

Under the Stars Rental Agreement

When you sign the Rental Agreement upon delivery of an Under the Stars Campervanhire Ltd vehicle you accept the conditions set out herein:

1) INTERPRETATION:

- A. Rental Agreement means the form signed by you and setting out the period and specific terms of rental to which this Agreement applies.
- B. Rental Period means the period commencing on the date shown on the Rental Agreement and ending on the date that you return the Vehicle to us (For extensions the terms will be extended to the amended return date). **Collection is from 2pm on the start day of the hire and must be returned to us with a full tank of fuel and your possessions removed by 11am on the last day of hire. Hand over can take up to 45 minutes to transfer your possessions and cover all safety, training to use the vehicle and vehicle checks - please ensure you allow this time when collecting and returning the vehicle.**
- C. Vehicle means the vehicle described in the Rental Agreement (or any substitute vehicle) and includes but is not limited to its under body, parts, components, accessories and contents supplied by us (except where specifically excluded).
- D. We, our and us means Under the Stars Campervanhire Ltd (the 'Company')
- E. You, your and yourself means the person(s) recorded in the Rental Agreement as ('the Customer') the Hirer and includes all Additional Drivers as described on the Rental Agreement.

2) AGREEMENT

- A. We agree that you may hire the Vehicle subject to the terms of this Agreement.
- B. You agree to comply with the terms of this Agreement and to pay the Fees to us by their due date or when chargeable.
- C. This Agreement may only be amended in writing by us and its terms apply at all times during your use of the Vehicle as and from when you make the reservation. If signing this Agreement either electronically or physically on paper, you agree to our terms stated on the agreement.

3) DRIVER

You agree and acknowledge that:

- A. you will only drive the Vehicle if you have not been convicted of, or have charges pending for, an offence relating to driving a vehicle:
- B. you have provided all documentation requested and have been approved by us to be insured.
- C. you are aged between 23 and 75 years old and you have held a full and valid driving licence for at least 2 years, that has been issued by one of these countries: UK, EU, Canada, Australia and New Zealand.
- D. you have not had your licence suspended for any period within the last 5 years.
- E. you have not been involved in more than one fault or non-fault claim in the last 5 years.
- F. you have no more than two convictions with a maximum of 3 points per conviction.
- G. you have no medical condition that is notifiable to the Licensing Authorities (such as DVLA) which has not been disclosed or reported to them.

H. Whilst driving the Vehicle you must not:

- Be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the country in which the Vehicle is being driven
- carry more passengers than may be properly accommodated by the seat belt restraints provided in the vehicle

4) WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

- A. you must only use the Vehicle on sealed roads.
- B. you must NOT travel outside the UK with your vehicle.
- C. you are responsible for understanding and adhering to the laws of the UK.
- D. you must not drive or take the Vehicle on beaches, airfields or through streams, dams, rivers, flood waters or any other unsuitable surfaces.

5) HIRERS RESPONSIBILITY

The Hirer accepts the following charges will be applied where applicable:

- A. all speeding/parking/toll infringements and £30 processing fee for each speeding/parking/toll infringements transferred into the hirers name plus the cost of the fine where applicable.
- B. a fee of £200 may be charged at our discretion if any evidence of smoking odours are found in the vehicle, plus the cost of any days the vehicle is off the road to enable cleaning
- C. the cost of repair of any damages caused during the duration of your hire or any 3rd party vehicles as per the terms of your rental agreement.
- D. Damage caused to the engine as a result of your failure during the Hire Period to regularly check oil and water levels, this should be undertaken at least at every fuel filling.
- E. the full cost of repairing any damage to the underside of the vehicle caused by driving off road.
- F. the cost of replacing any items/equipment/fittings provided with your Vehicle which have been damaged or lost. (excluding fair wear and tear). The cost of this will be taken out of your insurance excess and we will refund the balance, if any. We will only charge fair replacement costs.
- G. Refueling cost if the Vehicle is not returned with a full fuel tank plus a £20 surcharge fee.
- H. you agrees that the Deposit/Insurance Excess can be used for both insurance claims or all other deductions stated in the rental agreement.
- I. In the event of damage caused to the vehicle '**as well**' as an insurance claim made, the cost of the damage is taken out of the deposit first. Then any shortfall of the insurance excess is payable by you.
- J. The insurance excess security deposit taken by us, is for both damage caused and insurance excess, the deposit does not mean it covers all damage and insurance excesses, it is a 'deposit only', and further payment may be due depending on what damage has been caused and which excess is due to be paid to our insurer.

The Hirer accepts responsibility for the following:

- A. Regularly checking oil and water levels, this should be undertaken at least at every fuel filling and taking appropriate action
- B. you must always ensure the correct fuel is used, you are responsible for any expenses and damage caused as a result of using the incorrect fuel
- C. the Vehicle will be supplied to you with a full set of tyres in good condition. In the rare event that any of them is damaged for any reason other than normal wear and tear you must undertake the replacing of it immediately with a tyre of the same dimensions,

type and wear characteristics. We will reimburse any costs should they occur. You must get authorisation from us for any costs and keep receipts.

- D. you must report to us any damage to the Vehicle or damage to any property as soon as possible.
- E. you are responsible for all of Under the Stars Campervanhire LTD's uninsured losses, which may arise as a result of the Hire.

6 RESERVATIONS & BOOKINGS

- A. The Hire Charge for the Booking shall be as stated in the Booking Form or quotation. The Booking Deposit is £150.00 and payable at the time of making a reservation.
- B. The Booking Deposit is non refundable and non transferable under any circumstances.
- C. The Confirmation of Booking will show the cost of hire and the Insurance Excess due. The standard insurance excess is £500 (£700 for drivers aged 23 or 24). This must be paid prior to 7 days before the hire start period and will be returned within 7 days of the hire return date assuming the vehicle is returned undamaged and no fines have been received.
- D. Insurance Excess amounts may change in accordance with our insurance companies terms. We will inform you if this is the case.
- E. Any reservation made with us deems you accept our Terms and Conditions of hire.

7 INSURANCE

- A. Fully Comprehensive Insurance cover is provided for the duration of the Hire Period and covers the Vehicle, Vehicle Equipment, the Driver(s) and Permitted Passengers only. The cost of this insurance is included within the Hire Charge. The Customer's personal property is not covered under such insurance.
- B. The Company will in some cases, consider insuring drivers that do not meet the standard criteria (as shown under section 3 - Driver). In this instance there may be additional charges. You must contact us as soon as possible after booking if this is the case and we can liaise with the insurance provider. Any additional charges will be passed onto the Customer.
- C. Driving by non-named Drivers and any late returns of the Vehicle renders the insurance invalid and the Driver therefore commits an offence under the Road Traffic Act, and will be solely responsible for any damage or personal injuries incurred to the vehicle or to any third party.
- D. Any accident or any damage to the Vehicle must be reported to us immediately by telephone and in any event within 24 hours.
- E. Travel insurance is the responsibility of the Customer and it is recommended that the Customer obtains such travel insurance to cover cancellation costs, personal luggage, money loss, personal accident and medical expenses.
- F. Even though it may be covered by our insurance, you shall be liable to pay the cost of repair for any damage, which the Vehicle may suffer as the result of the wilful or negligent action of the Customer.
- G. Use for Hire or reward is not permitted.
- H. Our Insurance Company does not cover any theft when the ignition keys are left in or on the insured vehicle, where the vehicle has not been properly locked/secured. Therefore, you are responsible for all loss or damage arising from theft whilst the ignition keys of the Vehicle have been left in or on the Vehicle, or it has not been properly secured / locked.
- I. Our insurance does not cover the cost of replacing lost or damaged keys. Therefore, you are responsible for the full cost of replacing lost or damaged keys.

8, DOCUMENTATION REQUIRED BEFORE THE VEHICLE CAN BE INSURED FOR ALL DRIVERS

- A. A copy of the front and back of a valid photo driving licence card must be provided. This must have an up to date address.
- B. An online driving licence check must be completed and provided. You can do this here: <https://www.viewdrivingrecord.service.gov.uk/driving-record/licence-number>
- C. Two forms of proof of address must be provided. The address must match the driving licence and be dated within 90 days of the hire of the vehicle.
- D. Acceptable proof of address is:
 - Utility Bill - (mandatory)
 - At least one of the following: Council tax bill, TV/internet/landline telephone bill (including Sky/Virgin/BT etc), Bank or Credit Card statement, Mortgage statement – please note mobile phone bills are not acceptable.

9, PETS

- A. One well behaved dog is allowed within the Vehicle (Ruby Only). You will be responsible to pay for any damage caused by the dog in full. This will initially be taken from the insurance excess. A £30 additional cleaning fee is also charged and payable in full 28 days before the hire period starts.

10 BREAKDOWNS

- A. Every effort is made to ensure the Vehicle is in a roadworthy and safe condition prior to each and every Hire. In the unlikely event of a breakdown, the RAC Breakdown Cover is available and includes:
- B. Roadside help to repair the vehicle & if they cannot repair the vehicle, they will help to transport you to a destination of your choice within the UK.

11 PICKING UP THE VEHICLE

- A. Whilst we will endeavour to make every effort to ensure the Vehicle is ready at the agreed time, circumstances may arise out of our control and we accept no liability other than, the refund of Hire hours or days lost.
- B. Collection is from 2pm on the start day of the hire. Hand-over can take up to 45 minutes to transfer your possessions and cover all safety, training to use the vehicle and vehicle checks - please ensure you allow this time when collecting the vehicle.
- C. At the commencement of the Hire Period the Vehicle is supplied with a full tank of fuel. You are expected to return the Vehicle at the end of the Hire Period with a full tank of fuel.
- D. There is storage provided in the vans for all of your belongings, but we recommend you bring your belongings in foldable bags to maximise storage space. We can store your empty suitcases if this is not possible.

12 RETURNING THE VEHICLE

- A. The vehicle must be returned to us with a full tank of fuel and your possessions removed by 11am on the last day of hire.
- B. We do not have the facilities to be able to dispose of your rubbish and recycling, so, please dispose of this at your campsite or a suitable rubbish/recycling point.
- C. Hand over can take up to 45 minutes to transfer your possessions and to complete vehicle checks - please ensure you allow this time when returning the vehicle.
- D. Any fuel shortage will incur a surcharge of £20.00 plus the cost of fuel for any shortage.
- E. Should you decide to shorten your hire we are unable to refund any unused days.

13 CANCELLATIONS

- A. Cancellations made by Under the Stars Campervanhire Ltd entail a 100% reimbursement of the total hire. Under the Stars Campervanhire Ltd are not liable for

any further costs incurred. We recommend you take out Travel Insurance to cover all eventualities.

- B. Under the Stars Campervanhire Ltd reserves the right to cancel any booking within 48 hours of it being made. If cancelled an alternative option will be made available if you decide to not take up the alternative then we will refund you your hire.
- C. Should you decide to shorten your hire during the hire period, we are unable to refund any unused days.
- D. Refunds due to cancellation of booking are as follows:
 - i) All reservation booking payments are non-refundable and non-transferable, with the exception of COVID, where we will liaise with you to try to transfer to another date where possible.
 - ii) If cancelled 28-21 Days Prior to Rental then you forfeit 75% of the remaining rental price. (Insurance excess will be returned in full)
 - iii) If cancelled 20 Days Prior to Rental then you forfeit 100% of the gross rental (Insurance excess will be returned in full)

Rental Start Date:

Rental End Date:

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Driver Full Name(s) for insurance purposes

Signed:

Print Name

Date
