

# Insurance & Rental Agreement

Full insurance is provided inclusive of the price. This is the rental agreement which highlights everything the hirer needs to know.

## Campervan Rental Agreement for VW California Ocean

Vehicle Reg. No: RO67 WJK

Owner: Samantha Short

43 Downs Cote Park, Westbury-on-Trym, Bristol

07776 096510 sam.short@rocketmail.com

Name of Hirer:

Email:

Telephone:

Address:

The agreed period of rental:

Start:

End:

(Start is first date of rental period and End is the date the campervan will be returned according to Terms & Conditions)

## CAMPERVAN 'CALIFORNIA'

In this agreement, the campervan 'California' and its contents are offered for hire at an agreed price, and under agreed Terms & Conditions detailed below. It is understood that the campervan 'California' remains the property of Samantha Short at all times. The hirer is required to keep the vehicle securely locked, and keys kept in secure possession, at all times when it is left unattended, and to refrain from any action or omission that may prejudice the owner's rights to the vehicle. It is agreed that the hirers will make careful use of 'California' and its contents and return it in the same condition as it was provided.

Pets and smoking are strictly prohibited inside the campervan.

## IDENTIFICATION REQUIRED FOR HIRE

To enable driving history to be fairly scrutinised and the rental booking secured, please provide electronic or paper copies of the following:

1. UK driving licence; in the case of EU or other overseas citizens, a copy of the passport will be required as well.
2. Two different forms of proof of address, e.g. utility bills, bank statement (not older than 3 months), matching address on driving licence +/- passport.
3. National Insurance number.

As a part of the insurance policy, it is required that all drivers log onto the government's 'Share my licence' website ([www.gov.uk/view-driving-licence](http://www.gov.uk/view-driving-licence)), no more than 21 days prior to the rental start date, to receive a 'check code'. This code should then be emailed to the owner, with the full name of the prospective driver attached as well as their intended start date. This allows the owner to view the driving record of the hirer wishing to drive the vehicle. To acquire a 'check code' the driver will need:

1. Driving licence number
2. National Insurance number
3. The postcode on the driving licence

## DRIVER QUALIFICATION

The insured vehicle shall not be let out on hire to or be driven by:

- Hirers under 23 or over 75 years of age unless otherwise agreed by the Insurer.
- Hirers who have not held a full valid United Kingdom or EU driving licence for 2 years.
- 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 more than 6 penalty points imposed. "Spent" convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded.
- 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.
- Persons engaged wholly or partly in professional entertainment or professional sports persons.
- Jockeys and persons connected with racing, gaming industry or press of any sort.
- Undergraduates and/or students under 25 years of age.
- Persons who, whilst driving, have been involved in more than one accident during the past 3 years.
- Foreign Service Personnel other than persons holding a full UK/EU licence for two years or more.

## **INSURANCE**

Fully comprehensive insurance for the vehicle is included in the rental price, which will be conditional on the hirer and any named drivers satisfying all the aforesaid qualifying conditions. A copy of the policy is included in the rental documentation. It is recommended that the hirer has adequate travel and medical insurance to cover their own personal requirements.

Driving by non-named drivers and any late returns of campervan 'California' renders the insurance invalid and the driver therefore commits an offence under the Road Traffic Act and will be solely responsible for any loss or damage incurred to the vehicle, hirer, or passengers.

## **PAYMENT**

Payment of the rental charge must be made in full at the start date of the rental period. The only accepted forms of payment that can be tracked are by (a) cheque to have been posted to the owner 10 working days before the start of rental to enable the cheque to be cleared, or (b) by BACS using the following account information:

Bank: Nat West Mrs S Short                      Sort code: 60-30-30                      A/C No.: 39695557

Failure to meet the payment deadline may result in the rental being cancelled.

## **DEPOSIT**

A fully refundable deposit of £500 is payable at the time of booking to secure rental of the vehicle. This must be paid by BACS or cleared cheque. In the event of an insurance claim the full £500 will be taken to cover the administration. In addition, if there is any damage to the vehicle during the hire period that is not covered by an insurance claim this will be taken from the deposit. This includes any damage to equipment provided or items broken. Only replacement costs will be taken and agreed at the time of return. It is requested that if basic equipment is broken, it is replaced with identical items when possible. The right to withhold the deposit is reserved, should the campervan require deep cleaning or the waste water tank emptying. Should the vehicle be returned with less than a full tank of fuel, the right to withhold the deposit is also reserved. The amount of deposit withheld will be the sum of the cost(s) incurred.

## **IN THE EVENT OF AN ACCIDENT OR DAMAGE**

Every accident or any damage must be reported to the owner immediately by telephone and an accident form will need to be completed immediately. A copy is provided in the Welcome Pack. Any damage to tyres, windscreen and any theft of personal property, not covered by insurance, shall be at the hirer's own expense. It is suggested that the hirer has their own travel, medical, and personal belongings insurance.

## **CANCELLATION OF HOLIDAY DUE TO UNROADWORTHINESS**

If the campervan becomes unroadworthy for any reason, prior to the agreed hire period, that results in the rental having to be cancelled or postponed, the owner will give a full refund of any monies paid immediately and as much advanced notice given as possible. Alternative dates will be offered but no compensation will be given of any kind.

## **BREAKDOWN**

There is national breakdown cover for the unfortunate event of a breakdown. This includes roadside assistance and recovery of the campervan to its home base (43 Downs Cote Park, Westbury-on-Trym, Bristol). The hirer must contact the owner as soon as any problem becomes evident for assistance to be arranged. The owner accepts no liability for any losses or expenses incurred as a result of any breakdown apart from a refund of the hire charges calculated *pro rata*. If it is found that the breakdown was attributable to the hirer's negligence the security deposit will be retained to offset the costs of repair.

## **HIRER LIABILITY**

The hirer:

1. Is liable for any cost incurred for speeding or parking fines, congestion charges or any other offences committed against the road traffic act regulations;
2. Must remember that it is an offence to drive under the influence of drugs or alcohol;
3. Undertakes responsibility for the control of the vehicle on hire to them;
4. Is liable for all overhead damage to the vehicle resulting from any accident;
5. Shall not tow any trailer or vehicle behind the hired vehicle;
6. Shall not carry more passengers than the seating capacity of the vehicle, as defined in the vehicle specifications or allow the vehicle to be overloaded;
7. Shall ensure that the driver and all passengers shall at all times, when the vehicle is being driven, wear the seat belts provided, as required by law;
8. Shall not use the vehicle to carry passengers or goods for hire or reward;
9. Shall not remove the vehicle from the UK. The vehicle is fitted with a tracker and the owner will know if it has gone overseas;
10. Will be liable for costs of repair if incorrect fuel type is used;
11. Will be responsible for the regular checking of oil and water levels, and the use of the correct type of fluids.
12. The campervan shall not be used for the carriage of goods of an explosive, dangerous or hazardous nature or passengers for hire and reward.

## **TOUR OF VAN & INSTRUCTION**

A full tour of the van will be given, illustrating its use. There are videos and instructions for use on YouTube, available for referral. The manufacturer's manual is provided in the van which is required to remain in the vehicle. If there is anything not fully functioning the owner will inform the hirer at the time of taking the vehicle, it is required that the hirer do the same upon return. There will be no refund given if there are some basic malfunctions of equipment as the owner endeavours to ensure everything is in full working order prior to departure. The vehicle will be photographed at the time of departure identifying any damage to prove it is returned in the same condition.

## **AGREEMENT**

The insured vehicle shall be driven only by the hirer or other permitted drivers who have completed and signed a hirer drive proposal. Such proposal shall be forwarded on request to the Insurers.

I, the undersigned, agree to be bound by the terms and conditions of the rental of campervan 'California' as described and stipulated above. I further agree to be bound by the terms and conditions of the insurance which I have seen and read or have had the opportunity to see and read.

I hereby acknowledge during the currency of the hire agreement I shall be liable for any offence for all fixed penalty notices under the Road Traffic Offenders Act 1991, including any parking/excess parking notices.

To be signed and dated by all proposed drivers:

Driver 1

Signed:..... Date:.....

Driver 2 (optional)

Signed:..... Date:.....

Driver 3 (optional)

Signed:..... Date:.....

Driver 4 (optional)

Signed:..... Date:.....