KNYSNA CAMPERVAN HIRE

TERMS AND CONDITIONS

**KNYSNA CAMPERVAN HIRE** will supply breakdown cover to cover any mechanical faults to the campervan.

**INSURANCE**

Standard excess; the above rate includes a standard excess of £750 In the event of any damage to either the vehicle or third party property, the hirer will be liable for the first £750. This cover is fully Comprehensive, and unlimited mileage.

**SECURITY DEPOSIT**

There is a £750.00 Security Deposit payable via Bank Transfer. This is fully refundable on return of the vehicle to the agreed location, on the agreed date and time, in the same condition as it was let out to you, the interior clean including all cooking appliances and the tank full of fuel. KNYSNA CAMPERVAN HIRE reserve the right to increase the security deposit for specific events (eg: sports fixtures, music festivals etc.) to £1000. The hirer should be aware that the security deposit will be used to fund any loss or damage what so ever to equipment, fixtures and fittings, windows, tyres, wheels or negligent damage to the vehicle.

**MINIMUM HIRE**

A two day minimum rental hire is required.

**DRIVERS**

Age limits: 25 years to 70 years. (can be flexible)

Drivers must have held a full valid driving license for more than 2 years

Details of additional drivers are required.

Driving license – Copies, both front and back of the driving license.

Drivers are personally liable for all legal penalties (eg: parking tickets, speeding fines) which are incurred during the period of hire.

Maximum 2 drivers per rental.

ALL drivers must provide 2 separate forms of identification. The following documentation is acceptable proof of address alongside one utility bill/statement.

1. Council tax bill/statement
2. TV/Internet/Landline telephone bill (including Sky/Virgin/BT etc)
3. Bank Statement
4. Credit Card Statement
5. Mortgage Statement

The proofs of address provided must be dated within 90 days of the hire date and have the same address appearing on the driving license.

**DEPOT**

Haughmond Farm, Shrewsbury, Shropshire, SY4 4RW

**OPENING HOURS**

Tuesday to Friday 09:00am to 16:00, Saturday, Sunday, Monday by appointment only.

**PAYMENT**

Availability is on a request and confirm basis at the time of reservation. A reservation is only binding after it has been confirmed by Knysna Campervan Hire, and a booking deposit of £125.00 per week of hire has been received. Settlement of the remaining balance will be due on collection. Payment is by credit , debit card or bank transfer. For late bookings (less than two weeks before departure) the full rental price is payable on booking. The camper will not be released without full payment being completed.

**CREDIT/DEBIT CARDS**

All major credit/debit cards are accepted.

**CANCELLATION CHARGES**

More than 6 weeks before booking deposit.

6 weeks – 2 weeks : 50% of total hire charge.

2 weeks – No Show : 100% of total hire charge.

**COLLECTION AND RETURN**

Collection: Please allow 1 hour for the hand-over at the depot to complete the documentation and demonstrate your vehicle to you. Please allow the same on your return.

Return. The vehicle must be returned on the date, and before the time stated, on your rental agreement. The camper must be returned clean and in the same condition as it left the depot, otherwise a charge will be made.

Late return. If you will be late returning, the rental company must be advised IMMEDIATELY. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of £50 per hour will be payable for all late returns as extra insurance will be urgently put into place.

**RENTAL AND OTHER CHARGES**

I will pay KNYSNA CAMPERVAN HIRE:

All rental charges.

The security deposit.

The nominated cleaning fee of £95.00 if the vehicle is not returned with the interior in a clean condition.

The nominated additional fee of £50.00 if the toilet and waste water tank are not emptied prior to the return of the vehicle.

The cost to refill the fuel tank at 25% above current forecourt prices.

The cancellation fee in the event of cancellation of this agreement prior to acceptance of delivery of the vehicle.

The cost of any damage to the Vehicle or the property of any third party, subject to the insurance.

All government fees and duties etc:

All parking fines, other fines or penalties and/or accidents including third party property damage not reported on return of the vehicle and associated administration costs incurred in relation to the vehicle during the Rental Period.

Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by Knysna Campervan Hire as a result of breach by me of the terms of this Agreement.

The daily rental rate for the period the Camper is unavailable for hire, following an accident or repairs.

I am aware that:

The Vehicle is insured for damage to the Vehicle and the property of a third pa crty.

I will have to pay an excess for any damage. The insurance excess is £750.00

**ROAD RESTRICTIONS**

The vehicle may only be driven on sealed / bitumen roads.

I acknowledge that KNYSNA CAMPERVAN HIRE reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.

**USE OF VEHICLE**

I agree that during the rental period, I will not and will not allow the Vehicle to be:

Driven otherwise than in a cautious, prudent and normal manner.

Used in a manner which could cause damage.

Driven in a prohibited area or in an area other than the areas indicated by me to KNYSNA CAMPERVAN HIRE.

Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law.

Left with the ignition key in the vehicle while it is unoccupied.

Driven by the person.

(Demurrage)

The cost to recover a Vehicle which has become bogged.

**PAYMENT OF CHARGES JOINT AND SEVERAL LIABILTY**

All charges and expenses payable by me under this Agreement are due on demand by KNYSNA CAMPERVAN HIRE. If I do not pay all charges when due, I agree to pay a late charge of 1.5% per month on the outstanding balance any any collection costs incurred by KNYSNA CAMPERVAN HIRE, including reasonable legal fees. When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to the Agreement.

**CREDIT CARD PAYMENTS**

KNYSNA CAMPERVAN HIRE, will accept payment by Credit card

When payment is paid via Credit Card, I agree that:

KNYSNA CAMPERVAN HIRE is irrevocably authorised to complete any documentation and to take any other action to recover from the Credit/Debit Card issuer all amounts due by me pursuant to this Agreement, including but not limited to, any amounts due in respect to 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 infringements penalties, road toll fines, London congestion charges, and associated administration costs). I will not dispute my liability to KNYSNA CAMPERVAN HIRE for any amount due under this agreement and I shall indemnify and keep indemnified KNYSNA CAMPERVAN HIRE against any loss incurred (including legal costs) by reason of notifying my credit/debit card issuer of such dispute. KNYSNA CAMPERVAN HIRE may process the credit card voucher : in the event that KNYSNA CAMPERVAN HIRE 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. I agree that KNYSNA CAMPERVAN HIRE is entitled to recover payment from my credit/debit card issuer pursuant to paragraph (1) in respect of any amounts due which were not known at the time of cancelling the open security payment.

I acknowledge that all transactions under this agreement are conducted in Pounds Sterling.

**MY WARRANTIES**

I warrant that all information supplied by me to KNYSNA CAMPERVAN HIRE in connection with this agreement is true.

Under the age of 25 years: or Who is not authorised by law to drive the Vehicle, Particulars of a proposed license driver of the Vehicle are set out under the heading ‘Driver Details’ in the Agreement form.

Damaged by:

Submersion in water.

Contact with salt water.

Used for any illegal purpose for any race, rally or contest.

Used to carry passenger or property for hire or reward.

Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle .

Used to carry volatile liquids, gases, explosives o other corrosive or inflammable material.

Otherwise used in breach of my obligations under this Agreement.

Alterations to the Vehicle.

I shall not make any alterations or additions to the Vehicle without the prior consent of KNSYNA CAMPERVAN HIRE.

The tyre is defective and is returned by me to KNYSNA CAMPERVAN HIRE for inspection.

I will be liable for any costs associated with the incorrect use of fuel. The Campervan is DIESEL fuelled.

**RESPONSIBILITY WHEN ACCIDENT OCCURS**

In the event of any accident, loss or damage arising out of the use of the vehicle. I will notify KNYSNA CAMPERVAN HIRE, within 24 hours of the happening of the event.

Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station.

Not make any admission of liability to other parties, settlement offer or other like offer.

Assist KNYSNA CAMPERVAN HIRE in handling any claim arising from any event, including providing all relevant information and Attending Court to give evidence.

I acknowledge that the excess or other amount due by me in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period.

I will pay for any costs relating to the delivery of a changeover vehicle as a result of an accident regardless of which party is at fault.

**TERMINATING THE AGREEMENT**

I acknowledge that KNYSNA CAMPERVAN HIRE may terminate the Agreement and repossess the Vehicle at any time without notification to me, and that I will pay reasonable costs of repossessing the Vehicle, including towing charges if:

I am in breach of any term of the Agreement.

I have obtained the Vehicle through fraud if mispresentation.

The Vehicle appears to be abandoned.

The Vehicle is not returned on the agreed return date or KNYSNA CAMPERVAN HIRE reasonably believes that the Vehicle is endangered. I understand that in the event of such termination or repossession I have no right to a refund of any part of the rental charges or the Security Deposit

**PETS**

I will not allow any animals to be carried in the Vehicle, unless otherwise agreed with KNYSNA CAMPERVAN HIRE.

**PASSENGERS**

KNYSNA CAMPERVAN HIRE, authorises the use of the Vehicle up to the stated number of passengers. Each person is to use the safety restraints provided at all times whilst the vehicle is in motion.

**MAINTENANCE**

I shall take all reasonable steps to properly maintain the Vehicle including all checks, water and batteries.

I acknowledge that KNYSNA CAMPERVAN HIRE will reimburse me for expenditure up to £40.00 reasonable incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle (not including the water system, refrigerator, heating, solar panel, and DVD equipment) provided that:

I produce relevant receipts.

I have received the prior consent of KNYSNA CAMPERVAN HIRE

The damage is not due to my fault or my breach of this Agreement.

Subject to the terms of this agreement, I will pay for the cost of repairing or replacing tyres damaged during the Rental Period, PROVIDED THAT KNYSNA CAMPERVAN HIRE will reimburse me for expenditure reasonably incurred if:

**TITLE OF THE VEHICLE**

I acknowledge that KNYSNA CAMPERVAN HIRE retains the Vehicle and that I possess the goods as a mere bailee only. I do not have any right to pledge KNYSNA CAMPERVAN HIRE credit in connection with the Vehicle and agree not to do so. I shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of otherwise deal with the Vehicle.

**DASH CAM**

A GPS, WIFI, dash cam is fitted to our vehicle. The owner stipulates that the Dash cam is NOT to be disconnected at any time. If the dash cam becomes disconnected, the security deposit will non returnable.

C**HANGES**

Any changes to this agreement must be in writing and must be signed on behalf of KNYSNA CAMPERVAN HIRE and by me.

**PROPER LAW**

This agreement shall be governed by the law of Great Britain in which this agreement is signed.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between parties relating to the subject matter of this agreement. KNYSNA CAMPERVAN HIRE reserves the right to add or amend any rental charges without prior notice.

Signed by the Hirer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_