

Cornish Campers Ltd. Terms & Conditions for Vehicle Hire

Definitions

'The Vehicle' = The VW Camper Van

'This Agreement' = Cornish Campers Ltd. Terms and Conditions

'Rental Agreement' = Document listing terms of rental which hirer must adhere to

'The Customer/Hirer' = The person or persons signing this agreement

'Security Deposit' = £500 which is equal to the insurance excess fee

1) Booking and Payment Details

- a. Customers must send a completed booking form to Cornish Campers Ltd., a signed copy of these terms and conditions and a completed insurance form (using the online process or by forwarding a hard copy) together with a non refundable booking deposit of £150, payable by cheque or credit/debit card.
- b. The balance of the hire charge is due 28 days (4 weeks) before the first day of hire.
- c. Before customers can depart with the Vehicle on their day of hire, they must review and sign the Rental Agreement on arrival.
- d. By signing the Rental Agreement customers accept the conditions set out in the document which include, but are not limited to, conditions with regards to 'Your Responsibilities', 'Conditions for Using the Vehicle', 'Charges', 'Insurance and Collision Damage Waiver Fee', 'Maintenance' and 'Collection and Delivery of the Vehicle'.

2) Driver Age

All drivers must be aged between 25 and 70.

3) Collision Damage Waiver Fee

A collision damage waiver fee (CDW) is optional and available for all vehicles at an extra daily cost of £10 (£70 per week). For short breaks there is a minimum payment of £50 required. This extra fee will eliminate the full £500 excess fee to be paid by you in the event of a collision.

There is also an option to pay £5 per day (£35 per week) or £25 for short breaks, which would reduce the excess fee to be paid by you in the event of a collision to £250.

Neither the CDW or insurance applies to windscreens, windows, wheels, tyres, the underside of the vehicle, the roof or the interior of the van, towing charges, where the van is driven off road or on unsurfaced roads or without due care and attention, negligently, recklessly or where the driver is under the influence of alcohol or other drugs. Your liability to pay the cost of the damage will therefore not be waived in these cases and you may be liable for the full cost.

4) Fuel Policy

All vehicles are supplied with a full tank of fuel at the start of the hire. Customers must return the vehicle with a full tank of fuel. Customers that return the vehicle with the fuel tank either empty or part full will be charged for the missing fuel at the end of the rental at the locally determined price, along with a fuel collection fee of £15. This can either be deducted from the Security Deposit or paid up-front.

5) Payment

Payment is preferred by UK debit card (Switch, Solo, Maestro, Visa, Electron, issued on UK banks only) or credit card (Visa, Mastercard). All rental charges are to be paid in full by credit or debit card 28 days before the first day of hire. Cheques are accepted, although they are not a preferred method of payment.

6) Security Deposit

- a. On taking delivery of the Vehicle, customers must pay the £500 refundable Security Deposit. This deposit is taken as security to cover the possibility of damage, whether negligent, wilful, accidental or otherwise, loss to the van or the fixtures and fittings therein or the living equipment and windows, wheels, tyres etc included with the van.

- b. The customer must irrevocably authorise Cornish Campers Ltd. to deduct from the Security Deposit any amounts due by the customer to Cornish Campers Ltd. arising out of this Agreement.
- c. The security deposit will be refunded within 5 working days of the vehicle being returned on time, to the correct location, undamaged, with a clean interior, a full fuel tank and with all equipment in place and intact. We reserve the right to retain a £100.00 valeting fee if the Campervan is not returned with the interior in a clean condition.
- d. The remainder of this security deposit will be returned to the hirer once the damage/loss has been paid for.

7) Driving Licence and Identification Required

- a. On collection of the vehicle customers driving the vehicle must present both parts of their valid UK/EU Driving Licence in person and with proof of their current address. No copies of licences will be accepted.
- b. Drivers aged between 25 & 70 must have held a full driving licence for at least 2 years.
- c. Licence endorsements up to 6 points are accepted.
- d. Additional drivers must present a valid driving licence (both parts of new UK/EU licence are required).

8) Collection/Delivery and Return of the Vehicle

- a. The Vehicle will be supplied in a clean condition and in sound working order in accordance with the Departure Checklist. Customers must sign to acknowledge this (The Rental Agreement will be produced for signature prior to departure).
- b. Customers must comply with the collection and delivery times as set out in the Rental Agreement.

9) Rental Payment Terms

When paying by credit card customers must agree to the following:

- a. Cornish Campers Ltd. is authorised to complete any documentation and to take any other action to recover from the customer's credit card issuer all amounts due by the customer in accordance with this Agreement, including but not limited to, any amounts due in respect of 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 and associated administration costs).
- b. Customers will not dispute their liability to Cornish Campers Ltd. for any amount due under this agreement and shall indemnify and keep indemnified Cornish Campers Ltd. against any loss incurred (including legal costs) by reason of notifying my credit card issuer of such dispute.
- c. In the event that Cornish Campers Ltd. elects to accept payment of the Security Deposit by holding an open security payment which will be cancelled at the completion of the Rental Period, the customer must agree that Cornish Campers Ltd. is entitled to recover payment from their credit card in respect of any amounts due which were not known at the time of cancelling the open security payment
- d. All transactions under this agreement are conducted in Pounds Sterling. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against credit cards and the amount refunded within 7 days after the expiration of the rental period. The customer must release Cornish Campers Ltd. from any liability for such variation.

10) Rental Payment Terms

When the customer books online they accept the conditions set out below:

- a. The vehicle will be available on time and on the day it was requested
- b. If the customer does not arrive to collect the reserved vehicle on the day and at the time it was reserved no refunds will be made.
- c. If the customer fails to pay the full cost of rental 28 days prior to hire then the booking will be cancelled (the initial booking deposit is non-refundable).
- d. By booking online and accepting these Terms and Conditions you consent to Cornish Campers Ltd. applying charges to your credit or debit card account. You will not be required to make the excess deposit payment or pay for any possible additional rental costs until you collect your vehicle.

11) Terminating the Agreement

The customer acknowledges that Cornish Campers Ltd. may terminate this Agreement and repossess the Vehicle at any time, without notification to the customer, and that the customer will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

- a. They are in breach of any term of this agreement.
- b. They have obtained the Vehicle through fraud or misrepresentation.
- c. The Vehicle appears to be abandoned.
- d. The Vehicle is not returned on the agreed return date or Cornish Campers Ltd. reasonably believes that the Vehicle will not be returned on the agreed return date.
- e. Cornish Campers Ltd. considers, on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered.
- f. The customer understands that in the event of such termination or repossession, they have no right to a refund of any part of the rental charges or the Security Deposit.

12) Cancellation Charges

- a. The booking deposit of £150 is non-refundable.
- b. Cancellation within 28 days of the first day of hire and the customer will not be entitled to a refund.
- c. In the event of cancellation, booking deposits are not transferable to alternative hire dates.
- d. If appropriate identification and/or the necessary payment/deposit are not produced at the time the Vehicle is to be collected or the Terms and Conditions are not adhered to in any way then the rental cannot proceed and the cancellation policy will be enforced.
- e. Cancellations may only be made by contacting Cornish Campers Ltd. by phone or in writing.
- f. In the event that your vehicle is unavailable for reasons out of our control, such as the vehicle has been involved in an accident prior to your agreed collection time of the vehicle, then we will endeavour to have a replacement vehicle in place. If a replacement vehicle is unavailable then we will refund all monies including your initial booking fee of £150.

13) Rental Period

- a. The customer will have the vehicle for the rental period shown in the Reservation Confirmation and on the final page of the Rental Agreement.
- b. If the vehicle is not returned on time, or if the customer does not contact Cornish Campers Ltd. requesting an extension of the rental then the conditions of this agreement have been broken.
- c. Cornish Campers Ltd. will charge the customer for every day or part-day that the vehicle has not been returned. Until Cornish Campers Ltd. receive the vehicle the customer will be charged the daily rate specified on the rental agreement.

14) Release and Indemnity of Cornish Campers Ltd.

- a. Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, the customer must release Cornish Campers Ltd. from any liability to the customer (regardless of who is at fault) for any loss or damage incurred by the customer by reason of this Agreement, including but not limited to:
 - Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for the customer's purpose.
 - Any loss or damage to any property left in or on the Vehicle or in Cornish Campers Ltd.' premises or recovered or handled by Cornish Campers Ltd..
- b. Subject to any insurance arrangements agreed with Cornish Campers Ltd., I hereby indemnify and shall keep indemnified Cornish Campers Ltd., its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the Vehicle.

15) Rental Agreement

- a. The customer will be asked to sign a Rental Agreement upon collection of the vehicle and the terms of the Rental Agreement can be found in the box below. The Rental Agreement must be signed before a customer can depart so please review them prior to your departure.

16) Privacy Policy

- a. During the enquiry and reservation process Cornish Campers Ltd. will collect personal information, including but limited to, your name, e-mail address, postal address and telephone number. This information is necessary for booking and for insurance purposes. We may use this information to notify you of any news you may be interested in regarding Cornish Campers Ltd.. None of your personal information will be passed on to any third party companies (other than the insurance company that Cornish Campers Ltd. uses). Payment details including credit and/or debit card numbers, card expiry date and security code will be processed through a secure system.