CAMPERVAN RENTAL AGREEMENT/CONTRACT

CherryTree Campers Ltd 558 Nottingham Rd Derby DE21 60L



Vehicle details

VW Transporter T6.1 van in solid grey - professionally converted campervan DG20 LZK

Eligibility

No one other than the drivers named in this agreement may drive the vehicles.

All named drivers must be between 25 and 70 years of age, of good health and have held a full/valid driving licence for at least two years.

The licence must be clear of any endorsements apart from up to six points for Speeding Offences, if there are any other current endorsements special conditions may apply.

All licences required must be produced at vehicle collection; photo-card

Persons with serious convictions within the last eleven years will not be permitted to drive the hire vehicles (including drink driving offences).

Drivers with an EU license who have been living in the UK for over 12 months are insured as standard. EU license holders who have lived in the UK for less than 12 months must provide a passport as well as two proofs of address. Passport to be shown on the day of hire and a photo taken by our staff. Persons outside of this criteria will be referred to our insurers.

Bookings

A minimum of 25% of the cost of hire is required to secure your booking, this will be taken through our online payment system. We only accept payments by debit card or bank transfer, (no cash accepted). Upon booking you must disclose any special destination(s) / event(s) / festival(s) as some festival/event dates are priced differently. Failure to disclose any unusual travel plans / destinations / events / festivals ETC upon booking may result in the total loss of the £1000 minimum security deposit.

The 25% booking deposit is not refundable and shall be deducted from all hire charges.

Bookings for EU travel add £40 for EU breakdown/Insurance.

If you plan to travel outside the UK, you <u>must</u> inform us at the point of booking as a Vehicle on Hire document is required while driving in the EU. This application will need to be done at least 20 days prior to the date of hire. Unlimited mileage for UK travel and a Maximum of 3000 miles for European travel.

A charge of £1.00 per mile will be charged for any mileage exceeding 3000 miles on EU trips only unless otherwise agreed in writing by CherryTree Campers Ltd hire in advance

<u>Please note that we are flexible on pick up and drop-off times but drop-offs during daylight hours will be required for inspection of the vehicle during the winter months.</u>

Cancellation of Bookings

Cancellations must be made via email, and are charged as follows:

- Should you cancel your booking in less than 14 days of making the booking, a full refund will be made to you.
- Should you cancel your confirmed booking after the 14 day period but more than 4 weeks (28 days) prior to date of hire or fail to make full payment, you will forfeit the booking deposit (25% of the total cost of the booking).
- Should you cancel your confirmed booking within the 28 day period, or fail to turn up for commencement of hire, you will forfeit the booking deposit and hire charge already paid.
- This will also apply if, upon inspection of named drivers' licences, they are found to be invalid or do not comply with the information stated on the booking form.
- CHERRYTREE CAMPERS LTD recommend that the hirer takes out travel insurance.

Payment

Full payment is due 30 days prior to the date of hire. Failure to make payment at this time will result in losing your booking and the 25% deposit. We only accept Debit card (Apple/Android Pay) or bank transfers, **Cash payments will not be accepted**.

A damage excess/Security deposit taken upon collection of the vehicle of £1000 minimum and is fully refundable upon safe return of the vehicle on the agreed date and time unless otherwise agreed by CherryTree Campers Ltd. If the vehicle is returned late or soiled or damaged in any way the cost to clean/repair will be deducted from the security deposit. £50 p/hour will be retained/charged for cleaning / LABOUR.

Campervans must be returned by 12pm on last day of rental (Late returns to be agreed in writing with CherryTree Campers Ltd before the date of hire. A late return outside of this will incur one additional nights rental charge (deducted from the deposit).

Availability

In circumstances beyond our control if the Campervan previously booked by the hirer is not available due accident, theft, weather conditions, or any other reason or circumstance, then we will endeavour to supply a replacement motor home of similar size and specification, if this is not possible then we will refund all monies paid immediately, CherryTree Campers Ltd will have no obligation whatsoever with regard to refunding any monies paid for campsites booked, events booked, travel booked or any other circumstances.

accept the terms and the conditions on page 1 of 3						
NAME:	DATE:					
SIGNED:						
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Insurance

All Campervans are comprehensively insured for the named drivers during the hire period only as detailed on the booking form. One driver is insured automatically for every booking, on receipt of all relevant documents. Up to two additional drivers can be added at an additional charge of £10 per driver.

A refundable damage/security deposit of £1000 minimum is payable upon vehicle pick-up. In the event of an insurance claim against a 3rd party, the full £1000 may be taken to cover our insurance excess charge. Any damage to the vehicle during the hire period that is not covered by an insurance claim will be deducted from the security deposit; this will include any loss/damage of equipment.

Every accident or any damage or defect must be reported to CherryTree Campers Ltd immediately by telephone 07949048600. An accident form may have to be completed at the end of the hire period.

Any damage to tyres, windscreen and any theft of personal property is not covered by our insurance, and any such damage or loss shall be at your expense. CherryTree Campers Ltd recommends that the hirer takes out their own personal belongings insurance.

Driving by non-named drivers or late return of vehicles renders the insurance invalid and the driver therefore commits an offence under the road traffic act, and will be solely responsible for any damages or personal injuries incurred and the full security deposit will be retained.

Limitations & Liabilities

CherryTree Campers Ltd accepts no responsibility for replacement vehicle costs, travel or accommodation costs or any other loss claims arising from a vehicle breakdown or accident.

The Hirer:

- Is liable for any cost incurred for speeding or parking fines, congestion charges or any other offences committed
 against the road traffic act regulations. Please note:- the statutory speed limit for this class of vehicle on a dual
 carriageway is 60Mph, and 50Mph on a single carriageway.
- Must remember that although these are leisure vehicles, it is an offence to drink and drive.
- Undertakes responsibility for the control of the vehicle on hire to you.
- Is liable for any damage to the vehicle or contents during the hire period.
- Shall not tow any trailer or vehicle behind the hired vehicle.
- 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, 3.5 tons gross.
- Shall ensure that the driver and all passengers required by law to do so shall, at all times when the vehicle is being driven wear the seat belts provided.
- Shall not use the vehicle to carry passengers or goods for hire or reward.
- Shall not, without written consent from CherryTree Campers Ltd, remove the vehicle from the UK mainland.

Breakdown & Accidents

In the event of a breakdown or accident, RAC Roadside, Recovery, At Home, Onward Travel & European Motoring Assistance is provided for all our Vehicles. In the event of a breakdown please call **0330 159 8714**.

Any breakdown, malfunction or damage caused by your negligence must be repaired/made good at your own expense.

<u>General</u>

The Campervan and its contents remain the property of CherryTree Campers Ltd at all times.

The hirer is required to keep the vehicle securely locked at all times when it is left unattended, and to refrain from any action or omission which may prejudice CherryTree Campers Ltd rights to the vehicle. CherryTree Campers Ltd reserves the right to retain in part or whole the security deposit if additional deep cleaning or repair is required upon return of the vehicle.

All our vehicles are fitted with state of the art tracking and monitoring systems.

Delivery of the van is available for a fee of £30 plus £2 per mile from DE216QL to your delivery location.

CherryTree Campers Ltd reserves the right to vary rates and conditions at any time.

CherryTree Campers Ltd offer secure parking for your car whilst you are away at a charge of £1.50 per day however, vehicles are left entirely at the \mathbf{Owners} \mathbf{Risk} .

I accept the terms and conditions page 2 of 3

NAME:	DATE:	
SIGNED:	·	

Vehicle Conditions

The hirer acknowledges delivery of the vehicle and its contents, free from defects or damage, other than as specified by CherryTree Campers Ltd on the vehicle appraisal form.

Before the commencement of hire the hirer is advised to check the vehicle thoroughly before leaving accepting the terms of hire. The vehicle must be returned in the same condition as when hired, with the interior and appliances clean.

CherryTree Campers Ltd will make a charge of £50 for the valeting costs of upholstery.

Fuel & Gas

The hirer will be liable if incorrect fuel type is used. Please note that DG20LZK requires DEISEL fuel.

The fuel level should be the same when returning the vehicle as it was when you left as shown on the vehicle appraisal form. If the van is returned with a lower fuel level, the tank will be topped up by CherryTree Campers, charged at £3.00p per litre and will be deducted from the deposit.

The hirer will be responsible for the regular checking of oil and water levels, and the use of the correct type of fluids. Our vehicles are fitted with refillable gas bottles which can be replaced at any fuel station supplying LPG (charges may apply), the vehicles are supplied with one full gas bottle. If you require additional gas it will be at your own cost.

Suitable Persons

CherryTree Campers Ltd has the right to refuse to handover the Motor home upon arrival of the hirer to any person who in our opinion is not suitable to take charge of the vehicle, due to any concerns we have for the safety of the vehicle or its occupants or other road users. CherryTree Campers Ltd will have no obligation whatsoever with regard to refunding any monies paid for campsites booked, events booked, travel booked, or any other circumstances.

Vehicle kevs

Vehicle Keys must never be left in unattended vehicle. Vehicle must be securely locked when unattended and keys should never be left unattended in the vehicle when not use and all reasonable measures must be taken by the hirer to ensure the safety and security of the vehicle. Loss of vehicle ignition key will result in a replacement charge of £380 and all other costs involved in the recovery of the vehicle.

Vehicle Weight

It is the hirer's responsibility to ensure the gross vehicle weight is no more than 3500KG when fully loaded and must ensure contents are secure at all times.

Pets

We do allow Dogs/pets dependant on age and breed, so long as they sleep in their own beds and you use your own throws to protect the upholstery. You must ensure that the Motorhome interior shows no sign of a pet having been in it upon its return for the next hirer as there may be a possibility that future hirers have an allergy to pets.

Smoking

It is against the law to smoke in all hire vehicles. A charge of £250 will be imposed if customers are found to have been smoking in our Motor home. Or a maximum fine of the full security Deposit could be imposed if damage is caused by smoking.

Name of Insured Driver/ Hirer -

I accept the terms and conditions page 3 of 3

Address of Hirer -

HIRE PERIOD -

The Hirer agrees to take on the hire of the vehicle subject to the terms and conditions contained herein, 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.

NAME:	DATE:	
SIGNED:		