

Deal dubs VW'S VAN RENTAL AGREEMENT



Our aim is always consistently delivering a high-quality hire service to all of our customers. You naturally want your campervan to be ready, complete and clean when you collect it from us. The next hirer will expect and deserves the same standard. By reading, understanding and complying with these Terms & Conditions, you can minimise distress if unforeseen events occur and show consideration for the next hirer.

These terms & conditions apply to all hires of Dealdubs VW's vehicles and as such must be signed prior to hire.

1. HIRE - PERIOD

The period for which you request to hire the Vehicle, as shown by the booking form, including any extension to that period by reason of delayed return of the Vehicle (whether by agreement or not).

2. VEHICLE

The VW campervan hired to you under this agreement and specified in the booking confirmation a copy of which is attached (or any replacement for it that becomes necessary during the Hire Period).

3. HIRE

We hire the Vehicle to you subject to this Agreement (comprising the booking form, these terms and conditions, the policy or policies of insurance covering the Vehicle and equipment of ours that you also hire. Our invoice and any other documents relating to or containing details of the Vehicle and or Hire Period and or pricing) By signing a copy of these terms and conditions you confirm that you will strictly comply with the Terms of the Agreement between us. You must not transfer, assign or sublet the benefit to you of this Agreement, or claim in any circumstance to own the Vehicle or to have rights over it beyond those conferred by this Agreement. We may transfer or assign the benefit of this Agreement to a third party, but only if we ensure that the third party is bound by and will honour its terms. We permit you to use the Vehicle only upon the terms and conditions of this Agreement.

4. BOOKING

*The campervan hire booking form must be completed and sent to us with a non-refundable "booking deposit" of **30%** of the total hire charge (Payable by bank transfer)*

Dealdubs Ltd

Account Number: 52784884 Sort Code: 608371

Please put the surname on the booking form as reference

*On receipt of the completed booking form and your deposit we shall confirm the hire in writing, and this contract comes into effect when we post that confirmation to you. The balance of the hire charge must be paid in full at least **7 days** before the start of the Hire Period, failing this we reserve the right to rent out the Vehicle to someone else, and keep your booking deposit.*

We reserve the right to refuse or to terminate any hire in our absolute discretion. We will make every effort to accommodate amendments to booking dates. However, this may not always be possible due to other pre-made bookings.

5. SECURITY DEPOSIT

*There is a **£550** security deposit to be secured with us before the start of the hire period for the purposes set out below. This security is to be paid **24 hours prior to collection** by Bank transfer.*

Dealdubs Ltd

Account Number: 52784884 Sort Code: 608371

We will refund the Security Deposit on safe return of the Vehicle and all the equipment hired out with it, as long as it is in the condition in which it left our premises. You must pay this to cover the possibility of negligent damage to the Vehicle or the fixtures and fittings in it or to equipment included in the hire. The Vehicle will have a full tank of fuel at the start of the Hire Period, and must be returned with a full tank of fuel at the end, if it is not we will charge you for the cost of fuel.

The Security Deposit will be refunded within **48 hours** of the end of the Hire Period (less the cost of repairing any damage, replacing any damaged or lost fixtures, fittings or equipment, refuelling costs, cleaning charges, missing items as appropriate. If there is an insurance claim, we reserve the right to retain the Security Deposit for as long a period as is necessary to calculate what we must deduct from the deposit so that we are fully compensated. Where we incur costs that we set against the Security Deposit, we will provide you with an itemised invoice detailing those costs. The hirer accepts that Deal Dubs VW's decision as to whether the Vehicle is returned in the same condition is final. Please note exterior washing is not necessary.

6. CANCELLATION

If you cancel once we have confirmed your booking reservation, as long as you do it more than 14 days before the start of The Hire Period, we will keep the booking deposit, and you will owe us nothing more. If you cancel less than 14 days of the start of the Hire Period, you will owe us **50%** of the total hire charge ("cancellation fee" as well as forfeiting the booking deposit). **If you cancel after the hire period has commenced, you will forfeit the total hire charge.** However, if we do manage to get another booking of the Vehicle for the same Hire Period, we shall waive the cancellation fee, but not the booking deposit.

7. CHARGES

The charges stated on our invoice cover you for the use of the Vehicle during the Hire Period, and include basic rental charges, insurance, charges for any optional

or ancillary services chosen by you, and any applicable taxes at rate prevailing at the date of our invoice. Additional charges may arise from your use of the Vehicle during the Hire Period, and may include matters noted above, a late return charge, an additional driver charge, an extra cleaning charge, and any road tolls or fines for charges arising from traffic or parking offences during the Hire Period. All charges are subject to final calculation after the end of the Hire Period.

7A. COVID-19 Refunds & Process

Deal Dubs continues to offer a normal service during lockdowns. Increased COVID secure processes have been applied to our daily approach which relate to the cleaning of our vehicles and our handover process. We have also developed a contactless booking system within our website. During any current or future lockdown periods, if a booking has been made with Deal Dubs, and it has a detrimental effect on the booking period you have chosen then a refund will be made available or alternative dates can be secured on your booking. Deal Dubs will not apply any additional financial penalties for bookings that need to be cancelled or re-arranged due to COVID-19 lockdown situations that are beyond the control of our customers.

8. INSURANCE

In some cases, we shall incur additional charges, for example if the drivers to be insured have road traffic convictions, or are using foreign drivers' licenses, or work in what our insurers consider to be high risk occupations, or are under 23 or over 75. We shall pass these charges onto you. If you fail to provide us with full and accurate information, your insurance may be invalid. In this case you will be liable for all losses howsoever sustained during the Hire Period, including claims by third parties. The cost of insuring an additional driver is £5 per day per person (assuming a clean driving licence). Only three drivers in total can be insured for any one

Vehicle. The Vehicle has comprehensive insurance for the first and any other named drivers. Insurance is only for the Vehicle and for any equipment that belongs to the Vehicle. You are advised to take out your own personal effects and travel insurance. We are not responsible for any damage in connection with any accident or breakdown or for any loss from the Vehicle during the Hire Period. You must report any incidents involving damage caused to or by the Vehicle to us during the Hire Period, or at the latest on return of the Vehicle; otherwise the insurance may be invalidated, and you will be personally liable for all costs. If any third party suffers death, personal injury or damage to property caused by use of the Vehicle that involves a breach by you, or any authorised driver, of any of the terms and conditions of this Agreement, or the terms of our insurance policy, you agree to indemnify us, if we have to compensate: (a) the insurers for any payment they make to a third party on your behalf; and/or (b) any third party.

Our insurance policy protects us and you (authorised driver(s)) against legal claims from any other person or death or personal injury or damage to any person's property caused by use of the Vehicle on the road, provided you report the incident to us and you are not in breach of these terms and conditions and those of our insurers.

If the Vehicle is driven off road, on unsurfaced roads, without due care and attention, negligently, or where the driver is under the influence of alcohol and / or other drugs you will not be covered for any damage to the Vehicle and may be liable for the full cost.

9. EXCESS

If an insurance claim is made you are responsible for a £750 excess, which is due in respect of each incident, and includes loss or damage to equipment, fixtures and fittings, or to third party property. The excess payable by you may increase if you

are over 70, have driving offences or criminal convictions. We will inform you before the hire period commences if the excess increases.

10. DRIVER'S LICENSE

You must have held a full UK driving license or a European Union Licence for a minimum of 2 years. We take your declaration of good health to mean that you have no mental or physical disabilities that 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, we take it as meaning that you are taking no drugs likely to affect your driving. We require the driving licence numbers and 2 other identification information for all those who intend to drive, when you make your booking. We must see driving licences (photo card and paper counterpart, unless "old-style") and passports for you and all named drivers, plus 2 other forms of identification, such as a recent utility bills, before you will be able to drive the Vehicle away. You agree that only pre-authorized and pre-identified people will drive the Vehicle. Our Obligations

We will supply the Vehicle to you in good overall and operating condition, complete with all necessary documents, parts and accessories, and adequately insured. We will check the condition of the Vehicle in your presence at the start of the Hire Period and on return of the Vehicle. We shall provide a record showing agreed defects.

11. COLLECTION AND RETURN

PICK UP TIMES - 10AM - 12PM

RETURNS TIME - No later than 16.00

When you arrive to collect the Vehicle, please ensure you allow at least an hour for us to show you around it, and how to operate the cooker, sink, fridge, roof,

camping gas, grill and heater (where applicable), water storage, etc. We shall also need to complete the paperwork within that time, and you will need to transfer your luggage into the van.

Please return the van by the agreed time, or you will inconvenience others. Please allow sufficient time to get back to our premises so that you do not over-drive the Vehicle trying to get back in a hurry. If you return the Vehicle outside normal business hours, you must comply with our out-of-hours return instructions. You remain fully responsible for the Vehicle until we re-open for business. If you fail to comply with these instructions, you remain responsible for the Vehicle until we are able to access it. If at any time we have agreed that you may return the Vehicle to a place other than our premises, or if we have agreed to collect it, you remain fully responsible for the Vehicle until we have collected it. On return of the Vehicle to our premises, we will carry out a vehicle inspection and an inventory check. Please allow 1 - 1½ hours for unloading the vehicle, our inspection and signoff.

12. LATE RETURN

*If a Vehicle is returned to our premises later than the agreed time, without our prior agreement, you must pay **£50 per hour** or part as liquidated damages. You will also be affecting the holiday of the next person to hire the Vehicle. Should the late return of the Vehicle make us liable for costs greater than the total payable at this hourly rate, the excess is a debt due to us from you. Charges and costs for late return will be deducted from, but not limited to, your Security Deposit. By signing this Agreement, you accept our right to make such deductions. Outside the peak periods (mainly school holidays) you may negotiate a different return time for the Vehicle. If this is after midday, you will be liable for a further day's insurance (£20), due to the charging periods of our insurance company. No refund is given for early return of the Vehicle.*

13. CLEANING

You must pay an additional charge, if the Vehicle requires more than our standard cleaning on its return to restore it to its pre-rental condition, allowing for fair wear and tear.

14. OCCUPYING THE VEHICLE

You must inform us on the booking form, or subsequently in writing, of the names and ages of all the people who will occupy the Vehicle during your stay. Failure to do so is a breach of these Terms and Conditions and may invalidate the insurance.

15. HEALTH AND SAFETY

You must follow the health and safety guidelines when operating the Vehicle and its appliances and using any equipment in the Vehicle or awning. The instructions for using the van and its accessories, including the health and safety guidelines, will be given to you verbally

16. 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. We do not offer child seats or boosters.

17. DO'S AND DON'TS

You agree that you will NOT:

- Carry more passengers than the seating capacity of the Vehicle,*

- *Allow it to be overloaded or loaded insecurely.*
- *Use the Vehicle to carry passengers or goods for hire or reward.*
- *Tow or push any vehicle, trailer or other object; drive off road (this includes driving on beaches), on un-surfaced roads or on roads unsuitable for the Vehicle (apart from within recognised (caravan / camper van sites).*
- *Carry any object or any substance which, because of its condition or smell may harm the Vehicle and/or delay our ability to rent the Vehicle again.*
- *Take part in any race, rally, test or other contest.*
- *Drive or park in contravention of any traffic or other regulations.*
- *Use the Vehicle for any illegal purpose; use the Vehicle for sub-renting.*
- *Drive, or be driven, in restricted areas including, but not limited to, airport runways, airport service roads, and associated areas; undertake driving training activity.*

18. EXTENT OF TRAVEL

Let Us Know if you will be travelling in Europe and we will arrange everything for you. As well as arranging suitable insurance and breakdown cover, we will also provide your European pack with everything required to stay legal, headlamp converters and arrange your VE103 form. This is now a legal requirement for anyone driving a hire from the UK in Europe.

19. FUEL

The fuel tank will be full on collection and must be returned to us full. The cost of the missing fuel will be deducted from your Security Deposit if the Vehicle is returned with the tank less than full. The Vehicle's fuel system is diesel. In the event that the incorrect type of fuel is used, the hirer will be liable for all costs to reinstate the vehicle to full operational use.

20. CAMPING GAS/BATTERIES

Gas is provided for the cooker and fridge. There is an onboard leisure battery that charges when you drive. The van has electric hook up that power's lights and fridge while on an equipped campsite. Instructions will be supplied on pick up.

One gas cylinder will be supplied at start of hire and will be full. The cost of refills thereafter will be the responsibility of the hirer.

21. MAINTENANCE / SUGGESTIONS FOR AN ENJOYABLE RIDE

Keep the speed down - If there is damage or breakdown caused by your own actions, you will be liable for the cost of repair/replacement. This could be due to such things as working the engine too hard or filling with petrol. This list is not exhaustive. You must check the oil, water and other gauges beyond 500 miles, refilling as necessary. Your invoice will show the mileage on your Vehicle on the day of collection. If you cause damage to the engine through driving too fast (over 70 mph) over too long a period of time, and ignoring the warning lights, you will be liable for any repairs required or even for the cost of a replacement engine.

It is the hirer's responsibility to monitor the oil and coolant levels.

22. SMOKING

It is illegal to smoke/vape inside the Vehicle or awnings. You will be liable for any damage caused to either, or their contents, through smoking.

23. KEYS

If keys are lost or damaged, you are liable for the reasonable costs of and relating to obtaining replacements and further costs if this leads to the theft of the Vehicle.

24. YOUR CAR

During the Hire Period we will store your car for you. The parking is covered by CCTV. We cannot accept responsibility for the loss of, or damage to, your vehicle or its contents, however caused.

25. EXTENT OF YOUR AUTHORITY

You are authorised to drive the Vehicle on the conditions in this Agreement and must, at all times, use the Vehicle 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. You may additionally lose the benefit of any waivers or insurance selected by you. We reserve the right to take back the Vehicle 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 remove and keep in a safe place any removable radio and/or radio/CD face plate when the Vehicle is unoccupied. You must use seat belts, child seats and other child restraints as appropriate.

26. SECURITY

Whilst the vehicle is in your care, you are responsible for ensuring that all reasonable precautions are taken against damage to, or theft of or from the vehicle. When you leave the vehicle, ensure all windows and rooflights, pop tops are closed, doors are locked, and you have the keys. Do not give the keys to anyone else or permit unauthorised persons to drive the vehicle. Do not leave valuables on display, or leave the vehicle in a vulnerable position, such as on a junction or street

corner, poorly lit or unsuitable areas. Taking these basic precautions will help reduce the risk of unwelcome attention and the distress this can cause.

27. LOSS OR DAMAGE

You will be liable for all losses and costs we incur in the event of loss, damage to, or theft of the Vehicle, or any parts or accessories, while in your possession, whether this damage, loss or theft involves deception of, or on the part of you or a third party, or as a result of the keys remaining in the Vehicle whilst it is unoccupied, or was caused intentionally 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 covers our costs for handling any claim arising from damage caused to the Vehicle, 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 breach of this rental agreement. You will be liable for the loss or damage to any in-car entertainment equipment - cover for these items (e.g. the CD player) is not provided by our insurers.

28. BREAKDOWN

If you have any difficulties, please report these immediately to us **07773668582**. In the event of breakdown, recovery or repair services will be provided. The Vehicle has full U.K. and European Warranty Wise Roadside Recovery.

We must pre-authorise all repair costs. We may offer a replacement van, but this will be subject to availability. We cannot accept liability for any costs arising from accident, breakdown or any other cause, e.g., replacement vehicle costs, travel, or accommodation etc. Our liability only extends either to replacing your Vehicle with a similar one or refunding your hire charge for any days for which you lose the total

use of the Vehicle. You will need to return to our premises, at your own cost, but preferably with the Roadside Recovery Service returning your original Vehicle, to collect a replacement van, if one is available. If you have broken down, you must remain at a safe distance from the Vehicle until the Roadside Recovery Service arrives. You must not abandon the Vehicle at the roadside if you wish to continue your journey with another form of transport. You must hand over the keys to the Roadside Recovery Service.

29. HABITATION EQUIPMENT OR ACCESSORY BREAKDOWN

Breakdown of an item of on-board equipment does not render the vehicle unusable or necessitate in the curtailment of your holiday. In the first instance, please contact us so that we may establish whether the problem can be resolved during the hire period. This may mean a visit to a VW dealership or repair centre. Reasonable agreed costs up to the value of £50 including VAT, supported by a VAT receipt, will be reimbursed. Please do not attempt DIY repairs.

Parts for VW campervans are expensive and for the most part is not "off the shelf". If the Vehicle sustains damage at any time during your hire, please inform us straightaway. If we know about it we can start to make arrangements for repair before the Vehicle returns, rather than having no time to effect repairs prior to the next hire, potentially leaving us in a position of having to cancel or compensate another customer's holiday. Wilful damage, neglect of care or accidental damage which is not part of a road accident (e.g. a tin falling out of a cupboard and puncturing a table or worktop), is not covered by insurance.

30. ANIMALS

*Pets are welcome but there will be an additional charge of **£5** per night. You will also be charged for any damage caused by the animal during the hire period. We also reserve the right to charge extra if animal hair or odour requires extensive cleaning.*

31. ACCIDENTS, THEFT AND VANDALISM

*You must, where possible, report any traffic accident involving the Vehicle to the police and to us immediately **07772668582**.*

Report loss, damage or theft involving the Vehicle to the police and to us within 48 hours of, or of discovery of the incident. You will need to return to our premises, at your own cost, but preferably with the Roadside Recovery Service returning your original Vehicle, to collect a replacement van, if one is available. 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 must take the names and addresses of everyone involved, including all witnesses.

An accident or theft report form must always be completed and submitted to us when you return the Vehicle. We ask you to take as many photo's as possible on your mobile phone/ camera as possible. In case of theft, you must return the keys to us. We will not refund the hire charge for any days you lose use of the Vehicle due to an accident, theft or vandalism. We cannot accept liability for any costs arising from such events, e.g. replacement vehicle costs, travel, accommodation, phone calls etc. You agree to co-operate with us and our insurers in any investigation, or in subsequent legal proceedings, arising out of any loss of or damage to, the Vehicle.

32. RETURN OF ITEMS LEFT IN THE VEHICLE

We will be happy to return your belongings left in the Vehicle at a charge of £10 plus postage and packing per item. This will be deducted from your Security Deposit.

33. YOUR LIABILITY

You are personally liable for all road tolls, fines and legal penalties (e.g., parking tickets, speeding fines) which are incurred during the Hire Period. Any charges notified to us after we have released, or to a greater sum than, the Security Deposit will be immediately invoiced to you, and we require payment within 14 days. You are liable for any losses or damage caused by you and/or your party, and we cannot accept liability for any losses or damage or liability caused by you to yourselves or third parties, or your or their property. You are fully responsible for damage caused by failure to assess the height of the Vehicle and striking overhead or overhanging objects. You will also indemnify us against any liability, caused by damage to overhead or overhanging objects and resultant damage to third parties and their property. You must use the Vehicle and its contents responsibly, and comply with our instructions and health and safety guidelines. Where no instructions or advice or guidelines are given, we expect you to apply common sense.

34. BREACHES OF THESE TERMS AND CONDITIONS

If you commit a breach of this Agreement, we have the right to terminate your booking; if you are already in the Vehicle, we may require you to vacate it immediately. A breach of this Agreement includes, without limitation, failure to comply with our instructions (about how to use the van), or health and safety advice, or circumstances where your behaviour, or that of your guests or pets, is likely to have a significant adverse effect upon the Vehicle, or people or property in the vicinity. If you commit a breach of this Agreement, no part of the fees you have paid

will be returnable to you. You will also be liable for any costs incurred in returning the Vehicle to our place of business.

35. DISCLAIMER

We are not liable to you, or any authorised driver or passenger, for loss of or damage to property left in the Vehicle either during or after the Hire Period, unless such loss or damage results from our negligence or our breach of this Agreement. Any such property is entirely at your own risk. If we are negligent, our liability to you is limited to the loss or damage which was a foreseeable result of such negligence. Except in the case of death or personal injury resulting from our negligence, our total liability to you in respect of any breach of this Agreement, or tort, or other act or omission by us in connection with this Agreement is limited in aggregate to the price you have agreed to pay for the right to use the Vehicle for the Hire Period. Where you are a customer acting in the course of a business, this paragraph condition shall apply instead of the one immediately above: we do not accept liability to customers acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, consequential losses 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 is the price you have agreed to pay for the right to use the Vehicle for the Hire Period.

36. WHOLE AGREEMENT

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 to the smallest extent permissible, without modifying the remaining provisions of this agreement,

and will not in any way affect any other circumstances, or the validity or enforcement of this Agreement.

37. PERSONAL DATA

When you book the Vehicle, we collect personal information such as your name, e-mail address, home address, telephone number, credit or debit card number, security code and the card's expiry date. This allows us to book the Vehicle and insurance for you. We will also collect non-transactional data should you, for example, enter a competition, request a brochure or take part in a survey. We may use the information that we collect to notify you occasionally about news and information we think you might 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, e-mail or post. Of necessity we reveal your identity information to our insurance company.

**WE RESERVE THE RIGHT TO: -
REFUSE HIRE TO ANY PERSON(S) FOR ANY REASON AND NOT HAND OVER
THE VEHICLE IF IT FEELS THE HIRER IS NOT SUITABLE FOR WHATEVER
REASON.
REPOSSESS THE VEHICLE AT ANY TIME, DUE TO MISUSE, DAMAGE OR
ACCIDENT.**

SIGNED ON BEHALF OF Dealdubs VW CAMPER HIRE: DATE:

NAME AND SIGNATURE OF HIRER

DATE:

Deal Dubs Limited
248 Middle Deal Road Deal, CT14 9SW
Email: Lewis@dealdubs.co.uk
Tel: 07773668582