

Herdy Campervans Limited Terms and Conditions for Vehicle Hire

Definitions:

'The Vehicle'	The VW Herdy Campervan
'This agreement'	Herdy Campervans Limited Terms and Conditions
'The Customer / Hirer'	The person or persons signing this agreement
'Security Deposit'	Sum which is held to cover any liabilities

1. Hire

Herdy Campervans Limited hire the Herdy Campervan to the customer subject to this agreement. By signing a copy of these terms and conditions the customer confirms that they will strictly comply with the terms of the agreement between us. The customer must not transfer, assign, or sublet the benefit of the agreement, or claim in any circumstance to own the vehicle or to have rights over it beyond those conferred by this agreement. Herdy Campervans Limited permit the customer to use the vehicle only upon the terms and conditions of this agreement.

2. Booking and Payment

At the time of booking a 50% non-refundable deposit is payable. Payments can be made by debit or credit card.

The balance of the hire charge is due 28 days (4 weeks) before the first day of hire.

Before customers can depart with the vehicle they must review and sign the rental agreement.

By signing the rental agreement customers accept the conditions set out in this document.

3. Drivers

All drivers must:

- Be aged between 25 and 70
- Have held a full UK or EU driving licence for a minimum of 2 years
- Have not had their licence suspended for any period within the last 3 years
- Have not been involved in more than one fault incident within the last 3 years
- Have no more than 2 convictions with a maximum of 3 points per conviction.

4. Driver Licence and Identification required

On collection of the vehicle, customers driving the Herdy Campervan must present:

- Both parts of their valid UK or EU driving licence
- 2 utility bills providing proof of address dated within 3 months of the hire date

5. Security Deposit

On collection of the vehicle, customers must pay the £750 refundable security deposit. This deposit is taken as security to cover

- Damage, whether negligent, wilful, accidental or otherwise to the van or it's fixtures and fittings
- Any penalty charges incurred during the period of the vehicle hire (parking tickets, speeding fines, toll road charges etc.)

- Late return fee
- Fuel refill charge
- Return by post of any left items
- Valeting fee
- Lost keys

The customer must irrevocably authorise Herdy Campervans Limited to deduct from the security deposit any amounts due by the customer to the Herdy Campervans Limited arising out of this agreement.

The security deposit will be refunded in full within 5 working days of the vehicle being returned on time, to the correct location, undamaged, with a clean interior, a full tank of fuel and all fixtures and fittings in good condition.

We reserve the right to retain:

- A late return charge of £50.00 per hour if the van is returned after the agreed drop off time.
- A fuel refill charge covering the cost of fuel to refill the tank and a £20.00 collection fee.
- A £100.00 valeting fee if the Herdy Campervan is not returned in a clean and tidy condition.

All transactions under this agreement are conducted in pounds sterling. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against the customer's payment card and the amount refunded. The customer agrees to release Herdy Campervans Limited from any liability for such variance.

6. Herdy Campervans Limited responsibilities

Herdy Campervans Limited are responsible for

- Maintaining the vehicle to a high standard and ensuring to the best of their ability that the vehicle is roadworthy and ready to rent at the start of the agreed hire period
- Showing the customer how to use the vehicle safely and responsibly prior to departure
- Ensuring the vehicle is fully insured
- Providing breakdown cover

7. Customer responsibilities

The customer is responsible for

- Driving the vehicle in a careful manner in accordance with the law
- Any damage to the vehicle, or its fixtures and fittings, during the hire period
- Ensuring the vehicle is filled with the correct fuel
- Lost or damaged keys
- Following all health and safety guidelines when operating the vehicle or using the fixtures and fittings
- Supplying, fitting and using baby or child booster seats when necessary
- Informing Herdy Campervans Limited of any accidents or breakdowns as soon as reasonably possible
- Returning the vehicle at the agreed time

The customer must not

- Allow the vehicle to be driven by anyone other than named drivers
- Carry more than 4 persons in the vehicle
- Take the vehicle abroad without permission
- Take the vehicle to festival events

- Use the vehicle 'off road'
- Tow other vehicles
- Overload the vehicle or load insecurely
- Drive when under the influence of drugs or alcohol
- Take animals in the vehicle
- Smoke in the vehicle
- Use the vehicle for hire or reward

8. Accidents

In the event of an accident, the customer must:

- Notify Herdy Campervans Limited as soon as reasonably possible
- Obtain the names and addresses of any third parties and witnesses
- Note the registration number, insurance details of any third party
- Take photographs of any relevant evidence where possible
- Make no admission of liability or offer settlement payments to other parties
- Assist Herdy Campervans Limited in handling any arising claim
- Agree to indemnify Herdy Campervans Limited if any third party suffers death, personal injury or damage to property caused by use of the vehicle that involves a breach by any driver, of any of the terms and conditions of this agreement, or the terms of Herdy Campervans' insurance policy

9. Breakdowns

Should the vehicle breakdown, the customer must:

- Not attempt to carry out their own repairs
- Call the correct breakdown service
- Notify Herdy Campervans Limited as soon as reasonably possible

Herdy Campervans limited do not accept liability for any costs arising from accident, breakdown or any other cause, such as replacement vehicle costs or accommodation costs.

Herdy Campervans Limited will endeavour to offer a suitable replacement vehicle or refund lost hire days. Customers are advised to take out their own travel and personal effects insurance.

10. Cancellations and refunds

The 50% booking deposit is non-refundable.

If the customer fails to pay the full cost of the booking 28 days prior to hire, then the booking will be cancelled and any booking deposit paid will be retained.

If the customer fails to collect their Herdy Campervan on the agreed date and within the agreed times, it will be assumed that the customer has cancelled their booking and no refunds will be made. In the event of the customer cancelling the booking, booking deposits are not transferable to alternative hire dates.

If the customer is unable to produce the required documentation at the time of vehicle collection preventing the vehicle hire from proceeding, the cancellation policy will be enforced. In the event that the hire vehicle is unavailable for reasons beyond the control of Herdy Campervans limited, such as the vehicle has been damaged in an accident or is undergoing urgent mechanical repairs, then Herdy Campervans Limited will endeavour to find a replacement option, offer alternative hire dates, or provide a full refund. Herdy Campervans Limited do not accept responsibility or pay any compensation for any additional losses beyond the hire cost.

11. Terminating the agreement

The customer acknowledges that Herdy Campervans Limited may terminate this agreement and repossess the vehicle at any time, without notification to the customer, and that the customer will pay any reasonable costs of repossessing the vehicle in the event that

- They are in breach of any term of this agreement
- They have obtained the vehicle through fraud or misrepresentation
- The vehicle appears to be abandoned
- The vehicle is not returned on the agreed date
- Herdy Campervans Limited considers, on reasonable grounds, that the safety of passengers or the condition of the vehicle is endangered

12. Personal Parking

Parking for 1 vehicle at Herdy Campervans Limited's premises is permitted during the hire period, however Herdy Campervans Limited accepts no liability whatsoever for any loss or damage caused to your vehicle. The customer is responsible for ensuring that their vehicle is appropriately insured.

13. Privacy Policy

As part of the booking process, Herdy Campervans Limited will collect personal information such as your name, email address, postal address and telephone number. This information is necessary for booking and insurance purposes. None of this information will be passed on to any third parties (other than Herdy Campervans Limited's insurance company). Payment details are processed through a secure system.

14. Agreement

I confirm that I have read and agree to all Herdy Campervans Limited terms and conditions

Full Name of Hirer:

Signature of Hirer:

Date:

Full Name of Additional Driver:

Signature of Additional Driver:

Date: