

# Rental Agreement

Sunny days hire terms & conditions/ campervan rental Agreement.

The customer always comes first when you hire a sunny days VW campervan.

To ensure you know exactly what to expect during you booking and hire please read our Terms and Conditions below

## **1. minimum hire.**

Minimum hire of campervan is 3 nights and you can hire our campervans for up to 30 days at a time. if you would like a 2 night hire, we can accommodate this but you will have to pay for 3 nights.

## **2. passengers.**

Authorises the use of sunny days camper hire this vehicle up to 5 passengers including the driver. Each person to use the safety restraints provided at all times whilst the vehicle is in motion.

## **3. Drivers.**

Drivers must be between 25 and 70 years old and held a clean drivers license for a minimum of 2 years.

Main driver must provide photo ID license prior to hire commencement plus 2 items of residential proof of main driver ( 2 utility bills from separate companies less than 3 month old is acceptable.) if the driver does not have a photo license ID, the paper license and a passport is required.

Additional Drivers must also provide photo ID license prior to hire. If the driver does not have a photo ID license the paper license and passport is required.

Details of any additional drivers are required in advance of rental period.

Drivers are personally liable for all legal penalties (e.g. parking tickets) which are incurred during the period of hire.

Maximum of 2 drivers per rental.

All drivers must be present at booking hire start day.

## **4. Campervan Hire Rates quoted include :**

Unlimited miles

UK standard vehicle insurance\*

Breakdown cover for UK and Europe

\*Insurance loading. In some cases, sunny days camper hire will incur additional charges if the driver to be insured has a traffic conviction, is using a non-UK driving license or is in an occupation which is deemed high risk.

These charges will be passed onto the customers.

## **5. Payment of your campervan rental.**

Availability is on a request and confirm basis at the time of reservation.

A reservation is only binding after it has been confirmed by sunny days camper hire and a refundable deposit/damage waver fee of £150 has been received.

Our terms and conditions policy will apply from this point onwards. Once the reservation is confirmed a confirmation email will be sent out to the customer.

Payment of the hire will be due at least 5 days prior to booking start date.

## **6. Cancellation charges.**

Less than 2 weeks before rental start date booking deposit will not be refunded and sunny days camper hire cannot postpone or transfer money from one hire to another.

## **7. Rental and other charges.**

I will pay sunny days camper hire:-

All rental charges

The security deposit

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.\*

The daily rental rate for the period the vehicle is off fleet for accident repairs\*

\*This cost is up to the insurance excess amount provided all Terms and Conditions are adhered to. If the insurance deems the insurance to be invalid

due to inappropriate use of the vehicle and there has been a breach by the hirer of the terms of this agreement, then the hirer will be liable for all cost.

### **8. Payment of charges joint and several liability.**

All charges and expenses payable by me under this agreement are due on demand by sunny days camper van 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 and any collection cost incurred by sunny days camper 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 this agreement.

### **9. Campervan Collection and return.**

Collection: please allow up to 1 hour for the hand-over of the campervan to complete documentation and demonstrate our vehicle to you.

Return: please allow up to half an hour on the return of your vehicle to hand over and check the condition of the vehicle. The vehicle must be returned with a full tank of fuel and returned in the same condition that it was rented to you.

The vehicle must be returned on the date stated on the rental agreement and before the stated check out time. The hirer must advise sunny days camper hire if they are delayed for any reason and additional charges may be charged.

I acknowledge that having received the vehicle in a clean condition and in sound working order in accordance with the departure checklist and with a full fuel tank:

I will return the vehicle in a clean condition with a full fuel tank, on the return date and time out under the heading 'check in' in the rental agreement.

I acknowledge that sunny days camper hire will not refund me any monies, nor have any obligation to provide a replacement vehicle, if the vehicle is returned or I cease to have the use of the vehicle prior to the return date for any reason e.g. accident, weather or theft.

### **10. Title to vehicle.**

I acknowledge that sunny days camper hire retains title to the vehicle and that I possess the goods as a mere bailee only. I do not have any right to pledge sunny days camper 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 or otherwise deal with the vehicle.

## **11. Use of the 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 sunny days camper 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 persons:

Under the age of 25 years; or who is not authorised by law to drive the Vehicle. Particulars of a proposed licensed driver of the vehicle are set Out under the heading 'drivers details' in the motor rental agreement.

Damaged by:

Submersion in water

Contact with salt water

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

Used to tow any vehicle or trailer.

Used to carry passengers or property for hire or reward.

Used to carry more persons than is permitted by any relevant authority or detailed in the vehicle manual or on the vehicle or specified in this agreement.

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

Otherwise used in breach of my obligations under this agreement.

## **12. Alterations to the vehicle.**

I shall not make any alterations or additions to the vehicle without the prior written consent of sunny days camper hire.

## **13. maintenance.**

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

I acknowledge that sunny days camper hire will reimburse me for expenditure up to UK £50.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the vehicle (not including the water system, refrigerator, heating, audio equipment) provided that:

I produce relevant receipts

I have received the prior consent of sunny days camper 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 sunny days camper hire will reimburse me for expenditure reasonably incurred if:

I produce relevant receipts

The tyre is defective and is returned by me to sunny days camper hire

For inspection; and the manufacturer accepts liability under his

Warranty.

I will be liable for any costs associated with the incorrect use of fuel (fuel being diesel or petrol)

#### **14. Responsibility when an accident occurs.**

In the event of any accident, loss or damage arising out of the use of the vehicle

I will notify sunny days camper hire within 24 hours of the happening of the event

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

Complete a European accident report form as supplied

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

Assist sunny days camper 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 change over vehicle as a result of an accident regardless of which party is at fault.

#### **15. Insurance.**

I agree that the vehicle is insured for damage to the vehicle and the property of a third party

I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this agreement

#### **16. Release and indemnity of sunny days camper hire.**

Subject to its obligation to deliver the vehicle, I release sunny days camper hire its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this agreement, including but not limited to:

Any loss or damage caused by breakdown, mechanical defect, accident or the vehicle being unsuitable for my purpose

Any loss or damage to any property left in or on the vehicle, in any service vehicle or on any sunny days camper hire premises or recovered or handled by sunny days camper hire

Subject to any insurance arrangements agreed with sunny days camper hire, I hereby indemnify and shall keep indemnified sunny days camper hire, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the vehicle.

Instances beyond sunny days camper hire control that means they cannot release the vehicle to me due to a prior accident or fault with the vehicle. In this instance, sunny days camper hire will give a full refund of the price of hire to the customer.

## **17. Road restrictions.**

All vehicles may only be driven on sealed / bitumen roads.

I acknowledge that sunny days camper 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.

## **18. pets.**

I will not allow any animals to be carried in the vehicle without the prior consent of sunny days camper hire.

## **19. Definitions of terms and conditions.**

Definitions of terms and conditions 'I', 'me' and 'my' refers jointly and severally to the person or persons who are the customers; 'this agreement' means the rental agreement, the insurance motor rental agreement and these terms and conditions. In the event of any discrepancy between these terms and conditions and any other sunny days camper hire literature, the provisions of these terms and conditions apply.

Sunny days camper hire - Means sunny days camper hire owned by Sharon Newnham, Cannings, Corton, Hilmarton, Calne, SN118SU

'customer' – Means the person or persons nominated as the hirer under the heading 'hire details' on the insurance motor rental agreement and any person whose credit card is presented in payment of the customer's charges.

'living equipment' – Includes but is not limited to tv/dvd player, cd player, crockery, cutlery, cooking utensils.

'over head damage' – All drivers must be aware of the (unusual) height of the motorhome and are responsible for all damage if driven under an obstruction that is too low for it to clear – the obvious examples are low bridges and height restrictions into car parks etc. In this event neither the basic insurance nor collision damage waiver will apply and the hirer will be responsible for the repair of all damages. Overhead damage is deemed as any damage to any part of the vehicle which occurs above 6 feet (1.83 metres) and or any third party property. The hirer will also be fully liable for all overhead damage, any damage deemed as gross negligence and replacement or repair of windows and windscreens or tyre damage.

'rental period' – Means the hire period referred to under the heading 'booking details' on the rental agreement or any agreed variation thereof and any

additional period during which the vehicle is in the customer's possession or control.

'vehicle' – Means the vehicle described under the heading 'vehicle details' on the rental agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the vehicle and any replacement or substitute vehicle which may be provided at the discretion of sunny days camper hire.

## **20. Terminating the agreement.**

I acknowledge that sunny days camper hire may terminate this agreement and repossess the vehicle at any time, without notification to me, and that I will pay the reasonable cost of repossessing the vehicle, including towing charges if;

I am in breach of any terms of this agreement;

I have obtained the vehicle through fraud or misrepresentation;

The vehicle appears to be abandoned

The vehicle is not returned on the agreed return date or sunny days camper hire reasonably believes that the vehicle will not be returned on the agreed return date;

Sunny days camper hire considers on reasonable grounds that the safety of passengers or the condition of 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.

## **21. changes.**

Any changes to this agreement must be in writing and must be signed on behalf of sunny days camper hire and by me.

## **22. proper law.**

This agreement shall be governed by the law of England in which this agreement was signed.

## **23. warranties.**

I warrant that all information supplied by me to sunny days camper hire in connection with this agreement is true.

## **24. Entire agreement.**

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

### **Finally please sign below.**

I (name)

Acknowledge all details I have given are to the best of my knowledge, truthful and accurate and I agree to be bound by sunny days camper hire's terms and conditions and I have read the T&C's as published on your website.

Signature:

Date: