

Terms and Conditions for the hire of Daisy – WX09 AOS – VW T2 Kombi People Carrier

- Definitions of Terms and Conditions:
- "The Hirer" refers jointly and severally to the person or persons who are the customers.
- "This Agreement" means the Rental Agreement, the insurance Motor Rental Agreement and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other Hire Daisy.com or Tomorrows Business Ltd literature, the provisions of these Terms and Conditions shall apply.
- "hiredaisy.com" is a brand name of Tomorrows Business Ltd, Creative Media Centre, 45 Robertson Street, Hastings TN34 1HL.
- "Customer" means the person or persons nominated as the hirer under the heading
- "Hire Details" on the insurance Motor Rental Agreement and any other person whose cheque is presented in payment of the customer's charges.
- "Equipment" includes but is not limited to the power pack, gaz bottle, icebox/fridge, radio/cassette player if supplied, demister, bike rack if supplied, roof rack if supplied, the camping kit (crockery, cutlery, cooking utensils, pillows, sheets and towels and any extra rented items such as bikes, awnings and so on)
- "Rental Period" means the hire period referred to under the heading 'Booking Details' on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the Hirers possession or control.
- "Vehicle" means the vehicle described under the heading "Vehicle Details" on the Rental Agreement and includes tyres, tools, accessories, the equipment and any other special equipment and documents related to the Vehicle and any replacement or substitute Vehicle that may be provided at the discretion of Tomorrows Business Ltd.
- "Security Deposit" means the Vehicle security deposit detailed under the heading "Vehicle Security Deposit" in the Motor Rental Agreement.
- 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 Rental Agreement.
- The Hirer acknowledges that Tomorrow's Business Ltd 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, breakdown, weather or theft.
- Rental and Other Charges: The Hirer will pay Tomorrows Business Ltd the following:
 - All rental charges. The security deposit. The delivery and collection fee if applicable. Any extras such as hampers or linen kit.
 - Should Daisy be returned without a full tank of fuel, or in a condition that requires valet cleaning, body work or upholstery repair, charges for fines and other costs associated with negligence on the behalf of the hirer (such as wrong fuel input, or key damage etc) the costs and administration charge of £25 per hour will be levied and deducted from the security deposit left.
- As well as, and not limited to:

The nominated cancellation fee in the event of cancellation of this agreement prior to acceptance of delivery of the vehicle. 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 Tomorrows Business Ltd as a result of any breach by the Hirer of the terms of this Agreement. The daily rental rate for the period the Vehicle is off fleet for accident repairs. The cost of recovering a Vehicle that has become bogged.
- Errors in Rental Charges

Total charges as set out therein are not final. The Hirer will pay any shortfall in charges to Tomorrows Business Ltd and the Hirer will receive a refund for any overcharge acknowledged by Tomorrows Business Ltd.
- Payment of Charges Joint and Several Liability

All charges and expenses payable by the Hirer under this Agreement are due on demand by Tomorrows Business Ltd. The Hirer agrees to pay a late charge of 1.5% per month on any outstanding balance and any collection costs incurred by Tomorrows Business Ltd, including reasonable legal fees. When the Hirer comprises more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this Agreement.

- Road Restrictions

All Vehicles may only be driven on sealed / bitumen roads. Tomorrows Business Ltd 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 Tomorrows Business Ltd; 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 if supplied; steering lock applied if supplied 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.

- Alterations to the Vehicle

The Hirer shall not make any alterations or additions to the Vehicle without the prior written consent of Tomorrows Business Ltd

- Pets

The Hirer will not allow any animals to be carried in the rental vehicle unless approved by Tomorrows Business Ltd in writing before travel. The Hirer acknowledges that any damage repair costs or extra cleaning costs caused because of, or by a pet travelling in the vehicle must be paid for in full by the Hirer.

- Maintenance

The Hirer shall take all reasonable steps to properly maintain the Vehicle, including oil checks, water and batteries and acknowledge that Tomorrows Business Ltd 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 Tomorrows Business Ltd and that the damage is not due to any fault or my breach of this Agreement of 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 Tomorrows Business Ltd 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. Also, the Hirer will complete a European accident report form as relevant, not make any admission of liability to other parties, settlement offer or other like offer.

The Hirer undertakes to assist Tomorrows Business Ltd 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 Tomorrows Business Ltd 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 Tomorrows Business Ltd reasonably believes that the Vehicle will not be returned on the agreed return date, Tomorrows Business Ltd 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

Tomorrows Business Ltd owns only one camper van and reserves the right, at its absolute discretion, to substitute a comparable or similar Vehicle for the Vehicle. In this instance we will look to replace or

substitute the vehicle from another company, and their terms will apply. This may entail significant disruption to your planned use, but Tomorrows Business Ltd will endeavour to handle the situation to the best of their ability.

- Release and indemnity of Tomorrows Business Ltd
Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, the Hirer releases Tomorrows Business Ltd, 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 Tomorrows Business Ltd premises or recovered or handled by Tomorrows Business Ltd. Subject to any insurance arrangements agreed with Tomorrows Business Ltd, the Hirer hereby indemnify and shall keep indemnified Tomorrows Business Ltd, 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 Tomorrows Business Ltd 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 www.hiredaisy.com or Tomorrows Business Ltd 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 Tomorrows Business Ltd 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. Tomorrow's Business Ltd reserves the right to add or amend any rental charges without prior notice.
- The Owner reserves the right to reject any renter should he feel that there is insufficient driving experience for the vehicle requested
- Late returns are charged at £15.00 per hour
- £500.00 Excess for insurance claims, however damages can be paid for without the need for a claim and will be charged at cost plus per day that the vehicle is unrentable, along with an hourly charge of £25 for our time in administrating the repair.
- Negligent damage to tyres (inc punctures, blowouts and glass damage) will be charged to the hirer
- Deposit must be cleared and traceable – electronic transfers and cheques are acceptable. We cannot take 100% cash.

I further agree to be bound by the Hirer Driver Endorsement and the terms and conditions of the Insurance which I have seen and read or have had the opportunity to see and read:

Signed and Dated

Name.....

Signature.....

Date.....

HIRER DRIVE ENDORSEMENT & Insurance Terms and Conditions

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this insurance covers the insured vehicle whilst let out on hire, subject to the following conditions: -

The Insured shall verify the identity and permanent address of the Hirer and any other permitted driver by means other than relying solely on the information contained in the Hirer's or driver's driving licence and that such person is not amongst the excluded persons enumerated below.

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

- Hirers under 25 or over 70 years of age unless otherwise agreed by the Insurer.
- Hirers aged 25 or over unless a full driving licence valid in the United Kingdom has been held for 2 years.
- 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 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.
- Persons who have any mental or physical defect or infirmity or suffers from fits, diabetes or any heart complaint.
- Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any Motor Insurer.
- Persons engaged wholly or partly in professional entertainment or professional sports persons.
- Jockeys and persons connected with racing of any sort.
- Undergraduates and/or students under 25 years of age.
- Persons who, whilst driving, have been involved in more than one accident during the past 3 years.
- 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's Proposal Form immediately prior to any hiring. The Insurer's form of proposal for Hirer Drive insurance or as otherwise may be specifically agreed shall be completed and signed by each Hirer or other permitted driver. Such proposal shall be forwarded immediately to the Insurers. The proposal 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 proposal, the following declaration shall appear on the proposal, namely: -

"I further agree to be bound by the terms and conditions of the Insurance which I have seen and read or have had the opportunity to see and read".

If the statements and particulars in the proposal 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 proposal form.

The Insured shall be considered as the 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.

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.

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. Subject otherwise to the terms, exceptions and conditions of this insurance.

I further agree to be bound by the terms and conditions of the Insurance which I have seen and read or have had the opportunity to see and read:

Each driver to complete the following, sign and then fax back along with ID and Rental Agreement:

Name.....**Licence Number**.....

Occupation.....

Claims/convictions/health problems declared here.....

Signature.....**Date**.....

