

Lust for Life Rental Agreement and Terms and Conditions

Lust for Life Campervanhire hires the van to you subject to this Rental Agreement which incorporates these terms and conditions and the information and conditions contained on the booking form that you completed, signed and returned. In entering into this Rental Agreement you accept these terms and conditions and confirm that you will strictly comply with them. The rights and obligations contained in these terms and conditions govern your use of our van and are not transferable by you. You acknowledge that the van is owned by us and that any attempted transfer or sub-letting of the van by anyone other than us is prohibited and a criminal offence. We permit you to use the van on the terms of this Rental Agreement only.

Except where otherwise stated the following words have the following meanings in this Agreement:

1. **"The Van"** – This means the VW T6 Campervan hired to you under this Agreement and as specified to you by us including all tyres, tools, accessories and equipment.
2. **"You"** – The person or persons signing this agreement
3. **"The Agreement", "The Rental Agreement" and "Terms and Conditions"** This agreement and any document expressly referred to in this agreement including an insurance document and motor rental agreement
3. **"Security Deposit"** – The sum of £500 as detailed below paid by debit or credit card.
4. **"Booking deposit"** – sum of 25% of the total hire cost paid at the time of booking
5. **"We / us"** – Lust for Life Campervanhire

Booking

The van hire booking form must be completed and sent to us with a non-refundable booking deposit of 25% of the booking fee (payable by bank transfer or credit/debit card payment). On receipt of the signed booking form (confirming that the terms and conditions are agreed), a copy of the drivers licence(s), two forms of proof of address, your deposit and receipt of written confirmation from us this contract shall have effect. The balance of the hire charge (full charge less deposit) is due 4 weeks before the start of the rental period. A security deposit of £500 is payable by a 'pre-authorisation' payment by credit/debit card on collection of your campervan.

Cancellation

In the event of a cancellation the following applies:

Cancellations between the time of confirmed reservation and 31 days before the rental period- the booking deposit is forfeited.

Cancellations between 28 days weeks and 7 days of start of the rental period - a fee of 50% of the balance of the payable hire charge will be incurred.

Cancellations less than 7 days before the rental period commences - 100% of the total hire charges are forfeited. However, if we do manage to get another booking for the same van, for the same rental period we will waive the cancellation fee but not the booking deposit.

Booking dates can be changed up to six weeks before the hire period commences. A new hire period can be selected on one occasion only.

Security Deposit no money will be taken from the £500 security deposit on safe return of the van, in the condition in which you hired it, subject to an inspection satisfactory to us. This must be paid to cover the possibility of damage (whether negligent, willful, accidental or otherwise) or loss to the van or the fixtures and fittings therein or the living equipment and windows, wheels, tyres etc. included with the van. The van and all its equipment must be returned in good condition, with no damage to it, its contents or any third party property. The van must be returned with the fuel refilled to its agreed pre-hire level.

Should there be any damage or requirement for any repair, replacement or special cleaning, the costs will be deducted from the security deposit. You irrevocably authorise us to deduct from the Security Deposit any amounts due to us arising out of this Agreement. If we are not holding your card information, then you agree irrevocably to pay all charges upon request. In the event that there is a claim we reserve the right to retain the security deposit for such long a period as is necessary to quantify the charges incurred which are to be deducted from the deposit.

Where the security deposit is insufficient to cover the costs, you will pay any additional amounts due for damage to the interior of the camper and includes items such as furniture, the rock n roll bed or the roof canvas. These will be invoiced as appropriate and you authorise us to deduct any sums due from your card or the £500.00 security deposit held by bank transfer. In respect of such amount. Where charges are incurred which result in your security deposit being debited we will provide you with an itemised invoice detailing the charges incurred by you. Your signature on the booking form gives us permission to deduct all charges from your card within 7 days of the issue of an invoice. If we are not holding your card information then you agree you to pay all charges upon presentation of the invoice. Where there is any vehicle damage which is covered by the vehicle insurance then only up to the £500.00 security deposit will be charged.

Charges The charges stated on the rental invoice reflect your use of the van during the rental period and include basic hire charges, insurance, charges for any optional or ancillary services chosen by you, and any applicable taxes at the prevailing rate. Additional charges may arise from your use of the van during the rental period, and may include (up to the limit of the insurance excess) loss of or damage to the van and its contents during the rental period and/or until the van is examined, the insurance excess, refueling service charge and fuel cost, any late return charge, any additional driver charge, any pet damage charge, extra cleaning charge and any road tolls or fines for charges arising from traffic or parking offences during the rental period. All charges are subject to final calculation within 14 days of the end of the rental period.

In some cases, we will incur additional charges if the drivers to be insured have traffic convictions, or are using a foreign driver's licence or works in what our insurers consider to be a high risk occupation or is aged younger than 25 or older than 70, or has criminal convictions, or any physical

or mental conditions which may inhibit driving, or has had an accident in the previous 3 years. These charges will be passed to you and will be notified in advance.

Payment by Credit Card Where payment is paid by credit card, you agree that: a) we are irrevocably authorised to complete any documentation and to take any other action to recover from the credit card issuer all amounts due pursuant to this Agreement in respect of the Security Deposit and the hire charges payable; b) you shall indemnify and keep us indemnified against any loss incurred (including legal costs) by reason of notifying a credit card issuer of a dispute; c) we may process the credit card voucher. In the event that we elect to accept payment of the Security Deposit by holding an open security payment (which may be cancelled 5 days after the completion of the Rental Period), you agree that we are entitled to obtain payment from the credit card issuer pursuant to the paragraph above (a) in respect of any amounts due which are not known at the time of cancelling the open security payment.

Insurance The Lust for Life Campervan has a comprehensive Self Drive insurance for the first and any other named drivers. Insurance is only for our van. The interior equipment and other items as specified on the website are not covered by the Insurance and any damage will incur costs in addition to the Excess.

Failing to provide information may invalidate your insurance and render you liable for all losses howsoever sustained including claims by third parties.

You must provide true and complete information for our insurers as requested on the booking form at least **10 days** before the hire period commences. If you make your hire booking less than 10 days before the hire is due to commence, all information required by the insurance company **must** be provided at the time of booking. This is to ensure that the insurance company can confirm they are willing to insure your chosen driver(s). Failure to provide this information within the time specified may result in us being unable to proceed with your booking.

Should you fail to provide the required information in time and your booking is cancelled as a consequence, our policy on cancellation fees as set out above applies.

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 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 van.

Our insurance policy protects us and any authorised driver against legal claims from any other person or for death or personal injury or damage to any other person's property caused by use of the van on the road, on condition you report all such incidents to us during the rental period or on return of the van (and you are using the van within the terms and conditions and those of our insurance company). The terms and conditions of our insurance company are included. In the event that any third party suffers death, personal injury or damage to property caused by use of the van which involves a breach by you or any authorised driver of any of the terms and conditions of this Agreement, and that of our insurance policy, or our Health and Safety Guidelines, you agree to reimburse us if we are obliged to compensate (a) the insurers for any payment they make to a third party on your behalf and/or (b) any third party.

Drivers' Licence, Health and History

Drivers must be over 23 years of age and under 70, in good health and hold a full driving licence. "Good Health" means that you have no mental or physical disabilities which would interfere with your ability to drive, for example stroke/deafness/heart condition/diabetes/loss of limb/loss of sight in an eye/epilepsy. In addition, you must not be taking drugs likely to affect your driving or drugs prescribed by a registered medical practitioner for treatment of drug addiction.

You will need to have held a UK driving licence for at least two years or a European Union Licence for at least three years. We will require the driving licence numbers and other identification information for all those who intend to drive, when you make your booking. We will need to see the driving licences for all named drivers, plus another form of identification such as passport and a recent utility bill (for each driver) on collection of the van. We are also required to run a DVLA check on your license. This can be performed on collection by providing us with your National Insurance Number. Alternatively, you can choose to visit the DVLA website to generate a 'check code' if you would prefer not to disclose your National Insurance Number. A maximum of 3 drivers per rental is allowed by our insurers. You cannot drive away a van without us having sight of your licences and ID documents.

The van must only be driven by you or any other person who has first been authorised by us, for whom you have provided the insurance, driving licence and personal identification information. Failure to provide accurate information may invalidate the insurance and render you liable for all losses howsoever sustained including claims by third parties.

You warrant that all information supplied to us in connection with this agreement is true and complete.

In particular, on collection of the van you warrant that information supplied with the original booking has not materially changed, including but not limited to the number of points on a driver's licence.

Our Obligations We will supply the van to you in good overall and operating condition, complete with all necessary documents, parts and accessories. You agree to return the van to us in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in this Rental Agreement or sooner upon demand by us. Failure to do so may result in further charges becoming due and payable by you.

Condition You and we will check the condition of the van at the start of the rental term and on return of the vehicle. You acknowledge receipt of the van which appears, upon visual inspection, to be in good, clean condition and sound working order on collection. It is your responsibility to check the van for existing damage, upon collection of the vehicle and to inform us of such before you depart.

Collection and Return

When you arrive to collect your van, please ensure you allow at least 30 minutes for us to show you around the van, how to drive the van, and how to operate the cooker, sink, fridge, roof, camping gas, water storage and other accessories. We will also need to complete any outstanding paperwork in that time.

Return For weekly hires commencing on a Friday, collections are at 14.00 and returns must be by 12.00am on the following Friday. For weekly hires commencing on a Monday collections are at 14.00 and returns must be by 12.00am on the following Monday. For Weekend Short-breaks collection is at 14.00 on the Friday and return is by 12.00am the following Monday. Midweek Short-breaks run from Monday 14.00 until the following Friday 12.00am. Please return the van by the agreed time. Please allow sufficient time to get back to our workshop so that you do not push the van too hard trying to get back in a hurry. No van can be collected outside our normal business hours (i.e. after 5pm on a weekday) without prior arrangement.

If at any time we have agreed that you may return the van to a place other than our office address, or if we have agreed to collect it, you will remain fully responsible for the van until it is collected by us or VW assist. You are responsible for any costs incurred in returning the van to our workshop should you abandon the vehicle.

We will not refund the hire charge if the van is returned prior to the return date due to weather, personal circumstances or any other reason whatsoever.

Late Return If a van is returned to our workshop later than the agreed time, without our prior agreement, £35 per hour will be payable. You will also be affecting the holiday of the next person to hire your campervan. Should the late return of the van make us liable for extra costs, we reserve the right to pass on these costs to you. Charges and costs for late return will be deducted from your security deposit. By signing this Agreement you agree to us making such deductions. Should the late return be due to accident you will be liable for any revenue lost due to the van being unavailable for hire.

No refund is given for early return of the vehicle.

Cleaning You agree that we are entitled to charge you an additional cost, if the van requires more than our standard cleaning on its return, to restore it to its pre-rental condition, allowing for fair wear and tear.

Occupying the Campervan You must inform us on the booking form or subsequently in writing 7 days before the start of the rental period of the names and ages of all the people who will occupy the campervan during your stay. Failure to do so will be a breach of these Terms and Conditions and may invalidate insurance.

Engine Care If there is damage or breakdown caused by your own actions, you will be liable for the cost of repair/replacement. This could be such things as pushing the engine too hard, or putting diesel in a petrol engine or vice versa, or burning out the clutch. This list is not exhaustive. You must take all reasonable and practicable steps to properly and safely maintain the camper including regular checks on; batteries, engine oil and other gauges, bulbs and tyre pressures and condition when driven more than 500 km, refilling or replacing as necessary.

Tyres You agree that the tyres on the Van are visibly sound and appear within legal limits. Any damage or repair to tyres is the responsibility of you, unless it can be shown that damage is due to invisible defects in the manufacture of the tyre which are covered by a manufacturer's warranty, in which case we may reimburse you. For any reimbursement you must: a) Return the defective tyre to us for inspection and return; b) Produce appropriate receipts; and c) Accept the decision of the manufacturer as to whether reimbursement is made.

Health and Safety You must follow the health and safety guidelines when operating the campervan and its appliances and using any equipment in the campervan or tent. The instructions for using the van and its accessories and facilities including the health and safety guidelines are provided to you upon receipt of the van are to be found in the campervan handbook in your campervan.

Seat Belts, Booster and Baby Seats You must carry only as many passengers as there are seat belts in the van. You are legally responsible for obtaining and using a child or baby seat. For each child under 135 cms (4'5" inches approx) or under 12 years of age you must use a booster seat or baby seat as appropriate. For further info, visit www.gov.uk/child-car-seats-the-rules.

Where supplied by us the fitting of any such equipment is the sole responsibility of you and we can accept no liability whatsoever for defective child or baby seats not supplied by us or the incorrect fitting by you.

Dos and Don'ts You agree that you shall not:

- carry more passengers than the seat belt capacity of the van,
- use the van to carry passengers or goods for hire or reward,
- tow or push any vehicle, trailer or other object,
- drive off road, on unsurfaced roads or on roads unsuitable for the vehicle,
- drive when it is overloaded or when loads are not properly secured,
- use the van for any illegal purpose, or carry any object or any substance which is illegal or, because of its condition or smell may harm the van and/or delay our ability to rent the van again,
- damage van by submersion in water or contact with salt water,
- take part in any race, rally, test or other contest, drive or park in contravention of any traffic or other regulations,
- drive or allow to the van to be driven in restricted areas including, but not limited to, airport runways, airport service roads, and associated areas,
- undertake driving training activity or put the van through a rotary car wash.

Fuel On collection, we will agree the fuel level with you. You need to return the van refilled to that same level at the end of the hire. An administration charge of £25, plus the cost of the missing fuel will be deducted from your security deposit if the van is returned with missing fuel.

Camping Gas Camping Gas is provided for the cooker. We will meet the cost of one additional cylinder of gas on production of a valid VAT receipt. We will not pay for an incorrect size or make of gas cylinder and will charge you £70 for replacing the incorrect size or make of gas cylinder.

Smoking It is illegal to smoke inside our vans or tents. You will be liable for any damage caused to the van, the tent or their contents through smoking.

Pets We welcome pets. We charge £10 per hire. Pets must be disclosed on our Booking Form and only pets that we confirm are acceptable may be brought into the campervan. All damage, however caused by your animals, will be charged to you. You undertake to comply with current law concerning the carriage of animals when travelling in the van at all times. Pets must never be left alone or unsupervised in the campervan.

Keys In the event that keys are lost or damaged you will be liable for the reasonable costs of obtaining replacement keys, and any costs associated with providing the keys to you during the hire period. You must lock the van at all times when not in use.

Your Car During the period of the hire you may park your car at our premises but 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.

Prohibited use of the Van You are authorised to drive the van on the conditions of this Agreement including, at all times, to use the van in a responsible manner. If you do not comply with these conditions, you will be liable to us for any liability or loss incurred by us or any damages or reasonable expenses we suffer or incur as a result of your breach of the Agreement. You may additionally lose the benefit of any waivers or insurance selected by you. We reserve the right to take back the van at any time, and at your expense, if you are in breach of this Agreement. You must look after the vehicle, make sure it is locked, secure and parked in a safe place when not in use. You must use seat belts, child seats and other child restraints as appropriate and required by law.

Loss or Damage You will be liable to us for all losses and costs incurred by us in the event of loss, damage to or theft of the vehicle, its parts or accessories, while on rental, if this damage, loss or theft involves the deception of or by you or another party, or as a result of the keys remaining in the van whilst it is unoccupied, or was caused intentionally or negligently by you or your party. Your liability may include the cost of repairs, loss in value of the vehicle, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the van unless responsibility for the damage lies with us or has been determined by a third party or their insurers to lie with the third party. You will not be liable to us for any charge or excess if the loss or damage is directly due to our negligence or our breach of this Rental Agreement. You will be liable for the loss or damage to any in-car entertainment equipment – cover for these items is not provided by our insurers.

Breakdown If you have any difficulties report these immediately to us. In the event of breakdown, recovery or repair services will be provided. All our vans have VW Assist breakdown service. If you incur any minor repair bills (reasonably incurred rectifying mechanical failure to the drive train and engine of the vehicle) we will reimburse you up to £50. This will not include repairs to the water system, refrigerator, heater and audio equipment. Just produce your valid VAT receipt on the completion of your hire (provided the hirer was not directly responsible for any damage). Repairs costing in excess of £50 must be authorised by us PRIOR to the work being undertaken.

A replacement van may be offered but this will be subject to availability. Where a replacement is not available we will be responsible for your reasonable and foreseeable costs/expenses arising from the accident or breakdown unless caused by your negligence. Our liability extends to either replacing your van with a similar one or refunding your hire charge for any days you lose the total use of the vehicle. You will need to return to the workshop, preferably with the VW Assist service returning your original campervan, to collect a replacement vehicle, if one is available. If you have caused the breakdown through your own actions you will be liable for all costs incurred and we will not refund you any unused days of hire. If you have broken down you must remain at a safe distance from the van until the VW Assist Vehicle arrives. You may not abandon the van at the roadside. You must hand over the keys to the authorised VW Assist Vehicle Driver. If you abandon the vehicle, we will deduct any transport and labour costs incurred in returning the van to our workshop and any costs arising from loss or damage to the van whilst it is unattended from your Security Deposit.

Accidents, theft and vandalism

You must, where possible, report any traffic accident involving the van to the police (and us) immediately and report loss, damage or theft involving the van to the police (and us) within 24 hours of the incident or discovery of the incident. Our insurance requires that you must not admit to any liability, release any party from liability, settle any claim or accept any disclaimer in the event of the accident, but should, if possible, take the names and addresses of everyone involved, including witnesses, car registration numbers, together with all the details of the accident, time, place, how it came about, damage to vehicles etc. If you have a camera or smart phone, take photos of the scene. Please do not move the vehicles before the police arrive, as long as keeping them in situ is a safe thing to do.

An accident or theft report form must always be completed and submitted to us when you return the van or within 3 days of return of the vehicle, containing all the above information, plus diagrams if possible. In the event of theft, you must return the keys to us where possible. You agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings, providing evidence and attending court if necessary, arising out of any loss of or damage to the vehicle.

Return of items left in the campervan We will be happy to return your belongings left in the campervan at an administration charge of £10 plus postage for each item. This will be deducted from your security deposit or invoiced as necessary.

Your Liabilities You are personally liable for all road tolls, fines and legal penalties (e.g., parking tickets, speeding) which are incurred during your period of hire. Any charges subsequently notified to us, will be immediately communicated to you for payment within their terms. By signing (or confirming online) this Agreement, you accept this. You are liable for any losses or damage caused by you and/or your group and we cannot accept liability for any losses or damage or liability caused by you to yourselves or third parties, or their property.

You are liable for any damage above cab height – you are fully responsible for damage caused by failure to assess the height of the van and striking overhead or overhanging objects. You will indemnify us against any liability, caused by damage to overhead or overhanging objects and subsequent damage to third parties and their property. You will also be responsible for any damage to third parties and their property that arises through your negligence; for example and without limitation: damage caused through loaded luggage and cycles.

You must use the van and its contents responsibly and comply with our instructions. Where no instructions or advice or guidelines are given you must assume that 'normal' and 'common sense' rules apply.

Breaches of these Terms and Conditions If you commit a breach of these Terms and Conditions or our Health and Safety Guidelines, we will have the right to terminate your booking without notification, and if you are already in the van, we may require you to return or vacate it immediately. In the event of you committing a breach of these Terms and Conditions no refund of the fees you have paid will be returnable to you. You will also be liable for any costs incurred in returning the van to our home base. Breaches in our Terms & Conditions or Health and Safety Guidelines may invalidate your insurance and you will be liable for all losses howsoever sustained including claims by third parties.

Our Liability to You We will only be liable for any loss or damage suffered by you or any member of your party or to your or their property, where such loss or damage is due to our negligence. Where you are a customer acting in the course of a business, this paragraph shall apply instead of the one above. (You will have obtained our permission and that of our insurance company to use the van for business purposes.) We do not accept liability to customers acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, or other similar losses, for any reason whatsoever. To the extent permitted by law and except in the case of personal injury or death resulting from our negligence, the maximum limit of our liability to business customers, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be the price agreed to be paid by you for the right to use the van for the period agreed.

Whole Agreement These Terms and Conditions override and supersede all previous versions and any previous course of dealing between the parties and incorporate the whole Agreement together with any insurance conditions notified to you at the time of hire or collection (and which are available to view at our home base). In the event of any inconsistency between these Terms and Conditions and any other of our literature, whether found in our brochure or on our website or otherwise, the provisions of these Terms and Conditions will prevail. If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

Personal Data When you book your campervan, we collect personal information such as your name, email address, home address, telephone number, credit or debit card number, security code and the card's expiry date. This allows us to book the campervan and insurance for you. We will also collect non-transactional data should you enter a competition, request a brochure or take part in a survey, for example. We may use the information that we collect to occasionally notify you about news and information we think you may find valuable. For example, we may send you our latest brochure, supplements, newsletters and special offers. If at any stage you decide that you would rather not receive such information, please contact us by telephone, email or post. We reveal your identity information to our insurance company. We will not sell your information to another company.

Governing law and jurisdiction We and you agree that the Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales. We and you irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.

General Safety Please take all precautions to protect your own health and safety and that of anyone else in the campervan or awning, including the health and safety of persons not in your party that may be affected by your conduct and actions. Do not leave any children unattended in the campervan or tent at any time. Ensure a responsible adult is in the vehicle at all times when the appliances are being used. Ensure you are aware of the location of safety equipment such as the fire extinguisher (in cupboard next to the sink), warning triangle (under the passenger's seat), first aid kit (under the passenger's seat), smoke and carbon monoxide alarms on the cupboard.

Fire, accidents, breakdown, etc See our information sheet, provided in the van. You will also be given verbal instructions when you collect the van. It is imperative that you and your party are familiar with these instructions.

Seat Belts You must carry only as many passengers as there are seat belts in the van and ensure all passengers are strapped into the seatbelts when the vehicle is moving. Passengers travelling in the buddy seats do so at their own risk. You are legally responsible for obtaining and using a child or baby seat.

Roof Please remember to strap the **roof down** before driving anywhere. Please only raise the elevating roof when the vehicle is stationary – the ignition is switched off, the hand brake is on and you are parked on level ground. Please always ensure the elevating roof is down and strapped into place before moving off, removing any bedding beforehand.

Ensure the gas is turned off at the gas cylinder at all times when the cooker is not in use. Please ensure all the appliances are switched off and the gas is turned off at the cylinder before retiring at night and before driving. **To turn the gas off at the cylinder, turn the black knob on the regulator anti-clockwise.** Turning this black knob clockwise turns the gas on. Only use the appliances and facilities whilst the vehicle is parked on level ground, with the handbrake on. Never ever have the cooker operating with gas when you are driving. Before starting to drive the van, always ensure the electrical hook-up supply is disconnected.

Stowage of the Table Top Please always ensure the table top is carefully stowed and held in place to ensure it remains safely secure.

Use of a disposable BBQ Do not use any disposable BBQ in the campervan or awning and keep it at a distance of 3 metres from the awning and van when used. Please seek permission before using a disposable BBQ on someone's land, be it a campsite or a farm.

Towing Although your campervan may have a tow bar, towing with the campervan is prohibited.

Finally

We ask that you exercise caution at all times in the use of the campervan and its equipment, following instructions (given verbally on collection) where appropriate. Please do not hesitate to contact us 07969 987257 if you are unsure about how to operate anything. Lust for Life Campervanhire cannot be held responsible for any customer negligence where instructions have not been followed, or where unauthorised equipment has been used