



## Hiraeth Campers Rental Agreement

Please read these Terms & Conditions prior to booking. When you sign the Rental Agreement upon delivery of a Hiraeth Campers Ltd vehicle you accept the conditions set out herein:

### 1) **Interpretation:**

- a) Our fees mean the fees payable by you to us and set out on the Rental Document plus any additional fees payable under this Agreement as they apply from time to time.
- b) VAT means Value Added Tax which is applicable to goods and services
- c) Rental Agreement means the form signed by you and setting out the period and specific terms of rental to which this Agreement applies and as set out on the reverse of your Rental Agreement (and which includes any equivalent computerised data and any other documents signed).
- d) Rental Period means the period commencing on the date shown on the Rental Document and ending on the date that you return the Vehicle to us (For extensions the terms will be extended to the amended return date)
- e) Vehicle means the vehicle described in the Rental Document (or any substitute vehicle) and includes but is not limited to its under body, parts, components, accessories and contents supplied by us (except where specifically excluded).
- f) We, our and us means Hiraeth Campers Ltd.
- g) You, you're and yourself means the person(s) recorded in the Rental Document as the Hirer and includes all Additional Drivers as described on the Rental Document.
- h) References to pounds and £ are references to British currency;

### 2) **Agreement**

- a) We agree that you may hire the Vehicle subject to the terms of this Agreement.
- b) You agree to comply with the terms of this Agreement and to pay the Fees to us.
- c) This Agreement may only be amended in writing and its terms apply at all times during your use of the Vehicle as and from when you make the reservation. If signing this agreement either electronically or physically on paper, you agree to our terms stated on the agreement.
- d) None of our employees, agents or contractors are authorised to vary or add to this Agreement, make any representations about the performance, specifications or fitness for purpose of our goods other than those specified in our authorised written material. You agree that all such unauthorised warranties and

representations are expressly excluded) You have no more than 6 points on your driving license / 2 minor motoring offences in the last 5 years & you have not been disqualified from driving in the last 5 years.

### **3) Driver**

#### **You agree and acknowledge that:**

- a) only you will drive the Vehicle; you have not been convicted of, or have charges pending, for an offence relating to driving a vehicle;
- b) under the influence of alcohol or drugs; or
- c) with a blood alcohol level over any legal limit, in respect of which the term of the penalty has not been fully served or served at all;
- d) you are aged between 25 and 75 years old applicable to all models and hold a valid current unrestricted or (learners permits are not acceptable);
- e) You have not been refused or had any motor vehicle insurance cancelled for any reason within the three years prior to the Rental Period;
- f) you have held a full and valid drivers licence for 1 year or more,
- g) have a licence issued by one of the following countries: All EU (European Union – Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom) plus Switzerland, Norway, Iceland, USA, Canada, Australia, Thailand, Malaysia, New Zealand, South Africa, Singapore, China, Brazil, Argentina, Israel, Chile, Uruguay and Hong Kong, UAE.
- h) If you are not on the list in vii) you must get approval from our insurers and receive a response in writing saying we are able to insure you. If you do not have this approval you will not be insured on our vehicle and will be liable for any damage/accident up to an infinite amount.

### **4) Use of the Vehicle:**

#### **You the driver and any other approved insured drivers are solely responsible for the following does not incur:**

- a) That the vehicle is used for Hire or Reward
- b) You have not had any accidents when driving any motor vehicle in the last 3 years, other than 1 non-fault accident.
- c) You have no medical condition that is notifiable to the Licensing Authorities (such as DVLA) which has not been disclosed or reported to them
- d) Drawing a greater number of trailers than permitted by law
- e) Use of vehicles in or on any civil or military airport or airfield
- f) Carriage of hazardous goods, such as those of an explosive, inflammable or toxic nature.
- g) Take the vehicle outside of the EU, this will invalidate the insurance.
- h) Racing, any illegal or dangerous purposes, pace making, rallying, speed testing, driving tuition or similar purposes or propelling or towing any vehicle, trailer or any other object.
- i) Use of the vehicle in any manner which might render void your Insurance Policy or other breach of the Rental Agreement.
- j) Carry more passengers than may be properly accommodated by the seat belt restraints provided in the vehicle, or carry a greater load than that for which the Vehicle was built.
- k) Permit passengers to travel in the vehicle unless they are seated in forward-facing seats and properly restrained with the seat belts provided.
- l) Be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the country in which the Vehicle is being driven.
- m) Transport any animal in the vehicle except for Guide Dogs, unless authorised by Hiraeth Campers.
- n) Use the vehicle when it is damaged or unsafe
- o) Transport any children in a manner which is not following the law set out in the country/countries visited.
- p) Use the vehicle in contravention of any law

**In the event the vehicle is taken outside of the EU the following will apply:**

- q) You will not be covered under Hiraeth Campers Ltd.'s Insurance Policy
- r) An On the Spot Fine may be charged of up to £1,000 per unauthorised country at Hiraeth Campers Ltd.'s discretion
- s) Any cost including and not limited to theft and damage incurred to any Hiraeth Campers Ltd.'s vehicle as a result of your visit to a country outside of the EU will be charged to you alongside an administration fee of £50 +VAT
- t) Hiraeth Campers Ltd reserves the right to terminate your hire immediately or request you to take the shortest and safest route back into an EU Country.

**5) Where you can and Cannot Drive the Vehicle**

- a) You must only use the Vehicle on sealed roads
- b) You must NOT travel outside the EU with your Hiraeth Campers Ltd vehicle
- c) You are responsible for understanding and adhering to the laws of each country you travel to.
- d) You must not drive or take the vehicle:
  - i) On any road which is closed or restricted
  - ii) On beaches or through streams, dams, rivers or flood waters
  - iii) To any other area which we have, in our discretion, advised you not to enter.

**6) Hirers Responsibility**

**The Hirer accepts the following charges will be applied to the hirer's credit/debit card:**

- a) Accepts responsibility for all speeding/parking/toll infringements and £30 processing fee for each speeding/parking/toll infringements transferred into the hirers name plus the cost of the fine where applicable.
- b) A maximum fee of £200 may be charged at Hiraeth Campers Ltd.'s discretion if any evidence of smoking odours are found in the vehicle, plus the cost of any days the vehicle is off the road.
- c) A minimum fee of £100 will be charged if the vehicle is deemed to have been returned in an excessively dirty state, with stained interior and/or any rubbish left inside the vehicle.
- d) The repair of any damages caused during the duration of your hire or any 3rd party vehicles as per the terms of your rental agreement.
- e) Maintaining water, oil levels is your responsibility. Any cost incurred will be reimbursed. Should any malfunction of the vehicle occur, any sign of overheating, you must stop the vehicle immediately or you will be held liable for the full cost of the repair. Failure to ensure appropriate fluid levels and maintained may result in engine damage and will constitute a breach of your obligations under this Rental Agreement. Any damage incurred to the engine will be charged if you are discovered to be negligent.
- f) The full cost of replacing lost or damaged keys irrespective of insurance option chosen.
- g) The full cost of repairing any damage to the underside of the car caused by driving off road irrespective of insurance option chosen.
- h) The cost of replacing any items/equipment/fittings provided with your Hiraeth Campers Ltd Vehicle which have been damaged or lost. You have 24 hours to inform us of any missing or broken items.

**The Hirer accepts responsibility for the following:**

- i) You must always protect the vehicle against bad weather which may cause damage and always ensure the roof is pulled down in bad weather.
- j) Ensure that the vehicle is kept locked and the keys kept under your personal control at all times and produce such keys if the vehicle is stolen.
- k) You must always ensure the correct fuel is used, you are responsible for any expenses and damage caused as a result of using the incorrect fuel
- l) The vehicle will be supplied to you with a full set of tyres in good condition. In the rare event that any of them is damaged for any reason other than normal wear and tear you must undertake the replacing of it

immediately at your own expense with a tyre of the same dimensions, type and wear characteristics. In Winter Months Hiraeth Campers Ltd are not obligated to fit winter tyres to rental vehicles that will be taken to countries where they are a legal requirement. The responsibility for fitting special tyres to a vehicle and for equipping it with any other motoring accessories required in a foreign country rests with the driver.

m) You must stop report to Hiraeth Campers Ltd any damage to the vehicle or damage to any property within 24hrs weather that be by telephone or email. If you fail to do this you acknowledge that your failure to do so will invalidate any excess reduction taken under this agreement, therefore, making you liable for the full repair costs. You understand that you must do all things necessary to keep and maintain then vehicle in its current state and condition (fair wear and tear excepted)

n) You will not authorise or undertake any repairs to the Vehicle without Hiraeth Campers Ltd.'s prior written authority except to the extent that the repairs are necessary to prevent further damage to the Vehicle or other property. In this case you must first attempt to contact us by Phone or email to inform us of the steps you are intending to take and obtain our approval. We will only reimburse you for the cost of such authorised repairs if you keep and produce the original receipts for those repairs or salvage.

o) You must return the vehicle in a clean and presentable state and ready for the next customer to take possession of.

p) You are responsible for any charges arising from Customs and Excise seizing the Camper Van together with Loss of Use charge whilst Hiraeth Campers Ltd can not rent the vehicle to any other customer.

## **7) Cancellation and Deposits.**

### **All Hirers agree to pay:**

a) Rental Charges and Bond/Deposit Charges where applicable.

b) You must pay us a non-refundable deposit of 50% when you request a reservation and said reservation is accepted. The balance of the hire fees must be paid 7 days before collection. Hiraeth Campers Ltd will automatically deduct the bill from your nominated card

c) Our Cancellation Fees are as follows:

i) If cancelled 21-30 Days Prior to Rental then you forfeit 50% of the gross rental

ii) If cancelled 8-20 Days Prior to Rental then you forfeit 75% of the gross rental

iii) If cancelled 0-7 Days Prior to Rental then you forfeit 100% of the gross rental

d) Failure to be at the designated delivery point for the vehicle on the confirmed date will result in the loss of hire that day unless you have pre-approval from Hiraeth Campers Ltd or if you have advised Hiraeth Campers Ltd of any changes to the delivery location no later than 48 hours prior to the commencement of the booking. We reserve the right to release the vehicle 24 hours after you scheduled delivery time if you have not advised us of any changes to your delivery date, a 100% cancellation fee will apply.

e) There are no refunds for late delivery or early termination of your hire. This policy is subject to any rights you have under any law to the contrary to the extent stated in this Rental Agreement.

f) Should you decide to shorten your hire Hiraeth Campers Ltd are unable to refund any unused days.

g) If you make the vehicle available after the designated pick up time Hiraeth Campers Ltd reserve the right to charge a Late Collection Fee.

h) If you choose to alter your booking after you have initially booked Hiraeth Campers Ltd reserves the right to update or revise the rates offered.

i) Hiraeth Campers Ltd reserves the right to cancel or move bookings with 14 days notice.

j) If when you have commenced your travel and decide that you would like to extend your hire of the Camper Van your must first contact us for approval (at our discretion). Upon receipt of approval you must pay in advance for the additional days at the agreed rate. This must be in writing.

k) Hiraeth Campers Ltd reserves the right to cancel any booking within 24 hours of it being made. If cancelled an alternative option will be made available if you decide to not take up the alternative then we will refund you your hire.

l) Cancellations made by Hiraeth Campers Ltd entail a 100% reimbursement of the total hire. Hiraeth Campers Ltd are not liable for any further costs incurred. We recommend you take out Travel Insurance to cover all eventualities.

## **8) Bond**

- a) Credit/Debit Card details must be provided to us via the Payment Authorisation Form giving us permission to use the card details provided to take payment for your Hire and taking the Bond. This applies to bookings made over the phone or via email Bookings made through campertribe.co.uk will be paid using our online confidential payment system.
- b) You authorise us to hold in Bond the amount of £500 on your Credit Card at the commencement of the Rental Period. You authorise us to use the Bond to cover Insurance Excess Costs (and any incidental costs) as a result of any accident during the Rental Period. The bond amount will be deducted in full from your credit card if you are involved in an accident whilst using the Camper Van. The bond will be released back onto the card details provided 10 working days after the vehicle is collected and no damage has occurred and no parking/speeding/toll infringements have been received.
- c) The bond is applicable regardless of who is at fault and must be paid at the time the accident takes place, not at the completion of the Rental. You acknowledge that you must pay for anything not covered by insurance or the Bond
- d) If you are unable to pay the bond before the vehicle is delivered the Rental Agreement will be terminated.
- e) We advise customers ensure that the cards they provide for the Bond to be taken have enough funds available for the Bond to be taken.

## **9) Insurance & Damage**

Hiraeth Campers Ltd.'s Insurance is not a substitute for Travel Insurance. Hiraeth Campers Ltd strongly recommends that all hirers take out the highest level of travel insurance with their travel provider when visiting the United Kingdom & Europe.

Insurance and Damage cover is subject to the terms and conditions of our Vehicle Rental Agreement. This means that we indemnify renters against loss and damage that renters sustain as a result of an incident whilst a permitted driver is driving the rented Hiraeth campers Ltd vehicle. However, we will only do this if you have complied with the terms of our Vehicle Rental Agreement and the EXCLUSIONS listed in this document and you have paid the applicable amounts within the timeframes set out in the Hirer Vehicle Rental Agreement.

### **Terms & Conditions of Insurance & Damage Cover:**

Hiraeth Campers Ltd.'s Insurance is subject to the Terms & Conditions of the hirers Vehicle Rental Agreement and will become null and void as cover in the event the Agreement is breached.

a) A Breach of the Hirer Vehicle Rental Agreement can include, but is not exclusive to the scenarios described:

i) Incidents involving Dangerous Driving: Incidents involving Dangerous Driving are recognised as a Breach of the Terms and Conditions of the Hirer Vehicle Rental Agreement. Damage as identified below is specifically excluded from any Liability Reduction Cover (unless otherwise stated below) and the customer remains fully liable for all repair and recovery costs incurred:

ii) Allowing someone to drive who is not authorised by Camper Tribe Ltd

- b) Speeding
- c) Driving while intoxicated
- d) Driving Highways or any rural areas after sunset/before sunrise
- e) Falling asleep at the wheel or fatigue
- f) Single-vehicle incident
- g) Single-vehicle rollover
- h) Incidents involving animals

All recovery fees and repair costs are to be borne by the hirer if any of the above mentioned factors are involved in an incident.

## **Incidents and Breakdowns on Unsealed Roads**

- i) Recovery fees for breakdowns and incidents on unsealed roads are not covered under the terms and conditions of Liability Reduction Cover or the Hirer Vehicle Rental Agreement. NOTE: No vehicles are permitted on unsealed roads at any time.
- j) Stationery Incidents: Any damage sustained while the vehicle is stationery, unless there is another vehicle involved that has been identified and reported to the police. The hirer has a duty to park the vehicle in safe areas when not in use.
- k) Reversing vehicles: Any damage incurred while reversing.
- l) Animals: are permitted in a Hiraeth Camper Ltd vehicle however if any damage is caused by an animal then the hirer will be liable to cover the cost of the damage caused.
- m) Night Time Driving: Any damage sustained AFTER SUNSET and BEFORE SUNRISE outside of major cities and towns.
- n) Roof/Under body Coverage: Any damage to roof/under body of our vehicles. This includes damage sustained to Rooftop Tents.
- o) Tyres/Windows: All damage sustained to windows & tyres is not covered unless Liability Reduction B is purchased (Liability Reduction B offers coverage of 4 x Tyres and 1 x Front Windscreen ONLY).
- p) Theft, Fire and Break-In: Any damage/loss resultant from theft, fire or Break-in. Camper Tribe Ltd does not offer compensation for loss of any personal items.
- q) Water Damage: Any damage sustained from river crossings, flooding, beach driving or contact with salt water.
- r) Outside Agreed Area of Use: Damage sustained outside the agreed upon Area of Use as stipulated on the Hirer Vehicle Rental Agreement.
- s) Keys: Costs associated with the retrieval of keys which have been locked in the vehicle and/or recovery of broken, lost or stolen keys is to be borne by the hirer.
- t) Incorrect Fuel: Damage sustained as a result of incorrect use of fuel.
- u) Drivers: Any drivers not identified on the Hirer Vehicle Rental Agreement or in possession of a suspended/cancelled license will not qualify for any Liability Coverage.
- v) Towing & Recovery: All costs will be at hirer expense, unless authorised by senior management.
- w) Dangerous Driving: Damage caused as a result of dangerous driving. Dangerous driving is constituted by, but not limited to speeding, driving while intoxicated, fatigue, single-vehicle incidents, single-vehicle rollover.
- x) Negligence: The hirer will be responsible for reparation & recovery fees if the vehicle is damaged while being used in a negligent manner.
- y) Incidents involving other vehicle/s must be reported immediately. If other vehicle/s are involved and details of these vehicles (and their drivers) are not identified and reported, your insurance will be voided and the hirer will be liable for the full cost of repairs and recovery.
- z) Compensation for Unused Fuel: If the hirer is permitted to swap vehicles after a breakdown or incident, there will be no compensation offered for unused fuel.
- aa) Security Bond: a bond will be required at before any Camper Van is delivered. Only a valid credit card will be accepted – we do not accept cash as any form of payment. An administration fee equal to the merchant service fee will apply to all Liability Reduction Options.
  - i. If Vehicle and extra equipment are in an acceptable condition upon return to the contracted depot, bonds will be returned via our accounts department, unless the vehicle has been in or reported to have been in an accident. PLEASE NOTE: Bond refunds can take up to 30 Working Days to process.
  - ii. We are unable to refund bonds as cash. Any bonds from a bank account (i.e. not credit) due for return will be transferred to a bank account nominated by the hirer. Any bank fees associated with this are to be borne by the hirer.

## **10) Roadside Assistance**

- a) All Hiraeth Campers Ltd Camper Vans come with Roadside Assistance within the UK and EU.
- b) Fees may apply for callouts for Human Error e.g.:
  - i) Locked out of the Camper Van
  - ii) Lights left on
  - iii) Usage outside of contracted area of use
  - iv) Damage caused by negligence.
- c) In the event of any mechanical difficulties or any problems whatsoever big or small with your Camper Van you need to report this to Hiraeth campers Ltd within 24 hours. Repairs can only be made after written or oral confirmation from Hiraeth campers Ltd and instructions given by Hiraeth Campers Ltd as well as prior agreement of costs.
- d) Any fees or expenses for any repairs completed without the permission of Hiraeth campers Ltd are done so at your own risk and cost and will not be reimbursed to you.

## **11) Hire Period and Extensions**

- a) The minimum hire period is for 2 Days no exceptions
- b) Subject to the Terms and Conditions for this Agreement, Hiraeth Campers Ltd agrees to hire the Camper Van to you and you agree to hire the Camper Van from Hiraeth Campers Ltd for the Hire Period as requested. You may only use the Camper Van for the duration of this Hire Period as stated on your Rental Agreement. If an extension is granted the permission has to be gained in writing and the extension fee must be paid for immediately via the Debit/Credit Card details already provided. Hiraeth Campers Ltd will then confirm this in writing via email.
- c) If the Camper Van is not available for an extension the Camper Van MUST be made available for collection at the agreed time and location. Failure to do this will result in penalties being charged and deducted from your deposit.

## **12) Delivery and Collection of the Vehicle**

- a) The vehicle will be delivered and collected from your Home Address; this must match the address on your Driving License.
- b) You will need to provide Hiraeth Campers Ltd with your DVLA Code prior to the vehicle being delivered to you; we will also provide the delivery driver with this code to ensure it matches.
- c) You will need to provide Hiraeth Campers Ltd with your proof of address prior to a vehicle being delivered to you, this is to validate the insurance for your period of hire.
- d) You will need to show your passport to the delivery driver and agree that they can take an image of this. This image will be deleted when the vehicle is returned to Hiraeth Campers Ltd.
- e) Vehicles will be delivered between 1pm and 3pm.
- f) Vehicles will be collected between 9am and 11am.
- g) Our delivery driver will call to notify you when they are 30 minutes away so you know when to expect delivery of the vehicle.
- h) If a vehicle isn't available at the designated collection time then a penalty rate of Double the Daily Hire will be charged. Please note that you are liable for any and all costs up to and including the day that Hiraeth Campers Ltd retrieves the vehicle.
- i) If another booking is affected by the late return of a Camper Van you will be charged a penalty no less than £150, if the vehicle has not been made available for collection by the end of the day then the terms stated in 13g will apply.
- j) Vehicles MUST be made available at these times and in good condition. If there is any problem with the vehicle Hiraeth Campers Ltd MUST be made aware of this in writing before collection can take place.
- k) All vehicles will be delivered with a Full Tank of Fuel and MUST be returned on a Full Tank of Fuel.
- l) We may request the immediate return of the Camper Van or we may re-take possession of the Camper Van without notice if reasonably suspect that:
  - i) You have breached the Terms and Conditions of this Agreement.

- ii) You have damaged the Camper Van or are likely too.
  - iii) Injury to persons or property is likely to occur
  - iv) The Camper Van may be or has been used for an unlawful purpose.
- m) You agree to use, operate and possess the Camper Van at your own risk and you agree that we will have no responsibility or liability for any loss or damage or death except as required by law. To the full extent permitted by law you agree:
- i) That you release and discharge us and our agents and employees from all claims and demands on us
  - ii) Any loss or damage whatsoever and whenever caused to you whether by way of death, or injury to, any person of any nature or kind, accident or damage or loss of property, delay, financial loss (including accommodation or meal costs) or otherwise, arising directly or indirectly from or incidental to your use of the Camper Van or any accident to or involving the Camper Van or its use, operation, repair, maintenance or storage or which may otherwise be suffered or sustained in, upon or near the Camper Van provided that this release shall not extend to any claims arising from a negligent act or omission by us
  - iii) Any loss or damage as a result of items being left in the vehicle after its return to us or stolen from the vehicle.
  - iv) Any person claiming the return of personal property left in the Camper Van is required to supply us with satisfactory proof of ownership.
  - v) You have rights conferred under consumer legislation and no provision in this Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights which you may have under UK Law.

### **13) Theft and Loss**

- a) By signing this Agreement you agree that you will look after the Camper Van and its keys all the time that is in your possession. Loss of the keys will result in a £250 charge plus any courier or postage costs to supply you with a replacement key. You will not be reimbursed for any loss of days due to keys being lost.
- b) You MUST always lock the Camper Van when you are not using it.
- c) If you intend to leave the Camper Van for an extended period of time you must make sure you park it in a secure location.
- d) In the event the Camper Van is lost or stolen during the hire you are liable for at least £1,000.
- e) If it is discovered that you negligent for the theft or loss of the Camper Van, Hiraeth campers Ltd will demand the full cost of a replacement Camper Van and the Rental Agreement will be terminated with immediate effect. Negligence includes parking the Camper Van in an unsecured location for any length of time.
- f) If you found not to be at fault then you are still responsible for the £1,000 excess however Hiraeth campers Ltd will provide you with a replacement vehicle where available. Please note whilst we will always try to replace like with like this may not always be possible due to availability and location.
- g) Personal effects should be covered under you own personal travel insurance policy. Hiraeth Campers Ltd strongly recommend you obtain the highest level of Travel Insurance available to you to cover any and all eventualities.

### **14) Acknowledgement and Warranties**

- a) By hiring a vehicle from Hiraeth campers Ltd you are deemed to have accepted this Agreement. This Agreement is deemed too have been entered into when you request a reservation. You warrant that the information contained in the Rental Agreement is true and correct and that the Credit/Debit Card Details provided are those of the Hirer named in the Rental Agreement.
- b) You acknowledge that we go no express warranty in relation to the Camper Van other than those conditions and warranties implied by statute, which cannot be excluded, restricted or modified, such as those under VOSA. We are permitted to limit liability under those statutes for breach of an implied condition or warranty you agree that our liability is limited to replacement, repair or re-supply of the Camper Van. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety. Hiraeth Campers Ltd are not liable for any indirect, special, incidental or consequential damages to this Agreement.

## **15) Our obligations**

- a) We will use our reasonable endeavours to replace the Vehicle in the event of a breakdown or accident (caused by a 3rd party) subject to availability and location
- b) Subject to Terms and Conditions not being breached by the renter; If we cannot supply a replacement vehicle under clause I, then we will refund your hire fees for any WHOLE days for which you lose TOTAL use of the Camper Van. If a breach of terms and conditions has occurred we reserve the right not to refund any monies whatsoever.
- c) We will provide a 24 hour road service free of charge subject to this Agreement

## **16) VAT**

- a) All fees described in this Agreement are inclusive of VAT unless other stated. You agree to pay VAT at the same time as you pay the fees.

## **17) Termination**

- a) We may terminate this agreement at any time if you breach this Agreement or if any of the information contained in the Rental Document is found to be false.
- b) If this agreement is terminated for any reason other than a breach by us you MUST immediately pay all rental fees

## **18) Dispute Resolution**

- a) If you disagree and wish to file a complaint you agree to resolve your complaint or dispute with us by:
  - i) Immediately notifying our office Granary Court, Alton Road, South Warnborough, Hampshire RG291RP ) within 5 Business Days of returning the vehicle.
  - ii) Provide in writing exact details your complaint with any relevant evidence.
  - iii) We will use our responsible endeavours to provide a response to you within 10 Business Days of receiving your complaint.
  - iv) If upon receiving our response you are still dissatisfied and have further queries you must notify us in writing within 5 Business Days of receiving our response and will arrange a meeting between yourselves and Camper Tribe Ltd with the aim of resolving the dispute.

## **19) Liability and Loss**

By signing this agreement you acknowledge that Hiraeth campers Ltd has no liability in respect of any injury, loss or damage arising from the use of the vehicle. Nor shall Hiraeth campers Ltd be liable for any indirect loss or damage or in the case of consumers, damage which was not foreseeable by both parties Hiraeth campers Ltd shall not be liable for damages arising from defects or mechanical failures which are not attributable to any breach of the manufacturers warranty implied by law to reasonable care or exercise reasonable skill.

## **You and any approved Driver shall:**

- a) Inform Hiraeth campers Ltd of any loss, damage or fault developing in the vehicle as soon as you become aware of any damage, fault or loss.
- b) Indemnify Hiraeth Campers Ltd against loss as is recoverable at law where that loss is incurred by reason of a breach of this Agreement by you or any other approved Driver.

**You and any approved Driver shall not:**

- c) Without prior consent or Hiraeth campers Ltd incur any liability for repairs to the camper Van. If Hiraeth campers Ltd authorise someone to work on the camper Van for specified repairs then Hiraeth campers Ltd will only refund the cost of this pre-authorised amount with a valid receipt.
- d) Make any claim for loss or damage to any property left stored or transported in or upon the camper Van unless due to our negligence.

**20) General Provisions**

- a) All transactions for made in British Pounds (£). Hiraeth campers Ltd accepts not responsibility for exchange rate fluctuations, positive or negative.
- b) Refunds and reimbursements can only be authorised by admin@hiraethcampers.com and cannot be authorised by any other operatives of Hiraeth campers Ltd.
- c) Except as provided by law and then only to the extent that any such obligation cannot be excluded. No part of any monies paid or payable by You the Hirer pursuant to this Rental Agreement is refundable.
- d) Hiraeth campers Ltd can refuse to provide a camper Van to any customer who is, in their opinion, unfit to drive or does not meet the eligibility requirements or is abusive. In such circumstances no refund will be due.
- e) Hiraeth campers Ltd reserves the right to remove any discounts applied to a booking if the customer chooses to shorten or change their hire from the original specification.
- f) Hiraeth campers Ltd will allocate vehicles ahead of time depending on many factors from availability to mechanical/servicing requirements. All vans within your specified category are laid out the same and drive exactly the same. Hiraeth campers Ltd cannot guarantee a specific camper will be delivered and reserves the right to conduct modification to the layout of their camper Vans at any time.
- g) There may be occasions when due to unforeseen circumstances (Vehicle Theft, Crash, etc.) and we are then unable to supply you the Hirer with the vehicle as requested. Hiraeth Campers Ltd take no responsibility for factors that are outside of our control and will always endeavour to supply a vehicle of similar quality and characteristics.
- h) Hiraeth campers Ltd reserves the right to revise these Terms and Conditions at any point they see fit and by using our website [www.campertribe.co.uk](http://www.campertribe.co.uk) you agree to be bound by any such revisions and should therefore periodically visit the Terms and Conditions page to determine the current Terms and Conditions to which you are bound.
- i) This Agreement is governed by and constructed in accordance with the Laws of England. All disputes arising out of or in connection with the agreement shall be subject to the exclusive jurisdiction of the English Courts.

<b><u>Accepted By Renter</u></b>		<b><u>Accepted By Owner</u></b>	
Signature		Signature	
Print Name		Print Name	
Date		Date	