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**RENTAL AGREEMENT**

between

**PETERPAN CAMPERVAN**

and

**THE HIREE**

**in relation to**

**THE VAN**

THE AGREEMENT

1. AGREEMENT

This Agreement is made between:

**Peter Pan Camper Van** of Belmont Road, Belfast, BT4 2NG

And

**The Hiree**.

(hereafter referred to jointly as the **“Parties”**)

1. BACKGROUND
2. Peter Pan Camper Van agrees to provide the Van on hire to the Hiree for the Rate and Hire Period as stated in the Particulars, subject to the Terms and Conditions.
3. The Hiree agrees to pay Peter Pan Camper Van the Rate as stated in the Particulars.
4. Both Parties agree to enter into and be bound by these Terms and Conditions in relation to the hire of the Van.
5. The documents forming the Rental Agreement are:
	1. The Agreement
	2. The Terms and Conditions
	3. The Particulars
6. ATTESTATION

EXECUTED as a Deed for and on behalf of Peter Pan Camper Van on the [ ]

…………………………………….. (Authorised Signatory)

…………………………………….. (Full name Authorised Signatory)

EXECUTED as a Deed for and on behalf of the Hiree on the [ ]

…………………………………….. (Authorised Signatory)

…………………………………….. (Full name of Authorised Signatory)

TERMS AND CONDITIONS

**IT IS NOW AGREED THAT:**

1. **Definitions**
	1. The following words have the following meanings in this Agreement:

|  |  |
| --- | --- |
| **“Agreement”/ “Rental Agreement”** | Means together the agreement, the Terms and Conditions, the Particulars and any other document expressly incorporated into this agreement. |
| **“Collection Day”** | Means the date stated in the Particulars.  |
| **“Designated Driver”** | Means the person named in the Particulars. |
| **“Hiree”** | Means the person named in the Particulars. |
| **“Hire Date(s)”** | Means the date(s) stated in the Particulars. |
| **“Hire Period”** | Means the period stated in the Particulars. |
| **“Named Guests”** | Means the person(s) named in the Particulars. |
| **“Particulars”** | Means the document named “The Particulars” |
| **“Premises”** | Means 378 Belmont Road, Belfast, BT4 2NG. |
| **“Rate”** | Means the rate stated in the Particulars. |
| **“Security Deposit”** | Means the sum of £250. |
| **“Terms and Conditions”** | Means these terms and conditions.  |
| **“Van”** | Means the van stated in the Particulars as chosen and decided by Peter Pan Camper Van. |
| **“Van Check Sheet”** | Means the van check sheet completed on Collection Day. |
| **“We / Us”** | Means Peter Pan Camper Van |
| **“You”** | Means the Hiree who is also the person or persons signing this agreement |

1. **Booking**
	1. On receipt of full payment of the Rate, the Parties enter into this Agreement and this contract shall have effect.
2. **Choice of Van**
	1. The Van will be selected by Us on Collection Day. The availability of each Van is subject to, amongst other things, the Van’s mechanical condition and roadworthiness on the Collection Day, and as such a choice of Van is not guaranteed.
	2. In the unlikely event a Van is not available on Collection Day, we will provide you with a Gift Voucher to the equivalent amount paid by you.
3. **Right of Refusal / Termination of Contract**
	1. We reserve the right at any time to refuse any hire to you and/or to retake possession of the Van, if in our reasonable opinion, you are not suitable to take possession of the Van and/or have breached this Agreement. In such an event we have the right to terminate this Agreement with immediate effect and shall have no further liability to you nor shall we be required to refund you any monies paid by you to us.
4. **Bookings - Cancellations and Changes**
	1. We are not under any obligation to provide you with a refund if you are unable to hire the Van for any reason whatsoever.
	2. Changes to the Hire Date(s) may be requested by you up to 8 weeks before Collection Day, subject to our discretion and availability. Changes to the Hire Date(s) requested by you less than 8 weeks before Collection Date will not be accommodated.
	3. If you cancel less than 8 weeks before the Collection Date, this will result in 100% of the Rate being forfeited by you even if a late booking has been made and we are under no obligation to transfer your booking to another date.
5. **Collection, Return and Van Check Sheet**
	1. The Van shall be collected by you from us at the Premises, or at another location if agreed between us, on Collection Day at 14:00 (two pm).
	2. On Collection Day, please ensure you allow at least 1 (one) hour for us to familarise you with the Van, and to brief you on our health and safety guidelines. We shall also complete any additional paperwork in that time. We will in your presence complete a Van Check Sheet confirming the condition of the Van, which will subject to agreement, be signed by both Parties. In the event you unreasonably refuse to sign a Van Check Sheet, this will result in 100% of the Rate being forfeited by you and we are under no obligation to transfer your booking to another date. It is your responsibility to check the Van for existing damage and to inform us of such before you depart.
	3. Returns shall be by made on or before 11am on the last day of the Hire Period. Please allow sufficient time to get back to our Premises. No Van can be collected outside the hours outlined above without prior arrangement with us. Customers arriving later than this for whatever reason and unless agreed in advance, will be subject to a late fee of £50 per hour. Should any late return of the Van cause us to incur extra costs, these shall be charged to you and deducted from your Security Deposit. By signing this Agreement, you agree to allow us to make such deductions.
	4. If at any time we have agreed that you may return the Van to a place other than our Premises, or if we have agreed to collect it, you will remain responsible for the Van as set out in this Agreement until it is collected by us or in the event of an accident, our recovery service.
	5. In the event you return the Van to us early, we are under no obligation to refund you any of the Rate paid by you.
	6. Upon return of the Van, we will survey the Van and update the Van Check Sheet confirming the condition of the Van. The Van and all its equipment must be returned in good condition, with no damage to it or its contents, as agreed in the Van Check Sheet.
	7. The Van shall be returned with a full tank of fuel. Any shortfall shall be paid by you to us, and/or deducted from your Security Deposit.

1. **Security Deposit**
	1. On or before Collection Day, you shall give us the Security Deposit. Payments via credit and/or debit card shall incur an additional surcharge percentage. The Security Deposit shall be the minimum amount taken by us from you in the event of loss and/or damage (whether negligent, wilful, accidental or otherwise) caused by you:
		1. to the Van;
		2. to the fixtures and fittings included within the Van;
		3. to the living equipment, windows, wheels, tyres etc included with the Van;
		4. for any claims made by any third-party against you;
		5. for any insurance excess payable due to any act by you and/or your use of the Van.
	2. In the event the Van is not returned and/or is returned damaged and/or does not meet the condition specified in Van Check Sheet, or requires special cleaning, the Security Deposit shall be forfeited by you to us. You irrevocably authorise us to take the Security Deposit in such an event. In the event the Security Deposit is insufficient to cover all costs (including costs and/or loss), you shall be liable to pay any additional amounts due. These costs and/or loss shall be invoiced to you and your signature on the Rental Agreement gives us permission to deduct all such costs and/or loss from your credit card, if provided. In the event you are not able to pay such costs and/or loss, you shall remain liable to us until such payment is made. Late payment shall be subject to interest. In the event there is a claim, we reserve the right to retain the Security Deposit for the period as is necessary to quantify the costs and/or loss incurred.
	3. Subject to Clauses 8.3 and 8.4, in the event the Van is returned to us in accordance with the provisions of this Rental Agreement without damage, cost or loss, the Security Deposit shall be refunded by us to you.
2. **Hiree’s General Obligations**

You agree to comply with the following obligations:

* 1. Drivers’ Licence, Health and History

There is one Designated Driver included per booking. Additional drivers can be added subject to agreement by us and additional fee. The Designated Driver(s) shall be the only person(s) allowed to drive the van during the Hire Period on behalf of the Hiree.

The Designated Driver(s) shall be over 23 (twenty-three) years of age and under 75 (seventy-five) years of age, in good health and hold a full driving licence. “Good Health” means that they are medically fit to drive and are not under the influence of any alcohol, or non-prescription drugs, or any medically prescribed drugs which affect their driving ability. The Designated Driver(s) must have held a UK, European Union, USA, Canada, Australia and New Zealand driving licence for a minimum of 2 (two) years, have not had their licence suspended for any period within the last 3 (three) years, have not been involved in more than 1 (one) fault incident within the last 3 (three) years, have no more than 2 (two) driving convictions with a maximum of 3 (three) points per conviction, and have not obtained a BA, DD or UT conviction.

We will need to see the driving licence for the Designate Driver(s), plus two forms of further address identification such as a recent utility bill or bank statement prior to collection of the Van. We may also run a DVLA check on their license. This should be performed in advance of collection by providing us with their National Insurance Number. Alternatively, you can choose to visit the DVLA website to generate a ‘check code’ if you would prefer not to disclose the Designated Driver(s) National Insurance Number. The Designated Driver cannot drive away a van without us having sight of licences and ID documents.

Failure to provide accurate information may invalidate the insurance and render you liable for all costs and/or losses howsoever sustained including claims by third parties.

You warrant that all information supplied to us in connection with this Agreement is true, accurate and complete. On Collection Day you warrant that any information supplied by you at any stage prior to collection has not materially changed, including but not limited to the number of points on the driver’s licence.

* 1. Country of Hire

Unless otherwise agreed with us in writing, you shall remain within the island of Ireland during your Hire Period.

* 1. Mileage

In the event of Hire of the Type 2 Volkswagen Vans, the mileage limit is 80 miles per day. Daily mileage in excess of this must be agreed with us in writing prior to Collection Day. Mileage in excess of 80 miles per day shall be subject to a £1/mile surcharge.

* 1. Fuel

On Collection Day, we will agree the fuel level with you. You need to return the Van refilled to that same level at the end of the hire. An administration charge of £50, plus the cost of the missing fuel will be deducted from your security deposit if the Van is returned with missing fuel. It is your responsibility to keep the fuel tank topped up during your hire. When refuelling, it is your responsibility to select the correct fuel. Please check with the provider that E10 fuel is not being used.

* 1. Good Driving Practice, and Health and Safety

You shall comply with the health and safety guidelines when operating the Van and its appliances and using any equipment in/on the Van or awning, as follows:

* + 1. In the event of Hire of the Type 2 Volkswagen Vans, the Designated Driver will partake in a one-to-one driving lesson with a representative of Peter Pan Camper Van upon arrival at the Premises. Appropriate footwear should be worn in the form of comfortable trainers. Footwear with a heel, platform or wedge, or that in a mule style is unsuitable.
		2. In the event of Hire of the Type 2 Volkswagen Vans, during this lesson the Designated Driver will be shown how to change gears with a diagonal gear stick pattern. Not adhering to this can lead to incorrect gear change, thus overrevving the engine and causing damage to the fan belt and engine. We have taken every possible precaution to alert you, the driver, that a problem has occurred due to your driving via the warning lights on the dash.
		3. Should any warning light appear on the dash, stop the Van immediately and safely. This is especially important with air cooled engines as per the Type 2 Volkswagen Vans.
		4. The Designated Driver should be familiar with, and confident in driving manual transmission vans.
		5. Van VUK 104H is left hand drive. It has no power steering or ABS. Please leave lots of space to brake and turn and gear change and be vigilant on the road. For every 2 consecutive hours of driving, a 30-minute break is required where the engine is turned off.
		6. In the event of Hire of the Type 2 Volkswagen Vans, the maximum speed is 50mph / 80kmh. Resting a foot on the clutch pedal whilst driving will cause clutch burn out. The clutch is set at a specific height to allow for one inch of “free play.” Upon returning the Van, absence of this one inch of “free play” will indicate excessive clutch wear on the journey.
		7. You are aware of the height of the Van and accept responsibility for taking care when driving under low bridges, canopy’s, car park height restrictions etc.
		8. You are not permitted to take the Van through road flood water, nor shall you damage the Van by submersing it in water or coming into contact with salt water.
		9. Do not leave children unattended in the Van at any time.
		10. You shall only carry as many passengers as there are seat belts in the Van and ensure that all passengers are strapped into the seatbelts when the Van is moving.
		11. You are legally responsible for obtaining and using a child or baby seat. You are responsible for ensuring your passengers including children and infants are appropriately restrained within the Van. For further info, visit [www.gov.uk/child-car-seats-the-rules](http://www.gov.uk/child-car-seats-the-rules)
		12. We do not provide child or baby seats nor do we accept any liability whatsoever for defective child or baby seats not supplied by us, nor do we accept liability for the incorrect fitting by you of any child or baby seats.
		13. You shall ensure that a responsible adult shall be in the Van at all times when the appliances are being used. The gas must always be turned off when the cookers are not in use. Appliances and facilities may only be used whilst the Van is turned off, parked on level ground, with the handbrake on and in gear. You shall not have the fridge, cooker, open fire, and/or other appliances operating whilst you are driving.
		14. You shall ensure you are aware of the location of the safety equipment, alarms, and/or hazard warning lights etc.
		15. If applicable, you shall exercise caution when putting up and taking down the projector, being mindful of wind and other weather conditions.
		16. You shall not use the Van to carry passengers or goods for hire or reward.
		17. You shall not tow or push the Van, and/or any trailer or other object.
		18. You shall not drive the Van off road, nor take it on unsurfaced roads or on roads unsuitable for the Van. You shall not take part in any race, rally, test or other contest, nor shall you drive or park the Van in contravention of any traffic or other regulations.
		19. You shall not drive or allow the Van to be driven in any restricted areas which may invalidate the insurance.
		20. You shall not put the Van through a rotary car wash.
		21. You shall pay and remain responsible for the payment of all road tolls and/or fines and/or charges arising during the Hire Period or in any event for all road tolls and/or fines and/or charges incurred in returning the Van to the Premises and/or us, including parking offences and/or speeding fines.
		22. You shall not drive the Van when it is overloaded or when loads are not properly secured.
		23. You shall not use the van for any illegal purpose nor carry any object or any substance which is illegal.
		24. Smoking in the Van is prohibited.
		25. You shall not drive the Van whilst under the influence of drugs or alcohol or any medication that may cause drowsiness.
		26. You shall secure and park the Van in a safe place when not in use.

If the Van is damaged and/or breaks down because of your own actions, you will be liable for the cost of any repair/replacement and/or loss of revenue. This could be such things as pushing the engine too hard, or putting diesel in a petrol engine or vice versa, burning out the clutch or incorrect gear change resulting in over-reeving of engine.

* 1. Pets

You shall inform us in writing of any pets that will occupy the Van during the Hire Period. Only pets that we confirm as acceptable may be brought into the Van. Pets incur a surcharge. You shall comply with current law concerning the carriage of animals when travelling in the Van at all times. Pets must never be left alone or unsupervised in the Van.

* 1. Roof Rack

You may use the roof rack of the Van, however doing so is at your own risk, taking full responsibility for all items placed on the rack, and must also bring your own fastening materials.

* 1. Cleaning

You shall return the Van cleaned, in accordance with the Van Check Sheet. You agree that we are entitled to charge you an additional cost, if the van requires more than our standard cleaning on its return, to restore it to its pre-rental condition, allowing for fair wear and tear.

* 1. Keys

You are responsible for looking after the keys of the Van during the Hire Period or in any event until the Van is returned to the Premises and/or us. In the event that keys are lost or damaged you will be liable for the costs of obtaining replacement keys, including any applicable call-out charges.

* 1. Breakdown

In the event the Van breaks down, you shall notify us immediately [Simon +44 7749 660975; Katie +44 7811 193255 ]. We shall advise you on the next action to take. Either a representative of Peter Pan Camper Van or a service person of the Breakdown Services shall come to your assistance. You shall remain with the Van until a representative of Peter Pan Camper Van or a service person arrives.

If the Van breaks down, cannot be restarted or needs to be returned to the Premise or a service garage, we shall provide you with Gift Voucher for the equivalent amount remaining on your Hire Period. Whilst we make every effort to ensure vehicles are in full working order we do not accept liability for indirect and consequential losses or claims arising from breakdowns.

* 1. Accidents, theft and vandalism

You shall use best endeavours to report any traffic accident, theft or vandalism involving the Van to the police and us immediately. You shall not, as required by the Van’s insurance policy, admit to any liability, release any party from liability, settle any claim or accept any disclaimer. You shall, if possible, take the names and addresses of everyone involved, including witnesses, car registration numbers, together with all the details of the accident, time, place, how it came about, damage to vehicles etc. If you have a camera, take photos of the scene. Please do not move the Van before the police arrive, as long as keeping them in situ is a safe thing to do. An accident and/or theft and/or vandalism report form must always be completed and submitted to us when you return the Van, containing all the above information, plus diagrams if possible.

In the event of theft, you shall return the keys to us where possible.

You shall co-operate with us and our insurers in any investigation or subsequent legal proceedings, providing evidence and attending court if necessary, arising out of any loss of or damage caused by accidents, theft and vandalism to the Van.

* 1. Abandonment

Unless otherwise agreed with us, you shall return the Van to the Premises at the end of the Hire Period in accordance with the conditions of this Agreement. In the event you do not return the Van, or you abandon the Van, you shall be liable for all costs and/or losses associated with retrieving and returning the Van to the Premises.

* 1. Your Car

We do not accept responsible for your car and/or vehicle.

1. **Insurance**

The Van rental includes insurance for the Designated Driver(s) as authorised by us for the Hire Period.

It is a condition of the insurance policy that the Designated Driver(s) complies with the terms of this Rental Agreement, including but not limited to the provision by the Designated Driver(s) of identification information.

You shall provide true and complete information for our insurers as requested at the time of booking.

You are advised to take out your own personal effects and travel insurance to cover items not part of the insurance, last minute cancellations etc.

In the event of a claim for which you are liable under this Rental Agreement which results in a claim being made against the Van’s insurance policy, you shall be liable to pay any insurance excess applicable in respect of each claim.

1. **Charges**
	1. The amounts stated in the Particulars reflect your specific rental agreement of the Van during the Hire Period and includes basic hire charges, insurance, and charges for any optional or ancillary services chosen by you, and any applicable taxes at the prevailing rate. Additional charges which may arise from your use of the Van during the Hire Period or in any event until the Van is returned to the Premises and/or us shall be payable by you and may include (but are not limited to) loss of or damage to the Van and its contents, the insurance excess, additional cleaning costs, refuelling service charge and fuel cost, any late return charge, excess mileage charges, any additional driver charge, any pet damage charge, misfueling charges, and any unpaid road tolls or fines for charges arising from traffic or parking offences. All charges and expenses payable by you under this Agreement are due on demand by us. If you do not pay all charges due, a late charge of 5% per calendar month on the outstanding balance and any collection costs incurred by Peter Pan Camper Van, including reasonable legal fees will be added. When you comprise more than one person, each person is jointly and severally liable for all obligations of you pursuant to this Agreement.
2. **Credit Card Authorisation**

Where payment is made by you via credit card, you agree that we are irrevocably authorised to complete any documentation and recover all amounts due pursuant to this Rental Agreement in respect of the Security Deposit, the Rate, any additional charges, and/or cost and/or loss as set out in this Rental Agreement

1. **The Extent of Your Liability**
	1. You are aware that we shall rely and/or be deemed to have relied upon the information you have provided us, and you are aware that the validity of the Van’s insurance is based on your compliance with the terms and conditions of this Rental Agreement.
	2. You shall be liable for and indemnify us against all claims, losses, costs, charges, liabilities and expenses suffered or incurred by us arising out of or in connection with any act, error, omission, default, negligent act or misstatement, wilful misconduct, delay, illegal act or failure caused by you and/or others under your care, or in connection with your actions under this Agreement. Your indemnity under this clause remains in force for the duration of this Rental Agreement and continues to survive expiry or termination of this Agreement, together with any other clauses or schedules of this Agreement necessary to give effect to it.
2. **Entire Agreement Clause**

This Rental Agreement overrides and supersedes all previous correspondence and any previous course of dealings between us. In the event of any inconsistency between these Terms and Conditions and any other of our literature, whether found in our website or otherwise, the provisions of these Terms and Conditions will prevail.

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 as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

1. **Your Personal Data**

When you book a Van, we collect personal information such as your name, email address, home address, telephone number, credit or debit card number, security code and the card’s expiry date. This allows us to book the Van and insurance for you. You give us permission to use this information that we collect to occasionally notify you about news and information we think you may find valuable. For example, we may send you newsletters and special offers. If at any stage you decide that you no longer wish to receive such information, please contact us by telephone, email or post. We reveal your identity information to our insurance company and you authorise us to do so. We will not sell your information to another company.

1. **Governing law and jurisdiction**

This Rental Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Northern Ireland. We both irrevocably agree that the Courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.