

Terms and Conditions of Hire

Please read this document carefully before you complete your booking as it contains the information you need to know about your rental. If there is anything you do not understand or agree with then please speak to a member of our team prior to booking.

The company name is West Country VW Camper Hire which is a part of Tux Transport Ltd, Rose Lawn Farm, 27 Church Path, Meare, Glastonbury, Somerset. BA6 9TH. This is the collection and return address, 'the address'.

In accordance with these Terms and Conditions of Hire ("**T&Cs**") we will have an obligation to rent the vehicle as specified in the booking form (including all accessories and equipment) ("**Vehicle**") to you (being the person named on the Booking Form (as defined below) and who accepts the Rental Agreement (as defined below)) for the period of time that is specified in the Booking Confirmation Email (as defined below) (the "**Hire Period**").

The relationship between you and us is governed by these T&Cs together with the completed booking form, the Booking Confirmation E-mail and the vehicle condition report (together the "**Rental Agreement**"). The Rental Agreement is a legally binding contract between us and will govern your use of the Vehicle during the Hire Period. You will be asked to sign these T&Cs and the vehicle condition report when you collect the Vehicle. In the event of any conflict between any of the documents comprising the Rental Agreement then these T&Cs will take priority.

If any provisions of the Rental Agreement are found by a court or relevant authority to be unlawful, invalid or unenforceable, the remaining provisions shall not be affected and shall remain in full force and effect. The laws of England and Wales shall apply to the Rental Agreement and in the event of any disputes we submit to the exclusive jurisdiction of the courts of England and Wales.

Booking

To request to reserve a vehicle for hire from us you must:

1. fully and accurately complete the online booking form at www.westcountryvwcamperhire.co.uk and submit this to us via our online portal (the "**Booking Form**");
2. confirm your acceptance of these T&Cs; and
3. pay us a booking deposit of £150 online via www.westcountryvwcamperhire.co.uk or BACS transfer (the "**Booking Deposit**").

If your request to reserve a vehicle for hire is accepted by us, we shall send you an e-mail confirming this (the "**Booking Confirmation E-mail**"). If for any reason, we cannot accept your request to reserve a vehicle we will return the Booking Deposit to you by an online credit or by BACS transfer within 2 working days of receipt of your Booking Form and receipt of your bank details.

Booking Requirements

To hire the Vehicle, you and all drivers must be over 23 years of age and under 75 years of age (over 75 will be referred to the insurance underwriters), in good health and have a full valid UK or EU driving licence for the entire Hire Period which you and each driver must have held for at least two years prior to the commencement of the Hire Period. You and each driver must not have more than six penalty points, have had motor insurance declined and or had more than one no fault motor incident in the three years prior to the commencement of the Hire Period. You will be required to provide 2 proofs of address and Driving licence for you and any additional drivers on the Booking Form. We will send you an e-mail in the week of the hire asking you to provide us with a DVLA code to check the driving licences of all drivers including you. You will also need to bring all original driving licences for inspection by us when collecting the Vehicle.

We can only permit a maximum of 2 drivers, including you, per hire.



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In addition to driving licences, upon collection of the Vehicle, we will also need to see original photographic proof of identification for each driver such as passport and two forms of proof of address (including one utility bill and either a council tax bill, TV/internet/phone bill or a bank statement or credit card statement or mortgage statement, all of which must be dated less than 90 calendar days before the commencement of the Hire Period and bear the same address as the applicable drivers' address). By submitting the Booking Form you agree to us conducting appropriate identity, security, driving licence and credit checks against you and additional drivers.

We reserve the right to refuse to hire the Vehicle to anyone who fails any of our checks.

Choice of Vehicle

If for any reason we are unable to provide the Vehicle, we will try to provide you with a suitable comparable or superior alternative. If we are unable to provide an alternative vehicle, we will refund all of the Booking Fee and Hire Charges which you have paid to us but we will not be liable for any losses you may suffer as a consequence of this.

Cancellation

If you cancel your booking with us any time after we have sent the Booking Confirmation Email to you, you will have to pay us the following cancellation fees:

| Period prior to start of the Hire Period | Cancellation Fee |
|---|---|
| Between the date of the Booking Confirmation Email and 43 calendar days | 100% of the Booking Deposit |
| Between 42 and 8 calendar days | 50% of the Hire Charges (as defined below) |
| 7 calendar days or less | 100% of the Hire Charges (as defined below) |

If following cancellation by you of your booking and payment of the Cancellation Fee we are able to secure another booking for the vehicle for the Hire Period you booked, we will refund to you the Cancellation Fee you have paid less a fee of £50 for the administration costs we incur.

Hire Period

The agreed Hire Period will be set out in the Booking Confirmation E-mail. If you wish to extend the Hire Period then please contact us. You must collect and return the Vehicle at the start and end of the Hire Period as described in these T&Cs.

Hire Charges (All prices include VAT at the current rate)

The total price for the hire of the Vehicle will be stated on the Booking Confirmation E-mail (the "**Hire Charges**"). The Hire Charges (less the Booking Deposit) must be paid in full 42 calendar days to us before the start of the Hire Period by BACS transfer. If you fail to pay the Hire Charges by this time, then we can cancel your booking and charge you a Cancellation Fee as set out in the table above under Cancellation.

Security Deposit



In accordance with our insurance policy requirements, you will need to pay a security deposit of £750 (the “**Security Deposit**”) to us in cash or by credit / debit card prior to collection of the Vehicle. The deposit amount may vary for drivers over 75 upon referral to the insurance underwriters.

We will return the Security Deposit to you upon the safe return of the Vehicle to us at the return address in the condition in which it left our premises. We will be entitled to deduct from the Security Deposit any costs we incur:

1. in repairing the Vehicle for damage which happens during the Hire Period which is not otherwise covered by our insurance.
2. for special cleaning due to inappropriate use of the Vehicle or to restore it to its pre-rental condition, allowing for fair wear and tear.
3. for re-fuelling the Vehicle to the level at the start of the Hire Period as stated on the vehicle condition report including a refuelling fee of £20.
4. replacement keys and locks if these are damaged or lost during the Hire Period.
5. any excess we may incur in relation to a claim against our insurance up to maximum of £750 or where the insurance claim arises from loss or damage as a consequence of cooking, misuse and or heating the Vehicle then up to 25% of the insurance claim; and or
6. for any road tolls or fines for charges arising from traffic or parking offences during the Hire Period.

We shall also deduct any Late Collection Charges and or Late Return Charges (as defined below) from the Security Deposit.

If the Security Deposit does not fully cover these costs, you will be responsible for paying the additional amounts we incur.

Insurance and Liability for Damage, Loss or Theft

We will insure you and any additional drivers authorised by us to drive the Vehicle.

If we need to make an insurance claim relating to damage, loss or theft of the Vehicle during the Hire Period (excluding damage or loss resulting from cooking or heating), you are responsible for a £750 excess which is due for each and every incident and includes loss or damage to equipment, fixtures and fittings or to third party property. The excess applies in respect of each claim we have to make. We reserve the right to deduct this from your Security Deposit.

If we need to make an insurance claim relating to damage or loss to the Vehicle during the Hire Period resulting from cooking or heating the Vehicle, you are responsible for the first 25% of such claim.

The insurance does not apply to windows, wheels, tyres, the underside, the roof and the interior of the Vehicle, towing charges, or where the Vehicle 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. In these circumstances you will be liable to us for the full cost of the damage.

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. WE ALSO ADVISE YOU TO TAKE OUT A COLLISION WAIVER DAMAGE INSURANCE POLICY.

Our Liability to You

We will not be responsible for losses you have suffered as a result of us breaching the Rental Agreement where such losses are not within and your contemplation at the time the booking was made. We are not responsible for any indirect losses (such as loss of profits, loss of enjoyment or loss of opportunity). Nothing in these T&Cs reduces your statutory rights relating to a refund (if any).

We are not responsible for any damage in connection with any accident or breakdown caused by you, nor are we responsible for any loss from the Vehicle.



Collection and Return of the Vehicle

You are required to collect the Vehicle from the address and at the time stipulated by us in the Booking Confirmation E-mail. If you are going to be late then please telephone us to let us know as soon as you become aware. We reserve the right to charge you a waiting fee of £40 per hour if you collect the Vehicle later than the agreed time without our agreement (the “**Late Collection Charges**”).

When you arrive to collect the Vehicle, please ensure that you allow at least one hour for us to show you around the Vehicle, how to operate the cooker, sink, fridge, roof, camping gas, (grill and heater where available), water storage and other accessories, to brief you on our health and safety guidelines and complete the vehicle condition form. Any damage to the Vehicle at the time of collection will be noted on the vehicle condition form.

You will be required to sign a Hire agreement and Vehicle Check sheet on collection of the vehicle.

You may park your car at our premises whilst you are using the Vehicle during the Hire Period but you 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.

You are required to return the Vehicle to the address and at the time stipulated by us in the Booking Confirmation E-mail. If you are going to be late then, please telephone us to let us know as soon as you become aware. We reserve the right to charge you a waiting fee of £40 per hour if you return the Vehicle later than the agreed time without our prior agreement (the “**Late Return Charges**”). We will not refund the Hire Charges if the Vehicle is returned to us early irrespective of the circumstances.

You must return the Vehicle in the same condition you received it, excepting fair wear and tear. We will inspect the Vehicle with you upon return to agree any damage and complete the vehicle condition form.

Use of the Vehicle

You are permitted to use the Vehicle in the England, Wales and Scotland. You may take the Vehicle to Europe or to Northern Ireland by prior arrangement when a £25 fee for a Vehicle on Hire Certificate will be charged.

You must exercise all reasonable care and skill when using the Vehicle and comply with all laws and regulations for using it. You must drive the Vehicle in accordance with the road traffic laws. You must lock the Vehicle when not using it, including when refuelling.

You should not overload the Vehicle, push or tow and trailer or other vehicle with the Vehicle, use the Vehicle for crime or illegal activity, use the Vehicle for hire and reward and or use the Vehicle off-road.

One well behaved dog will be allowed at our discretion. A cleaning charge of £25 will be made.

Camping gas

We provide camping gas for the cooker and BBQ (where hired). We will meet the cost of one additional cylinder of gas replaced by you during the Hire Period on production of a valid VAT receipt. We will not pay for an incorrect size or make of gas cylinder and we will charge you £70 for replacing the incorrect size or make of gas cylinder.

Smoking

It is illegal to smoke inside the Vehicle and you will be liable for any damage or smoke contamination caused to the Vehicle including any costs we incur in cleaning this.



Breakdown

In the event of the Vehicle suffering a mechanical breakdown we will provide recovery or repair services. You should follow the instructions provided in the Vehicle.

If the Vehicle cannot be repaired within a reasonable period of time, then we will provide a replacement vehicle if possible and subject to availability. Where a replacement vehicle is not available, we will be responsible for your reasonable and foreseeable costs and expenses arising from the breakdown unless this was caused by your negligence. Our liability is limited to either replacing the Vehicle for the remaining Hire Period or refunding the Hire Charges for any days you lose using the Vehicle during the Hire Period.

Tracking Equipment

The Vehicle is fitted with a real time geo-location tracking device. This may be used by us at our discretion to assist to locate the Vehicle in case it is stolen or not returned or to locate the Vehicle in the case of an accident or breakdown. Should you not use the Vehicle in accordance with these T&Cs then we shall be entitled to demobilise the Vehicle remotely. If the vehicle has been stolen during the hire period, you must call us immediately on the numbers provided.

Personal Information

By accepting these T&Cs and submitting the Booking Form you expressly agree to us using and transferring your personal information for as long as the law allows us follows:

Using your personal information in order to:

1. request and administer the booking;
2. carry out identity, security, driving licence and credit checks; and
3. send you information about similar goods or services which we think will be of interest to you but we will not share your personal information with any third party for use for marketing purposes. You can opt out of any marketing by contacting us.

Sharing your personal information with:

1. our insurers.
2. enforcement authorities such as the Police or local authorities.
3. third parties for identity, security, driving licence and credit checks; and
4. third parties acting on our behalf in any claims and collection administration.

By signing the Hire agreement and Vehicle check sheet, you agree that you have read, understood and agree to these Terms & Conditions of Hire. You further agree to be bound by the terms and conditions of the insurance which you have seen and read or have had the opportunity to see and read.

