



Cool4campers VW Camper hire
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Definition of T&C• 1>9

1) 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 Cool4Campers literature, the provisions of these Terms and Conditions apply.

'Cool4Campers' Means Cool4Campers

'Customer'

Means the person or persons nominated as the hirer under the heading 'Hire Details' on the Insurance Motor Rental Agreement and any person who presents payment for the rental.

'Living Equipment'

Includes but is not limited to, CD player, crockery, cutlery, cooking utensils, awnings etc.

'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 Cool4Campers.

'Security Deposit'

Means the Vehicle security deposit detailed under the heading 'Security Deposit' in the Insurance Motor Rental Agreement, which will be paid in cash at the time of rental.

2) DELIVERY AND RETURN OF VEHICLE

I acknowledge having received the Vehicle in a clean condition and in sound working order in accordance with the Departure Checklist and with fuel in the tank and one gas bottle. I will return the vehicle in a clean condition with the same amount of fuel in the tank, on the return date and time set out under the heading 'Check in' in the this Agreement.

I acknowledge that Cool4Campers will not refund to 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.

3) RENTAL AND OTHER CHARGES

I will pay Cool4Campers;

- All rental charges
- The security excess, which must be paid in CASH on the day, Bank transfer or Paypal 72 hours before hire.
- The nominated valeting fee of £50 if the camper is not returned with the interior in a clean condition;
- The nominated cancellation fee in the event of cancellation of this agreement prior to the hire The cost of any damage to the camper or the property of any third party, subject to the insurance cover.
- 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 camper, and associated administration costs incurred in relation to the vehicle during the rental period.
- Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by Cool4Campers as a result of any breach by me of the terms of this Agreement.
- The daily rental rate for the period the Vehicle is off fleet for accident repairs (demurrage); The cost to recover a Vehicle which has become bogged.

4) ERRORS IN RENTAL CHARGES

Total charges as set out therein are not final. I will pay any shortfall in charges to Cool4Campers and I will receive a refund for any overcharge acknowledged by Cool4Campers

5) PAYMENT OF CHARGES JOINT AND SEVERAL LIABILITY

All charges and expenses payable by me under this Agreement are due on demand by Cool4Campers.

If I do not pay all charges when due, I agree to pay a late charge of £5 per day on the outstanding balance and any collection costs incurred by Cool4Campers, 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.

6) MY WARRANTIES

I warrant that all information supplied by me to Cool4Campers in connection with this agreement is true.

7) VEHICLE DAMAGE - INSURANCE COVER

I am aware that;

- a) The Vehicle is insured for damage to the Vehicle and the property of a third party;
- b) I will have to pay an excess for any damage. The insurance excess is £1000 of which a 50% refundable deposit is left before hire commences. We only charge for the cost of the repairs or replacement items and the quote/bill will be available for you to see on request.

8) ROAD RESTRICTIONS

- a) All Vehicles may only be driven on sealed / bitumen roads.
- b) I acknowledge that Cool4Campers 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.

9) TYRES

The hirer will be fully responsible for the replacement of tyres damaged during their hire period.

10) SMOKING

Cool4campers operates a strictly enforced NO SMOKING policy in all vehicles.

11) KEYS

The Hirer will be responsible for the cost of replacing keys which are lost or broken, or for the retrieval of keys locked in a vehicle. Cost of a locksmith travelling to the vehicle will be at The Hirers expense.

12) USE OF VEHICLE

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

- a) driven otherwise than in a cautious, prudent and normal manner;
- b) used in a manner which could cause damage;
- c) driven in a prohibited area or in an area other than the areas indicated by me to Cool4Campers;
- d) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- e) left with the ignition key in the vehicle while it is unoccupied;
- f) left unoccupied without the CD faceplate removed, steering wheel security lock applied;
- g) Driven by persons; i) Under the age of 25 years; or ii) 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 'Driver Details' in the Motor Rental Agreement;
- h) Damaged by; i) Submersion in water; or ii) contact with Salt Water;
- i) used for any illegal purpose for any race, rally or contest;
- j) used to tow any vehicle or trailer;
- k) used to carry passengers or property for hire or reward;
- l) 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;
- m) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material;
- n) otherwise used in breach of my obligations under this Agreement.



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13) ALTERATIONS TO THE VEHICLE

I shall not make any alterations or additions to the Vehicle without the prior written consent of Cool4Campers.

14) PETS

I will not allow any animals to be carried in the rental vehicle unless approved by Cool4Campers in writing before travel. I acknowledge that any damage repair costs or extra valeting costs caused because of, or by a pet travelling in the vehicle must be paid for in full by myself.

15) PASSENGERS

Cool4Campers authorises the use of these vehicles up to the stated number of passengers.

Each person to use the safety restraints provided at all times whilst vehicle is in motion. Our Camper vans carry 4 people (inc. driver).

16) MAINTENANCE

- I shall take all reasonable steps to properly maintain the Vehicle, including oil checks, water and batteries.
 - I acknowledge that Cool4Campers will reimburse me for expenditure up to UK £40.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle (not including the water system, refrigerator, heating and audio equipment), provided that;
 - I produce relevant receipts; and
 - I have received the prior consent of Cool4Campers;
 - 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 Cool4Campers will reimburse me for expenditure reasonably incurred if;
- I produce relevant receipts;
 - The tyre is defective and is returned by me to Cool4Campers 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).

17) RESPONSIBILITY SHOULD AN ACCIDENT OCCUR

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

Notify Cool4Campers within 24hrs of the happening of the event; Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;

Complete a accident report form as supplied;

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

Assist Cool4Campers 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.

18) TERMINATING THE AGREEMENT

I acknowledge that Cool4Campers may terminate this Agreement and repossess the Vehicle at any time, without notification to me, and that I will pay the reasonable costs of repossessing the Vehicle, including towing charges if;

- a) I am in breach of any term of this Agreement;
- b) I have obtained the Vehicle through fraud or misrepresentation;
- c) The Vehicle appears to be abandoned;
- d) The Vehicle is not returned on the agreed return date or Cool4Campers reasonably believes that the Vehicle will not be returned on the agreed return date.
- e) Cool4Campers 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.

19) CHANGE OF VEHICLE

Cool4Campers reserves the right, at its absolute discretion, to substitute a comparable or superior Vehicle for the Vehicle. In that event, I shall not be liable for any increased rental or other charges save for any addition running costs pertaining to the substitute vehicle. Such substitution shall not entitle me to any refund and does not constitute a breach of this Agreement.

20) RELEASE AND INDEMNITY OF COOL4CAMPERS

Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I release Cool4Campers, 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 Cool4Campers premises or recovered or handled by Cool4Campers.

Subject to any insurance arrangements agreed with ACool4Campers, I hereby indemnify and shall keep indemnified Cool4Campers, 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.

21) TITLE TO VEHICLE

I acknowledge that Cool4Campers retains title to the Vehicle and that I possess the goods as a mere bailee only. I do not have any right to pledge Cool4Campers 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.

22) CHANGES TO AGREEMENT

Any changes to this Agreement must be in writing and must be signed on behalf of Cool4Campers and by myself.

23) PROPER LAW

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

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. Cool4Campers reserves the right to add or amend any rental charges without prior notice.

25) SECURITY DEPOSIT

- a) On taking delivery of the Vehicle, I agree to pay the Security Deposit in CASH on the day, Bank transfer or Paypal 72 hours before hire.
- b) I irrevocably authorise Cool4Campers to deduct from the Security Deposit any amounts due by me to Cool4Campers arising out of this Agreement.
- c) The security deposit will be refunded on save return of vehicle and contents to the correct location, undamaged, with a clean interior with the same amount of fuel in the tank. We reserve the right to retain a £50.00 soiling fee if the motorhome is not returned with the interior in a clean condition.
- d) 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.