

Rental Agreement

Retro Campers Norfolk hire the vehicle to you subject to the rental agreement which includes the following terms and conditions.

Definition of terms;

'vehicle' refers to the vehicle noted on the hirer endorsement form.

'I' 'me' 'my' 'hirer' 'customer' 'you' refers to the name who has completed the hirer endorsement form and signed this rental agreement.

'Retro Campers Norfolk' 'us' 'we' refers to the owners, Victoria & Graham Bray, Unit 17c, West Raynham Business Park, Blenheim Way, Fakenham, Norfolk NR21 7PL.

'Rental period' refers to the dates of hire on the hirer endorsement form.

'Security deposit' refers to the security deposit detailed below.

1. Reservation:

The reservation is only confirmed when a non-refundable deposit has been received and Retro Campers Norfolk have confirmed in writing. This deposit is non-refundable in the event of a cancellation or change, please see clause 8 for more details.

A confirmation of booking and a final invoice will be emailed to you. The balance is to be paid 45 days before the commence of the hire period. If the booking is made within the 45 days prior to the commencement of the rental period then the full amount of the payment is required when booking. Please note payments that are overdue by 5 days will incur a £25 additional charge.

The hire rate quoted includes fully comprehensive insurance for 1 driver and 24 hour nationwide breakdown cover within England, Scotland, Wales and Republic of Ireland. The hirer will be liable for recovery and transport of themselves and the hire vehicle in the event of a break down and any additional fees incurred if the hirer travels beyond the boundaries of England, Scotland, Wales and Republic of Ireland.

Retro Campers Norfolk requires you to remain in Norfolk and Suffolk when hiring the classic campervans. If you would like to travel beyond Norfolk and Suffolk, please make your request known to us in writing no less than 6 weeks before your collection date. Your request may not be granted, but we will carefully consider multiple factors and if agreed we will provide confirmation in writing along with any additional costs and/or restrictions if applicable. Please do not book a long distance trip until you have received acceptance and confirmation in writing prior. *If our trackers show that you have left Norfolk and Suffolk during your hire, you will lose your security deposit.*

If hiring the modern T6 campervan you may travel within England, Scotland, Wales and Northern Ireland.

2. Insurance: Hirer Drive Endorsement

The hirer will provide a valid driver's license, additional photo ID e.g. passport as well as a two recent utility bills/documents (issued 90 days prior to collection date) for proof of address. *Please note that all names and addresses on the driver's license and utilities/documents must match.*

The hirer understands that it is their responsibility to provide the correct paperwork, failure to do so will result in forfeit of the hire and all monies paid.

Due to Government changes regarding driving licenses the hirer will provide the following, to allow and grant access to Retro Campers Norfolk to check driving endorsements:

- a) Drivers License Number
- b) Check code generated via <https://www.gov.uk/view-driving-licence>

You do not need these at the time of booking, but please forward onto Retro Campers Norfolk, who will also send out a reminder email prior to campervan collection. The check code is only valid for 21 days so only forward it 3 weeks prior to your hire.

The Insured Vehicle shall **not** be let out on hire to or be driven by:

- a) Hirers under 25 or over 70 years of age unless otherwise agreed by the Insurer.
- b) Hirers aged 25 or over, unless a full driving licence valid in the United Kingdom has been held for 24 months.

- c) Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving licence endorsed or suspended or penalty points imposed. Parking offences and not more than two speeding offences in the past 3 years may be ignored. "Spent" convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded.
- d) Persons who have any mental or physical defect or infirmity or suffers from fits, diabetes or any heart complaint unless they hold a full UK license.
- e) Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experienced and/or have had their insurance or cover cancelled by any Motor Insurer.
- f) Persons engaged wholly or partly in professional entertainment or professional sports persons.
- g) Jockeys and persons connected with racing of any sort.
- h) Undergraduates and/or students under 25 years of age.
- i) Persons who, whilst driving, have been involved in more than one accident during the past 3 years.
- j) Foreign Service Personnel other than persons born in the United Kingdom.

The insured vehicle shall be driven only by the Hirer or other permitted driver who has completed and signed a Hirer Endorsement Form immediately prior to any hiring. Please note that any other permitted driver will be charged an extra £10 per driver per day.

The Hirer Endorsement Form shall be completed and signed by each Hirer or other permitted driver. Such Endorsement Form shall be forwarded immediately to the Insurers. The Endorsement Form must be fully completed by the Hirer or other permitted driver in all respects. In addition to the usual declaration and warranty contained in the Endorsement Form, the following declaration shall appear on the proposal, namely:

- a) If the statements and particulars in the Endorsement Form are in the handwriting of any person other than the Hirer or other permitted driver, such person shall be deemed to have been the Hirer's or other permitted driver's agent for the purpose of completing the Endorsement Form.
- b) The Insured shall be considered as being the agent for the Hirer or other permitted driver for all purposes in connection with this insurance but under no circumstances shall the Insured be considered as agent for the Insurers.
- c) The Insured vehicle shall not be used for the carriage of goods of an explosive, dangerous or hazardous nature or for the carriage of goods or passengers for hire and reward or any other form of profit or remuneration.
- d) Any return premium for cancellation of this insurance or following any other amendment to this insurance will be allowed only at the discretion of the Insurer.
- e) Subject otherwise to the terms, exceptions and conditions of this insurance

3. Vehicle and Road Restrictions

- a) All Vehicles may only be driven on sealed roads (tarmac or concrete).
- b) I acknowledge that Retro Campers Norfolk 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.

I agree that during the rental period, I 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 Retro Campers Norfolk
- 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 whilst it is unoccupied
- f) Left unoccupied without the CD/radio plate removed (not applicable to modern T6 vehicles)
- g) Damaged by: i) submersion in water, ii) contact with salt water iii) incorrect use of fuel (fuel being diesel or Super/Premium Unleaded Petrol [E5])
- h) Used for any illegal purpose for any race, rally or contest
- i) To tow any vehicle or trailer
- j) Used to carry passengers or property for hire or reward
- k) Otherwise used in breach of my obligations under this Agreement

4. Vehicle Damage and Insurance Cover

I am aware that:

- a) All vehicles have comprehensive insurance for the first and other permitted driver/s. Insurance is only for the campervan and the property of a third party. The interior equipment, other items specified in the handbook and any extra items hired are not covered by the insurance and any damage will incur costs in addition to the Excess.
- b) I will have to pay an excess for any damage. The Insurance excess is £500.
- c) 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 Rental Agreement or The Hirer Endorsement Form.
- d) **I have been advised to take out our own personal effects and travel insurance to cover items that are not part of the insurance or last minute cancellations/changes etc.**

5. Choice of van

Although we want you to have the campervan of your choice, we must allow for unforeseen circumstances. We reserve the right to provide you with a suitable alternative, without notice, upon collection. Should an alternative not be available upon collection, our liability is limited to a full refund of monies received by us or an attempt to book another date. We will not have any other liability to you. All rights are reserved to us to refuse any hire under any circumstance. No refunds are payable on accommodation, or vans not being available where you change, cancel or seek to vary the agreement after departure. We take no responsibility for any detention, delay, loss, damage that you might experience no matter how it is caused or by whom.

6. Security Deposit

There is a refundable security deposit of £500 required. This will be taken off the same credit/debit card that was used for the online payments. It will be taken 1 day prior to your hire. If you have un-ticked the option to take it from the same card, we will call for other card details 1 day prior to your hire collection date.

- a) On hiring the Vehicle, I agree to pay the Security Deposit 1 day prior to collection
- b) I irrevocably authorise Retro Campers Norfolk to deduct, from the Security Deposit, any amounts due by me to Retro Camper Norfolk arising out of this Agreement
- c) The Security Deposit will be refunded within 7 days once the vehicle and property are returned in the same condition as it was let out to you. Property items must be clean and dry and the interior of the vehicle must be clean and the vehicle full of fuel (fuel being diesel or Super/Premium Unleaded Petrol [E5]). Please provide Fuelling receipts upon drop-off. We reserve the right to retain a £50 cleaning fee if the camper van or property items are not returned in a clean condition.
- d) Please note that any accidental damage caused whilst the vehicle is on hire will result in a 4 week delay in returning the security deposit.

7. Rental Charges

If on arrival to collect your campervan, your license is unacceptable due to endorsements or defacement, you will be unable to hire the campervan and no monies will be returned to you.

I will pay Retro Campers Norfolk:

- a) All rental charges.
- b) The security deposit.
- c) The nominated cleaning fee of £50 if the Vehicle and property are not returned in a clean condition.
- d) If the petrol tank is not filled, we will charge the refill cost, plus £25 per refill for our time.
- e) The cost of any damage to the Vehicle or the property of any third party, subject to the Insurance Policy.
- f) If any items are missing or damaged from the vehicle or property hired during the rental period.
- g) All government fees and duties etc.
- h) 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.
- i) Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by Retro Campers Norfolk as a result of any breach by me of the Terms and Conditions of this Agreement.
- j) The daily rental rate for the period the Vehicle is off the road for accident repairs (demurrage).
- k) The cost to recover the Vehicle should it become bogged.

8. Cancellation and Changes

- a) Retro Campers Norfolk will charge the following for cancellations:
 - More than 28 days notice: Booking Deposit.

- 2 weeks – 28 days prior: 50% total hire charge.
 - Less than 2 weeks notice: 100% total hire charge.
- b) You may also amend/change your rental period within the present year (no later than 6 weeks prior to collection), subject to availability and a £50 amendment/change fee per booking. You must also pay any increase in the full hire price if a seasonal price difference is applicable. We will refund any reduction.
 - c) We may make reasonable changes to our services. Our changes may reflect changes in relevant laws, guidance and regulatory requirements or implement minor technical adjustments and improvements, for example to address a health and safety risk.
 - d) If we make changes which mean we can only provide your rental in a radically different way, we will give you the choice between confirming your booking, agreeing new rental dates with us, or cancelling. We prefer that you postpone rather than cancel, but we will always allow you to cancel where the law gives you the right to do so.
 - e) Either of us has the right to cancel your rental, or any unused days, if the law prevents you from travelling or renting with us, or because we are no longer able to provide your rental for any other reason outside our control. Again, we prefer that you postpone but we will allow you to cancel where the law gives you the right to do so.
 - f) If you decide to cancel in any of these circumstances and your rental has not started, then we will refund your booking including any deposit. If your rental has started, then we will refund any days unused. We will not charge an administration fee, and we will only deduct any costs we have already incurred which we cannot recover elsewhere (“Direct Costs”). We will not be liable to make any other payment to you.
 - g) Either of us may also cancel your rental, or any unused days, if Government guidance means that you should not visit or rent with us, even if the law still allows you to do so. If we cancel and your rental has not started, then we will refund your booking in full including any deposit. If your rental has started, then we will refund in full any days unused when we cancel. We will not charge an administration fee and we will not deduct any Direct Costs. If you cancel in these circumstances, we will refund on the same basis but may deduct any Direct Costs. In neither case will we be liable to make any other payment to you.
 - h) You are not entitled to any refund if you cut short your rental, unless clause d) or clause e) applies or we are in serious breach of our obligations in these terms & conditions. If we are in serious breach of our obligations, we will refund you for the days of the rental which have not been taken.
 - i) We may also cancel your rental if you breach any of these terms & conditions.

Travel Insurance or Cancellation Cover is a vital aspect of booking any holiday, giving you protection against unforeseen circumstances that could otherwise spoil your holiday. We recommend you take out a policy or double check that you are protected under any existing policy you may have. You may use any provider of your choice.

9. Collection and Return

- a) **Collection:** Hirer to collect from Retro Campers Norfolk (Unit 17c, West Raynham Business Park, Blenheim Way, Fakenham, Norfolk NR21 7PL). Please allow 1 hour to complete all paperwork and be shown around the campervan, including a demonstration on how everything works. It is expected that the Hirer watches the video guides prior to collection, as requested in the email sent a few days prior to collection date.
- b) **Return:** The campervan must be returned by the time started on the hirer proposal form and rental agreement. The campervan must be returned clean and in the same condition it was collected in and full of fuel. Please provide Fuelling receipts upon drop-off. If the campervan is not in the same clean condition a cleaning fee of £50 will be charged. If there is any damage the deposit will be held. Please allow 30 minutes to complete the returning process. A quick inspection will be completed upon return and a full thorough inspection will take place during the cleaning process prior to another rental. If the petrol tank is not filled, we will charge the fuel refill cost, plus £25 per refill for our time.
- c) **Your Own Transport/Car:** We allow 1 car per person to be parked at the collection point, free of charge – this is parked at your own risk. We do not accept any liability for any loss or damage. Please ensure you have your own private car insurance.
- d) **Late return:** If you know you are running late, we must be informed, as you could be liable for driving uninsured and your late return could impact another booking. A full days rental charge will apply for all late returns.

10. Traffic Offences

I shall take all responsibility in being financial liable should a traffic offence occur whilst I am the driver and have the vehicle on hire. I understand there will be an admin charge of £50. I will be responsible for all court charges should any occur. This includes, parking tickets, speeding fines etc.

11. Maintenance

I shall take all reasonable steps to properly maintain the Vehicle during the rental period, including oil and tyre pressure checks (if shown during the demonstrations at time of collection). 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 Retro Campers Norfolk will reimburse me for expenditure reasonably incurred if a) I produce relevant receipts to show, b) The tyre is defective and is returned by me to Retro Campers Norfolk for inspection; and c) 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 Super/Premium Unleaded Petrol [E5]).

12. Breakdown

If you have any difficulties report these immediately to Retro Campers Norfolk (07941 225777). In the event of breakdown, recovery or repair services will be provided. All our campervans have breakdown cover. If you incur any minor repair bills, we will give you a refund of up to £50 provided receipts are submitted to the owner. In the event of a breakdown, a replacement campervan may be offered but this will be subject to availability. We cannot accept liability for any costs e.g. replacement vehicle costs, travel, accommodation, arising from accident, breakdown or any other cause. Retro Campers Norfolk will refund your hire charge for any days you lose the total use of the vehicle, if cause was out of your control. If you have broken down you must remain at a safe distance from the vehicle until the Recovery Vehicle arrives. You may 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 Recovery Vehicle Driver.

Your Responsibility should an accident occur

- a) In the event of any accident, loss or damage arising out of the use of the Vehicle, I will notify Retro Campers Norfolk within 24 hours of the event happening.
- b) Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station. Complete a European Accident Statement (EAS) as supplied.
- c) Not make any admission of liability to other parties, settlement offer or other like offer.
- d) Assist Retro Campers Norfolk in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.
- e) I acknowledge that the excess or other amount due to me in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and at the completion of the rental period.
- f) Retro Campers Norfolk is not responsible for any damage in connection with any accident or breakdown caused by you, nor are we responsible for any loss from the van.
- g) Our insurance policy protects us and the authorised driver against legal claims from any other person or for death and personal injury or damage to any other persons property caused by use of the van on the road, on condition that you report all such accidents to us during the rental period or on return of the van (and you are using the rental van within the terms and conditions of the insurance company).

13. Engine Care

If there is damage or breakdown caused by your own actions, you will be liable for the cost of repair/replacement. This could be such things as pushing the engine too hard, or putting diesel in a petrol engine. This list is not exhaustive. You must check the oil and other gauges regularly as advised by Retro Campers Norfolk, refilling as necessary. Your rental agreement form will show the mileage on your vehicle on the day of collection. If you cause damage to the engine through driving too fast (over 60 mph) over too long a period of time and ignoring the warning lights, you will be liable for any repairs required or even the cost of a replacement engine.

14. Keys

The hirer understands that they are held fully responsible for the safety of the keys. Any misplacement of the keys is considered failure to safeguard the vehicle. You will be liable for any costs associated with the replacement of misplaced keys. In the event of theft, the full amount of the security deposit will not be returned.

15. Terminating the agreement

I acknowledge that Retro Campers Norfolk 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 date or Retro Campers Norfolk reasonably believes that the Vehicle will not be returned on the agreed return date;
- e) Retro Campers Norfolk 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.

16. Release and Indemnity Of Retro Campers Norfolk

Subject to its obligation to deliver the Vehicle, I release Retro Campers Norfolk, 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:

- a) Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose.
- b) Any loss or damage to any property left in the Vehicle, in any service vehicle or any Retro Campers Norfolk premises or recovered or handled by Retro Campers Norfolk.

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

17. Title to the vehicle

I acknowledge that Retro Campers Norfolk retains the title to the Vehicle and that I possess the goods on hire only as per the rental agreement. I do not have any right to pledge Retro Campers Norfolk 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.

18. Entire agreement

I warrant that all information given by me to Retro Campers Norfolk in connection with this Agreement is true. This Agreement shall be governed by the law of United Kingdom in which these terms and conditions are agreed to either in writing or in person. 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, Retro Campers Norfolk reserves the right to add or amend any rental charges without prior notice.

Please sign below to indicate that you have read and agree to the terms and conditions of this rental agreement.

Print Name _____

Signed _____ **Date** _____

Print Name _____

Signed _____ **Date** _____

Print Name _____

Signed _____ **Date** _____