



# TERMS & CONDITIONS

Please read these terms and conditions carefully before you submit your order to us. These conditions tell you who we are, how products will be provided to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these conditions, please contact us to discuss.

## 1. DEFINITION OF TERMS

**“Agent”**: Vanlife Hire Ltd a company registered in England and Wales with company number 12447513

**“Booking”**: the reservation of the Campervan including the administration involved in documenting the reservation, and all other matters arising from and related to the reservation.

**“Booking Confirmation Email”**: the email which will be sent by the Agent to the customer as soon as possible following receipt of the Booking and the Deposit. This will detail the Owners contact details

**“Booking Announcement Email”**: the email which will be sent by the Agent to the Owner as soon as possible after the Booking. This will detail the Customer’s contact details.

**“Booking Dates”**: the dates for which the Booking is made, and which will be in the Booking Confirmation Email.

**“Booking Fee”**: the total sum payable by the Customer for the Booking.

**“Booking Information”**: all relevant information for the Booking requested by the Agent from the Customer and any other information reasonably requested by the Owner

**“Deposit”**: 50% of the Booking Fee

**“Owner”**: the owner of the Campervan whose details will be provided in the Booking Confirmation Email to the customer

**“Remaining fee”**: the Booking Fee minus the Booking Deposit.

**“Security Deposit”** the refundable amount needed to be paid by the Customer to the Owner for insurance purposes

**“Customer”** is the person intending to hire one of our campervans.

**“Website owner”** is Vanlife Hire Ltd.

**“Hire service”** relates to Vanlife Hire Ltd hiring out one of their campervans to the customer.

**“Rental agreement”** is the document signed by the vehicle owner and the customer when providing hire services.

1.1 We are the Agent in these conditions, and you are the Customer.

1.2 We are acting as agent on behalf of the Owner.

1.3 The Owner is responsible for the Customer’s stay and the contractual relationship is between the Owner and the Customer.

## **2. BOOKING & PAYMENT**

2.1 Customers will provide information and a non-refundable 50% deposit payment on booking.

2.2 Upon receipt of a Deposit from the Customer the Booking Dates will be held, and an email confirming the Booking will be sent by the Agent to the customer within 24 hours including the Owner's contact details. The Customer will be asked to contact the owner to arrange pre-licence checks and handover.

2.3 An email will also be sent by the Agent to the Owner to inform them of the booking containing the name and contact details of the Customer.

2.4 Customers will pay the Remaining Fee at least 14 days before the Booking Dates commence.

2.5 Where the Booking Dates are less than 14 days from the date upon which the customer makes a Booking, the whole Booking Fee will be payable by the Customer.

2.6 If the Customer fails to pay the Remaining Fee on time, the Booking will be cancelled and the Deposit will be forfeited.

2.7 The Booking fee includes use of the Campervan for the Booking Dates, Mileage (up to 200 miles per day), insurance and breakdown cover (insurance subject to conditions)

2.8 There are optional extras available from the Owner that are bookable and charged directly from the Owner

2.9 The Customer acknowledges and agrees that the Agent will share the Customer's contact details to the Owner on Booking for the purposes of the Owner communicating with you about the Booking.

## **3. SECURITY DEPOSIT**

3.1 The hirer will be invoiced for a security deposit by the owner, which must be available as cleared funds by the collection date. The normal security deposit will be £500 but may be increased on the advice of their insurers.

3.2 The customer's security deposit will be refunded in full if you return the vehicle:

- On time and without damage
- With a clean interior
- Without loss or damage to any of the items or extras listed on your inventory
- With a full tank of fuel (hires are operated on full to full basis)

3.3 The owner will refund your deposit within 7 days from satisfactory return of the vehicle.

3.4 If the owner needs to withhold repayment for any reason, they will contact you to explain why and, give the estimated time to establish the full cost of any repairs or replacements necessary. Please note that some third-party insurance claims can take considerable time to resolve.

3.5 They will not attempt to make any unfair or excessive deductions from your deposit, and they will not charge you for small repairs which would be considered part of normal “wear and tear”.

#### **4. INSURANCE & LEGAL**

4.1 Most drivers with a good driving record, will meet the standard terms of insurance as long as drivers:

4.1.1 Are not under the age of 23 or over 75 years of age.

4.1.1.1 Some vehicles may allow drivers 21-23 for an additional excess of £700, please contact us to check this before booking if under 23

4.1.2 Has held a full UK or EU licence for a minimum of two years.

4.1.3 Has not had their licence suspended for any period within the last three years.

4.1.4 Has not been involved in more than one fault incident within the last three years or more than one claim within 5 years

4.1.5 Has no more than two convictions with a maximum of 3 points per conviction or does not have one conviction of more than 6 points.

4.1.6 Has not obtained a BA,DD or UT conviction

4.1.7 If a Customer does not meet any of the insurance criteria above they must inform the Owner as soon as possible and in any event prior to the Booking Dates.

4.1.8 Where a Customer fails to meet the criteria, the Owner shall investigate with their insurer whether the Customer can be covered by their policy. Any additional insurance cover required may increase the Security Deposit and the Owner should inform the Customer of this as soon as possible.

4.2 The insured vehicle shall only be let out on hire to a person who has signed and completed a rental agreement or the hirer/driver proposal for each period of hire.

4.3 The insured shall have completed, prior to releasing the vehicle:

- Identity checks including copies of all drivers licences with up to date address and ID (photocard and online check),
- 2 utility bills as proof of address dated within three months of the hire
- Security deposit being taken by a clear and traceable means such as a debit or credit card. Deposit equivalent to excess = £500. (for some people this may increase on advice from the insurers)
- Signed rental agreement

4.4 Hirers are advised to arrange their own personal effects and travel insurance. The vehicle is only insured for the hire period and therefore the driving of the vehicle after the expiry of the contract period may result in the driver committing a traffic offence.

4.5 Furthermore, the hirer is entirely responsible for any accidental damage, injury and consequential loss after the expiry of the hire period.

4.6 The hirer, or other named drivers, are responsible for complying with all legal requirements in the UK.

4.7 Please note that all passengers must wear seatbelts when travelling in the vehicle, and small children must be supplied with either a child car seat, or booster seat if necessary. It is the hirer's responsibility to supply this equipment if required and ensure it is always used.

4.8 The hire contract will be between the Owner and the Customer, therefore any complaints or issues during the booking should be raised to the Owner. The Agent takes no legal responsibility for complaints.

## **5. CAMPERVAN POLICIES**

5.1 There is no smoking or vaping allowed in the campervans at any time, and the hirer is responsible for reimbursement of cleaning or repairs to the vehicle due to any smoke/vape contamination or heat damage.

5.2 Pets are generally not permitted in the campervans unless stated on the listing and the Owner has agreed

5.3 The hirer is responsible for any motoring offences and any subsequent fines or penalties incurred during their hire period.

5.4 The hirer will be responsible for daily checks on the condition of the vehicle including tyre condition and inflation. Any abnormalities must be reported immediately to the Owner. The vehicle must not be driven if any warning lights are displayed on the dashboard.

5.5 The hirer is responsible for any damage to windscreens and windows, and punctures or other damage to tyres during the period of the hire. Where possible these should be repaired or replaced as appropriate on a like for like basis and paid for by you at the time. You should contact us to seek instructions before carrying out the repair. Failing this, an amount will be deducted from your deposit against damages which have to be repaired following your return.

5.6 The vehicle will be issued with a full tank of fuel and must be returned in the same state. If the tank is not full on return you will be charged a refuelling fee. The hirer is also responsible for reimbursement of damages to the owner should the wrong fuel be used in the vehicle.

5.7 The mileage is included in the booking cost up to 200 miles a day. After this 20p will be charged by the Owner per mile.

5.8 The Owner will ensure that the Campervan is well maintained, safe and legal and cleaned in between bookings.

5.9 The Owner will provide an appropriate fire extinguisher and a basic set of kitchen equipment.

6.0 The vehicle shall only be driven on made-up, surfaced roads. No off-road use is permitted except on official campsites, or in designated car-parking areas. The hirer is responsible for checking the surface condition of all off-road areas before driving over them and will be liable for any damage to the underside of the vehicle, however caused.

6.1 The vehicle shall not be used for towing without authorisation of the owner.

6.2 The vehicle shall not be used for the carriage of goods of an explosive, dangerous or hazardous nature or for the carriage of goods or passengers for hire and reward or any other form of profit or remuneration.

## **7. COLLECTION & RETURN**

7.1 Hirers are required to allow 1 hour both on pick-up and again on return, for inspection of the vehicle, paperwork completion, and handover demonstrations.

7.2 Owners reserve the right to cancel the hire if at the time of collection, the nominated drivers' licences are invalid, their proofs of ID are not in accordance with the terms and conditions, or if the security deposit is not available as cleared funds. In these circumstances all monies paid by the hirer (except the refundable security deposit) will be forfeited.

## **8. CANCELLATION & AVAILABILITY**

8.1 Cancellation of the Booking by the Customer at any time will result in the Deposit being forfeited.

8.2 The Remaining Fee is non-refundable if the Customer cancels the Booking within 14 days of the commencement of the Booking Dates.

8.3 Where a Customer cancels a Booking more than 14 days in advance of the commencement of the Booking Dates and has already paid the Booking Fee, the Agent will refund the Remaining Fee.

8.4 If the Customer wants to cancel due to COVID 19, the following terms will apply

8.4.1 If government restrictions prevent van hire including; local and national lockdowns or if the customers have been asked to isolate by Test and Trace due to having a positive test or contact with a positive case; Bookings are unable to go ahead and can be rescheduled for other available dates within a 12 month period with the same van

8.5 If the Campervan becomes unavailable for the Booking due to mechanical failure, the Customer will be refunded the full Booking Fee by the Agent

8.6 If the Campervan suffers a mechanical failure during the Booking which:

8.6.1 cannot be resolved under the Owner's breakdown cover and means that the Customer is unable to use the Campervan for the full Booking Dates the Agent will refund the Customer the apportioned sum of the Booking Fee which will represent those days of the Booking Dates on which the Customer has been unable to use the Campervan.

8.6.2 If the campervan suffers damage during the Booking by the fault of the Customer and the Customer is unable to use the Campervan for the full booking, no refund will be made.

8.7 We regret that we cannot refund any deposit or final payment if your arrival is delayed. We therefore strongly advise that you take out your own holiday insurance, including cancellation and curtailment cover.

8.8 If the vehicle booked is not available for any reason at the time of pick-up, we reserve the right to offer a suitable alternative. If we cannot source a suitable alternative vehicle, then the liabilities of Vanlife Hire Ltd will be limited to the refund of any monies paid for the hire only. We also reserve the right to delay or cancel your booking if in our view the weather would make it unsafe to drive the campervan, for example due to risk of ice on untreated roads.

## **9. BREAKDOWNS & ACCIDENTS**

9.1 The Owner will maintain breakdown cover for the Campervan and will provide the relevant details to the Customer during the handover for the Booking.

9.2 The Owner will act as the main point of contact if a breakdown occurs and facilitate recovery of the vehicle and Customers

9.3 In the event of a breakdown or accident, recovery services are at the disposal of the hirer. Instructions for replacements, at a cost not exceeding £50 may be given by the hirer, who will be reimbursed on the production of receipted invoices.

9.4 Reimbursement will not be made where the repair is the responsibility of the hirer, including any damage to windscreen or tyres. Prior authorisation from the owner must be obtained in respect of any repairs/replacements in excess of £50.

9.5 Vanlife Hire or the owner is not responsible for hotel or any other consequential expenses subsequent to a breakdown but will refund the hire charges for any complete day's loss of use of the vehicle.

9.6 Every effort is made to ensure that the vehicle is in a safe and roadworthy condition before the booking, but Vanlife Hire Ltd shall be under no liability for third party claims or damages in connection with, or subsequent upon, any accident or breakdown.

9.7 In the event of an accident involving the campervan a complete accident report must be made out and handed to the Owner at the time of termination of the hire. Please make sure you obtain names and addresses and vehicle information of all third parties and their insurance details.

9.8 A sketch of the accident and photos of the scene and damaged vehicles may be helpful.

9.9 All accidents or damage must be reported to the Owner and Vanlife Hire Ltd as soon as possible.

## **10. PARKING**

10.1 The vehicle owner may provide parking options for a car during your booking. All vehicles are left entirely at your own risk and the owner or Vanlife Hire accept no responsibility for any loss or damage which may arise.

## **11. LIABILITY**

11.1 The Customer will take responsibility for their own possessions and shall ensure that they are kept safely locked in the Campervan during the Booking. The Agent and the Owner

accept no liability for any accident, loss of property or personal injury suffered by the Customer during the Booking.

11.2 The Agent shall not be liable for any act, neglect or default on the part of the Owner or any other person not within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or Campervan, which a Customer or any other person may suffer or incur arising out of, or in any way connected with the Booking unless the Agent is responsible.

11.3 The Owner shall not be liable for any accident, damage, loss, injury, expense or inconvenience which you or any other person may suffer or incur arising out of, or in any way connected with the Booking unless the Owner is responsible.

## **12. DISCLAIMER**

12.1 We take every effort to make our website and specifications as accurate as possible. However, we do not accept any liability if the actual vehicle and equipment varies slightly from the features and descriptions on this website. Vanlife Hire Ltd reserves the right to vary rates and conditions of hire and to refuse to hire to any person without giving a reason.

## **13. WEBSITE**

13.1 Whilst every effort is made to update the information contained on this website, neither the Website Owner nor any third party or data or content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, research information, data and/or content contained on the website. The Website Owner reserves the right at any time to change or discontinue without notice, any aspect or feature of this website. No information shall be construed as advice and information is offered for information purposes only and is not intended for trading purposes.

13.1 The trademarks, names, logos and service marks (collectively "trademarks") displayed on this website are registered and unregistered trademarks of the Website Owner. Nothing contained on this website should be construed as granting any licence or right to use any trademark without the prior written permission of the Website Owner.

13.2 External links may be provided for your convenience, but they are beyond the control of the Website Owner and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links, you must refer to that external websites terms and conditions of use.

13.3 The Website Owner makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website, the information contained on the website, your or your company's personal information or material and information transmitted over our system.

13.4 The Website Owner shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party, as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website. In particular, neither the Website Owner nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

13.5 The Website Owner does not make any warranty or representation that information on the website is appropriate for use in any jurisdiction (other than Great Britain). By accessing the website, you warrant and represent to the Website Owner that you are legally entitled to do so and to make use of information made available via the website.