



01763 208395

07748 106013

info@HAPPYBaysVWhire.co.uk

TERMS AND CONDITIONS OF BOOKING AND HIRE

This agreement is made between Happy Bays VW Hire (“the Company”) of 12 Jacksons Way, Fowlmere SG87TN and the persons signing the booking form (“the Hirer”).

1. Definitions

- i. “This agreement” means: - The Rental Agreement (Booking Confirmation), The Insurance Motor Rental Agreement (Driver Insurance Form), and these Terms & Conditions. In the event of any discrepancy between any company literature, the wording of the following Terms prevails.
- ii. “the company” means Happy Bays, owned by Howard Buckley of 12 Jacksons Way, Fowlmere SG87TN
- iii. “the hirer” means the person nominated as the hirer under the heading ‘main driver’ on the booking form. This is the person responsible for all charges.
- iv. “the hire period” means the period of hire referred to under the heading “hire period” on the booking form or any agreed variation thereof during which the vehicle is in “the hirer’s” possession.
- v. “the vehicle” means the vehicle described under the heading ‘Vans’ on our website (www.HappyBaysVWhire.co.uk) or described by name on correspondence. This includes all fitted equipment and furniture, accessories, tyres and wheels and any optional accessories or equipment taken out at the time of hire.

2. To drive “the vehicle” you need:

- i. To be between 25 and 70 years of age
- ii. To hold a full valid UK driver’s licence, held for a minimum of 3 years
- iii. To have a maximum of 6 penalty points on your licence.
- iv. To have a maximum of one claim (fault/no fault) in last 3 years
- v. Not to have had insurance declined or cancelled by any motor insurer
- vi. To have two forms of identity, including proof of your permanent address
- vii. Be fit and capable to drive

3. Included in the Price:

- i. Unlimited mileage
- ii. All gas for cooking (if the gas runs out, please refill and we will reimburse you)
- iii. Fully comprehensive insurance for one driver (additional driver at a cost of £5 a day)
- iv. UK Breakdown cover
- v. Use of all on-board equipment (including the drive-away Awning)
- vi. Extras as specified on the booking form

4 Security Deposit:

A £750 security deposit is required before the vehicle is handed over (see 10[i] below). This must be paid by the main driver's credit or debit card to validate the insurance. The security deposit may be increased at the discretion of "the company" for hirers who do not meet the conditions in section 1 above. This will be refunded within 14 working days of the end of the hire period, provided:

- i. the vehicle is returned, on time to the agreed location, in the same condition as it was when picked up (see # below).
- ii. the interior, including all equipment and utensils, is clean and undamaged.
- iii. the exterior, including wheels and tyres, is undamaged.
- iv. "the vehicle" is returned with a full tank of unleaded fuel.

The cost of rectifying any damage to the campervan exterior or interior will be deducted from the security deposit.

5. Hire Collection and Return Times:

Weekly hire	Collect on Friday from 2.30pm and return Friday by 10.00am
Weekend Hire	Collect Friday from 2.30pm and return Monday by 10.00am
Mid-Week Break	Collect Monday from 2.30pm and return on Friday by 10.00am

- i. Pick up times will be allocated on final confirmation to suit both parties
- ii. Minimum hire period is two nights, subject to agreement with the hirer
- iii. By returning "the vehicle" late, you will not be insured and therefore committing a motoring offence. It will also impact adversely on the next hirer. It is therefore imperative that you inform us if you are not going to return the vehicle on time.
- iv. A charge of £50 per hour, or part thereof, will be levied, to cover additional insurance administration.

6. Payment:

- i. A non-refundable deposit of £150 is payable at the time of booking. We will confirm your reservation, once the monies have cleared.
- ii. The balance is due 28 days prior to departure. We will accept a card payment over the phone, PayPal payment or bank transfer into account number 22919060 with sort code 30-97-16

7. Cancellation:

- i. If you cancel your booking up to 4 weeks before departure, we will refund 50% of the total hire charge
- ii. If you cancel less than 4 weeks prior to departure all monies paid are non-refundable
- iii. If, due to circumstances beyond our control, the reserved vehicle is not available, we reserve the right to offer an alternative. If an alternative is not available, our liability is limited to a maximum of the total hire charge.
- iv. We strongly advise that you take out suitable holiday insurance to cover cancellation eventualities.

8. Rental Restrictions:

- i. No one way rentals
- ii. Smoking is not permitted in "the vehicle". A £250 valet charge will be deducted from the security deposit where there is evidence of smoking inside the vehicle
- iii. The number of passengers is limited to the standard carrying capacity of "the vehicle".
- iv. All fines (e.g. parking, speeding etc.) will be the responsibility of the hirer
- v. No unauthorised towing
- vi. "the vehicle" may only be used at music festivals with prior agreement before booking.
- vii. Social, Domestic and Pleasure use only
- viii. Only unleaded fuel should be used. The hirer will be liable for any damage and any rectification cost should incorrect fuel be used.

9. Pets:

- i. If you would like to take your dog away with you on holiday, please contact us beforehand to discuss. Please note that we only allow small breeds, unless it is an assistance dog
- ii. We ask that animals are kept off the seats.

10. Insurance:

- i. Fully comprehensive insurance is provided for the period of hire. The security deposit of £750, paid by the main driver on collection of “the vehicle”, forms the excess on the policy. This covers the vehicle and fittings for damage and damage to third party property, which the hirer will be liable for, but does not cover your personal belongings.
- ii. Windscreen cover is included
- iii. Damage to tyres and wheels is not included and the hirer will be liable for replacement / repair costs to these.

11. Safety

- i. It is the responsibility of the hirer to ensure that all equipment is securely stowed in its correct location before setting off.
- ii. Where seatbelts are provided, it is the hirer’s responsibility to ensure all passengers use their seatbelts correctly when the vehicle is in motion.
- iii. There is no seatbelt for the rear facing buddy seat. Passengers travelling on this seat do so at their own risk.
- iv. It is the responsibility of the parent or guardian to ensure the safety of children, whilst in or around the vehicle, particularly whilst using the upper bunks.

12. Accidents and damage

- i. In the event of an accident or breakdown, you must inform “the Company” immediately, with a full report of the accident submitted, to “the Company”, within 3 days of occurrence
- ii. Any accident to the interior or exterior of “the vehicle” will be repaired at the hirer’s cost and be taken from the security deposit once suitable quotations for such repairs have been obtained.
- iii. Should you be involved in an accident, please obtain names, addresses and insurance details of all parties concerned and any witnesses.

13. Breakdown

- i. In the event of a breakdown, please call the breakdown service (number in your information pack) and “the Company”. We may be able to assist over the phone with roadside repairs, to help you get on your way.
- ii. If “the vehicle” cannot be repaired by the breakdown service or garage, we may be able to provide an alternative vehicle. If no vehicle is available, then “the Company” will refund the remaining days’ hire costs.
- iii. No additional costs or compensation for loss of days will be accepted by “the Company”.

14. Miscellaneous

The hirer is responsible for:

- i. All rental charges
- ii. Any Valeting fees if the “the vehicle” is not returned with the interior and equipment in a clean and usable condition.
- iii. All parking fines, other fines or penalties incurred during the period of hire
- iv. Any accidents, including third party property damage not reported on return of the “the vehicle”, occurring during the “hire period”
- v. Any administration costs associated with any of the above in relation to the vehicle during the “hire period”.
- vi. Total charges as set out therein are not final. The hirer will be responsible for any shortfall in charges to “the Company”. Equally, any overcharge will be refunded to the hirer by “the Company”.

These Terms and Conditions are governed in all respects by English Law and the parties submit to the jurisdiction of the English Courts