



## Devon Cool Campers: Terms and Conditions

### Prices quoted include:

- Comprehensive insurance for the first driver aged over 25
- Unlimited mileage in the South West
- Breakdown cover
- Full tank of unleaded petrol

### Insurance

Standard excess of £500.00 in the event of any damage to either the vehicle or third party property, the hirer will be liable for the excess. The hirer will also be fully liable for replacement or repair of windscreen or tyre damage. Drivers are to be a minimum of 25 years old. Insurance cover provided is Fully Comprehensive.

### Security Deposit

There is a refundable £500.00 Security Deposit payable by cash, bank transfer or cleared cheque. This is fully refundable on return of the vehicle on the agreed date and time, in the same condition as it was let out, with a full tank of unleaded petrol. The deposit will be refunded to you within 7 days. Should any damages exceed the security deposit the hirer will be responsible in settling the additional costs, similarly if the damages do not exceed the security deposit Devon Cool Cars will only charge for the necessary amount. A charge will be made to you for any vehicles that are returned late or damaged. If vehicles are returned past the date and specified time, hirer's render themselves liable to overtime charges of £25.00 an hour. (Please remember this may affect someone's holiday too.)

### Extras

- Additional driver £5.00 per person per day, clean driving licence (max3)
- Collection from Tiverton Parkway £10 each way

### Drivers

- Age limits: 25 to 70 years (in exceptional circumstances this may be negotiable).
- Driver must have held a full valid licence for more than three years.
- Details of additional drivers required in advance.
- Production of valid standard driver's licence required from all drivers at start of hire.



- Drivers are personally liable for all legal penalties (eg: speeding, parking fines etc), which are incurred during the period of hire.
- Each driver must provide 2 separate forms of identification, e.g. credit card, recent utility bill or passport, at least one of which is photo identity.

## **Payment**

Availability is on a request and confirmation basis at the time of your reservation. A reservation is only binding once the booking is confirmed by Devon Cool Cars by email, and a non-returnable deposit of £100 has been received. Settlement of the remaining balance will be due four weeks prior to departure.

Payment is by cash, cleared personal cheque or bank draft/transfer.

For late bookings (less than 4 weeks before departure) the full rental price is payable on booking. Vehicles will not be released without full payment being completed. Cheques will not be acceptable for late bookings (less than 2 weeks prior to departure).

## **Credit and debit cards**

Sorry we don't take credit cards at the moment but we can take payment via PayPal from you if you prefer, although we have to add a 2.5% charge to your bill for payment by this method.

## **Cancellation Charges**

More than 4 weeks before: £100 deposit. Less than 4 weeks: 100% of total hire charge

## **Collection & Return**

Collection: From 3.30pm-5pm on the start date of the booking. Please allow 30 minutes for the hand-over in Bampton, to complete the paperwork and demonstrate your vehicle to you, and the same on your return.

Return: By 10.00am on the final day of the holiday. The vehicle must be returned clean and in the same condition as it left Bampton, otherwise a charge will be made.

Late return: if you are running late we must be advised immediately. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of £25 per hour is payable for all late returns. Please remember this can impact on someone else's holiday.

## **Personal Travel Insurance**

It is the hirer's responsibility to provide their own insurance to cover personal items and belongings and personal injury in the event of an accident.



## **Smoking**

Devon Cool Cars operate a strictly enforced NO SMOKING policy in all vehicles.

## **Pets**

Please ask about our pet policy

## **Breakdown/Accidents/Incidents**

If the event of the van breaking down and being undriveable, you must contact us for instructions for AA relay to deliver the van back to our local garage. If you arrange for the van to be relayed to any other location, you will be responsible for the costs of then delivering the van back to our local VW garage.

## **Delivery and Return of the Vehicle**

The Hirer acknowledges having received the Vehicle in a clean condition and in sound working order in accordance with the Departure Checklist and with a full fuel tank and gaz bottle.

The Hirer will return the vehicle in a clean condition with a full fuel tank, on the return date and time set out under the heading "Return date and time" in the Booking Form.

The Hirer acknowledges that Devon Cool Cars will not refund any monies, nor have any obligation to provide a replacement vehicle, if the Vehicle is returned or the Hirer ceases to have the use of the Vehicle prior to the return date for any reason e.g. accident, weather or theft.

## **Rental and Other Charges**

The Hirer will pay Devon Cool Cars the following:

All rental charges. The security deposit. The cleaning fee of £50.00 if the Vehicle is not returned with the interior in a clean condition. The cost of any damage to the Vehicle 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 Vehicle; and associated administration costs incurred in relation to the Vehicle during the Rental Period; Any other fees or charges payable by the Hirer pursuant to this Agreement. This includes any costs incurred by Devon Cool Cars as a result of any breach by the Hirer of the terms of this Agreement. The daily rental rate of £100 per day, for the period the Vehicle is off fleet for accident repairs. The cost of recovering a Vehicle that has become bogged.

## **Road Restrictions**



All Vehicles may only be driven on sealed / bitumen roads. Devon Cool Cars 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.

## **Use of the Vehicle**

The Vehicle is not to be:- driven otherwise than in a cautious, prudent and normal manner; used in a manner which could cause damage; driven in a prohibited area or in an area other than the areas indicated by me to Devon Cool Cars; driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law; left with the ignition key in the vehicle while it is unoccupied; left unoccupied without the radio faceplate removed; steering lock applied and valuables concealed; driven by persons under the age of 25 years or who is not authorised by law to drive the Vehicle or named in the agreement; damaged by submersion in water; put into contact with Salt Water; used for any illegal purpose for any race, rally or contest; used to tow any vehicle or trailer; used to carry passengers or property for hire or reward; 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; used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; or otherwise used in breach of the Hirers obligations under this Agreement. The hirer also agrees not to carry more passengers than the seating capacity

## **Alterations to the Vehicle**

The Hirer shall not make any alterations or additions to the Vehicle without the prior written consent of Devon Cool Cars.

## **Maintenance**

The Hirer shall take all reasonable steps to properly maintain the Vehicle, including daily checks on oil and water levels, and tyres and batteries. Devon Cool Cars will reimburse the Hirer for expenditure up to £ 50.00 reasonably incurred in rectifying any mechanical failure to the engine of the Vehicle, provided that the Hirer produces relevant receipts at the end of the hire period and have received the prior consent of Devon Cool Cars, and that the damage is not due to any fault or my breach of this Agreement by the Hirer.

## **Responsibility if an accident occurs**

In the event of any accident, loss or damage arising out of the use of the vehicle, the Hirer will notify Devon Cool Cars 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. The Hirer undertakes to assist Devon Cool Cars in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.

### **Terminating the Agreement**

The Hirer acknowledges that Devon Cool Cars may terminate this Agreement and repossess the Vehicle at any time, without notification to the Hirer, and that the Hirer will pay the reasonable costs of repossessing the Vehicle, including towing charges if the Hirer is in breach of any term of this Agreement, has obtained the Vehicle through fraud or misrepresentation, the Vehicle appears to be abandoned, the Vehicle is not returned on the agreed return date or Devon Cool Cars reasonably believes that the Vehicle will not be returned on the agreed return date, Devon Cool Cars considers on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered.

In the event of such termination or repossession, the Hirer has no right to a refund of any part of the rental charges or the Security Deposit.

### **Change of Vehicle**

Devon Cool Cars reserves the right, at its absolute discretion, to substitute a comparable or similar Vehicle for the Vehicle.

### **Release and indemnity of Devon Cool Cars**

Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, the Hirer releases Devon Cool Cars, its employees and agents, from any liability to the Hirer (regardless of who is at fault) for any loss or damage incurred by the Hirer 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 Devon Cool Cars premises or recovered or handled by Devon Cool Cars. Subject to any insurance arrangements agreed with Devon Cool Cars, the Hirer hereby indemnify and shall keep indemnified Devon Cool Cars, 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.

### **Title to Vehicle**

The Hirer acknowledge that Devon Cool Cars retains title to the Vehicle and that the Hirer possess the goods as a mere bailee only and do not have any right to pledge Devon Cool Cars credit in connection with the Vehicle and agree not to do so and 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.

**Please note**

Any changes to this agreement must be in writing and must be signed on behalf of Devon Cool Cars and by the Hirer.

This agreement shall be governed by English Law

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. Devon Cool Cars reserves the right to add or amend any rental charges without prior notice.