehicle must be returned on the date, and before the time stated, on the rental agreement. There are no refunds for early returns. Vehicles must be returned clean and in the same condition as they left us, otherwise a charge will be made for excessive valeting and or upholstery cleaning. In the case of gross negligence Waveney Campers reserves the right to recover full costs in order to return the vehicle to the state in which it was handed over.
- d. Late return: If you will be late returning, Waveney Campers must be advised immediately. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of £50.00 per hour will be payable for all late returns in 15 minute increments, late returns exceeding 2 hours will be charged at one day's rental cost regardless of the

circumstances. The hirer will also be responsible for any direct costs attributable to their late return, e.g. lost hire for the next hirer.

8. CANCELLATION BY HIRER

- a. Cancellation rate is on a tiered scale:
 - i. More than 8 weeks prior to hire period: 100% return of hire charge/deposit
 - ii. 8 weeks to 4 weeks prior to hire period: 50% return of hire charge/deposit
 - iii. 4 weeks prior to hire period to no show: 0% return of hire charge/deposit
- b. Cancellation administration fee of £25 will be charged.

9. CANCELLATION BY WAVENEY CAMPERS

- a. Waveney Campers reserve the right to cancel a reservation before or at the proposed commencement of hire as follows:
 - i. Named Driving License is not produced or valid in accordance with stated conditions (Section 4b)
 - ii. Failure to provide funds for deposit payment (Section 1e)
 - iii. Over occupancy of vehicle in accordance with the provision of seatbelts
 - iv. Address on the driving licence does not match the billing address. Additional proof of ID is required.
 - v. Hirers from outside UK must provide a valid passport and driving licence as proof of ID
 - vi. Due to operational issues affecting rental fleet
- b. No compensation available for additional arrangements booked by hirer (event tickets etc.)
- c. Waveney Campers reserve the right to refuse to hire to any person, without stating cause.

10. RIGHT TO CHANGE OF VEHICLE

- a. Every effort will be made by Waveney Campers to ensure you receive the campervan type ordered. However, Waveney Campers reserves the right to change your campervan type in the event of an operational issue. A full refund will be offered if the alternative campervan is not acceptable.

11. SECURITY DEPOSIT

- a. There is a refundable £500 Security Deposit payable by credit card or debit card, the amount will be debited from your account immediately. This is fully refundable within seven days of return of the vehicle to the agreed location, on the agreed date and time, in the same condition as it was let out, with the toilet and grey water tank empty, the interior clean including all cooking appliances and the fuel tank.
- b. Waveney Campers reserves the right to increase the security deposit for licence endorsements and specific events e.g. Major football events and Festivals as determined by the insurers.
- c. This security deposit will be used to fund any loss or damage whatsoever to equipment, fixtures, fittings, windows, tyres or negligent damage to the vehicle.
- d. The hirer agrees to pay Waveney Campers any additional costs over and above the security deposit value should damages exceed the security deposit value.
- e. A cleaning fee of £50 will be charged against the deposit if the vehicle is not returned with the interior in a clean condition or smoking in the vehicle.
- f. An additional fee of £25 will be charged against the deposit if the toilet and waste tank are not emptied prior to the return of the vehicle.

Please note there are no toilet cleaning facilities at any of Waveney Campers depots so toilets and waste tanks must be cleaned prior to returning the campervan.

12. EUROPEAN TRAVEL

- a. European cover (£12 per day) is mandatory and you will be in breach of these terms and conditions should you take a vehicle into Europe without prior notice.
- b. European cover excludes Scandinavian and Eastern European Countries. The following Countries are covered by the European cover;

- i. Andorra
- ii. Austria
- iii. Belgium
- iv. France
- v. Germany
- vi. Italy
- vii. Ireland
- viii. Luxembourg
- ix. Netherlands
- x. Portugal
- xi. Spain
- xii. Switzerland

Travel outside of these countries listed above will be in breach of these terms and conditions and you will not be covered by any insurance.

13. HIREABLE EXTRAS

- a. Other hireable extras available for the duration of hirers' stay in a Waveney Camper are listed on our website. Alternatively, please contact our office for full details.

14. CREDIT AND DEBIT CARD PAYMENTS

- a. We accept Visa and MasterCard debit or credit cards only
- b. The customer irrevocably authorise Waveney Campers to complete any documentation and to take any other action to recover from my credit or debit card issuer all amounts due pursuant to this Agreement, including any amounts due in respect to damage to the Vehicle or to property of a third party and all other additional charges as they are incurred (including all parking and traffic infringement penalties, road toll fines, congestion charges, and associated administration costs);
- c. The customer will not dispute liability to Waveney Campers for any amount due under this agreement and shall indemnify and keep indemnified Waveney Campers against any loss incurred (including legal costs) by reason of notifying my credit or debit card issuer of such dispute;

15. USE OF THE VEHICLE

- a. During the rental period, the hirer will not and will not allow the Vehicle to be;
 - i. Driven otherwise than in a cautious, prudent and normal manner;
 - ii. Used in a manner which could cause damage;
 - iii. Driven in a prohibited area;
 - iv. Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
 - v. Left with the ignition key in the vehicle while it is unoccupied;
 - vi. Driven by persons:
 1. Under the age of 23 years (without prior approval);
 2. Who is not authorised by law to drive the Vehicle. Particulars of a proposed licensed driver of the Vehicle are set out under the heading 'Hire's name/ contact' on the Rental Agreement.
 - vii. Damaged by submersion in water or contact with Salt Water;
 - viii. Used for any illegal purpose for any race, rally or contest;
 - ix. Used to tow any vehicle or trailer;
 - x. Used to carry passengers or property for hire or reward;
 - xi. Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on

the Vehicle or specified in this agreement;

- xii. Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material;
- xiii. Attending a festival or major sporting event without notifying Waveney Campers;
- xiv. Driven on any road surfaces other than on sealed / bitumen roads or suitable caravan sites;
- xv. Otherwise used in breach of my obligations under this Agreement.

16. VEHICLE SYSTEMS

- a. Waveney Campers will carry out a full Pre Checkout Inspection (PCI) on every vehicle before the commencement of hire.
- b. The PCI involves testing every system on board the vehicle to ensure they are operating correctly. In conjunction with this the hirer will be taken on a tour of the vehicle and shown how each system works. Should an onboard system fail during your hire, Waveney Campers will make every effort to remedy the fault whilst you are away but in some circumstances this may not be possible and Waveney Campers cannot be held responsible and will not refund any monies should a loss of service be encountered.
- c. No alterations or additions to the Vehicle should be made without the prior written consent of Waveney Campers.

17. VIOLATION OF TRAFFIC LAWS AND REGULATIONS

- a. 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 and Europe.
- b. Waveney Campers will contact the customer after the rental agreement finishes if any traffic violation infringements are presented to Waveney Campers 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.
- c. Waveney Campers will notify the driver(s) of any speeding or parking fines and an administration charge of £40 for each infringement incurred throughout the hire period.

18. BREAKDOWN

- a. 24 hour Roadside Assistance is provided under the hire contract. The hirer may instruct repairs to the maximum value of £50. Waveney Campers must be notified by telephone on 01603 940484 for repairs in excess of this amount. Reimbursement will be made only on production of valid VAT receipts. No responsibility can be accepted by Waveney Campers for any loss or damage or expense which occurs as a result of any defect or breakdown unless it is due to a proven reason of the operator's failure to adequately maintain the campervan in a fit state and condition.

19. ACCIDENT RESPONSIBILITY

- a. In the event of any accident, loss or damage arising out of the use of the vehicle, the hirer must notify Waveney Campers within 24hrs of the happening of the event, ideally immediately the accident occurs. No responsibility can be accepted by Waveney Campers for any loss or damage or expense which occurs as a result of any accident.
 - i. Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;
 - ii. Complete an accident report form as supplied;
 - iii. Not make any admission of liability to other parties, settlement offer or other offer;
 - iv. Assist Waveney Campers in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.
- b. 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.
- c. The hirer is liable for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault.
- d. No security deposit or insurance excess will be refunded until the claim is settled.

20. CONDITIONS OF HIRE

- a. The rental agreement is the sole contract for hiring the vehicle between Waveney Campers and the hirer(s), driver(s)

and/or passenger(s)

- b. Waveney Campers take no responsibility for any delay, loss, damage or injury that a hirer might experience no matter how it is caused or by whom.
- c. These conditions cannot be varied or altered or waived by any employee or representative of Waveney Campers or by anyone providing services or facilities.
- d. Waveney Campers cannot be bound by any representative or statement unless it is confirmed in writing by Waveney Campers' management.

21.COMPLAINTS

- a. Waveney Campers are contactable on 01603 940484 (10am - 4pm, Tuesday - Saturday) throughout the rental period. All faults, damage or complaints must be reported immediately on this number or at the latest on return of the vehicle. In the event that a complaint is not satisfactorily resolved upon return, the hirer must inform Waveney Campers in writing within 14 working days. *You will be provided with an out of hours number to use outside of the above stated times.*

22.PRIVACY

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

23.DATA PROTECTION ACT

- a. The information that you have provided to Waveney Campers will be used to fulfil this contract placed with us. We will not pass this information onto any other organisation outside Waveney Campers other than to our insurer.