



TERMS AND CONDITIONS OF BOOKING AND HIRE

This Agreement is made between **JELLYBEAN CAMPERS LTD** whose registered office is: 42 Retford Road, Blyth, Worksop, Notts. S81 8ER.(Company Number 08309436)

And the person/persons signing the Booking Form

1. By signing these terms and conditions you the Hirer agree that you have read, understood and accept this document and that you will comply with them. The rights and obligations contained in these terms and conditions govern your use of our van and are not transferable by you. You acknowledge that the van is owned by us and that any attempted transfer or sub letting of the van by anyone other than us is prohibited and a criminal offence. You should not make any representation that may lead third parties to believe otherwise. We permit you to use the van on the terms of this Rental Agreement only.
2. Except as otherwise stated the following words have the following meanings in this document:
 1. Rental Agreement means the Agreement signed by you together with all and any other documents expressly referred to in this Agreement including insurance documents.
 2. The Campervan means the vehicle hired to you under the Hire Agreement together with all tyres, tools, accessories and equipment.
 3. Security deposit means the sum of £750.00
 4. Booking Deposit means the sum of £250.00
 5. Any reference to 'I','me' and 'my' refers jointly and severally to the person or persons who are the customers and who sign Hire Agreement
 6. Any reference to "we" and "us" means **Jellybean Campers Ltd**.

Jellybean Campers Ltd hires the van (including any replacement vehicle) to you subject to the Rental Agreement which incorporates these terms and conditions and the information and conditions contained on the booking form that you completed and signed on paper. In entering into this Rental Agreement you accept these terms and conditions and confirm that you will strictly comply with them. The rights and obligations contained in these terms and conditions govern your use of our van and are not transferable by you. You acknowledge that the van is owned by us and that any attempted transfer or sub letting of the van by anyone other than us is prohibited and a criminal offence.

We permit you to use the van on the terms of this Rental Agreement only.

Dos and Don'ts You agree that you shall not:

1. **carry more passengers than the seat belt capacity of the van,**
2. **use the van to carry passengers or goods for hire or reward,**
3. **tow or push any vehicle, trailer or other object,**
4. **drive off road, on unsurfaced roads or on roads unsuitable for the vehicle,**
5. **drive when it is overloaded or when loads are not properly secured,**
6. **use the van for any illegal purpose, or carry any object or any substance which is illegal or, because of its condition or smell may harm the van and/or delay our ability to rent the van again,**
7. **damage the van by immersion in water or contact with salt water,**
8. **take part in any race, rally, test or other contest, drive or park in contravention of any traffic or other regulations,**
9. **drive or allow to the van to be driven in restricted areas including, but not limited to, airport runways, airport service roads, and associated areas,**
10. **undertake driving training activity or put the van through a rotary car wash.**
11. **Deliberately damage or tamper with the vehicle.**

Please note this is not an exhaustive list.

If taking the van to a festival please ask for Jellybean Campers Ltd permission in advance as some festivals have unsuitable roads/grounds.

Booking We will acknowledge receipt of your order without undue delay by e-mail. You agree that all notices, agreements, disclosures and other communications that we provide to you electronically satisfy any requirement that such communications be in writing. Please note that our acknowledgement of receipt of your order is not our acceptance of your order which we will send separately.

The booking form must be completed and sent to us with a non refundable booking deposit of £250.00 (payable by **BACs Transfer or credit/debit card**). On receipt of the booking form, the signed terms and conditions, your deposit and receipt of written confirmation from us this contract shall have effect. The balance of the hire charge (full charge less deposit) is due 42 days (6 weeks) before the start of the rental period. Vehicles will not be released without cleared payment received in full.

If we need to vary the total rental price to take account of any changes in taxes and duties, site errors or omission in the price displayed on our website or in any confirmatory correspondence, we shall notify you by e-mail and allow you an opportunity to cancel your order without any cost to you.

A security deposit of £750 is payable (by credit/debit card) on collection of your van.

You acknowledge that we may ask a third party to provide a credit/fraud report on the basis of the credit/debit card details and other personal details that you provide.

For late bookings (less than 6 weeks before the hire start date) the full price is payable on booking. All payments and deposits will be made in pound sterling. We reserve the right to place restrictions on the volume of vehicles or additional services ordered.

All rights are reserved by us to refuse any hire under any circumstance. No refunds are payable on accommodation, or vans not being available where you change, cancel or seek to vary the Agreement after departure. We take no responsibility for any detention, delay, loss, damage that you might experience no matter how it is caused or by whom.

We reserve the right to refuse rental of vehicles if you have received an endorsement for dangerous driving, driving whilst drunk or on drugs, theft or unauthorised taking of vehicles or if you have been disqualified for 12 months or more, also if you have more than 6 current points on your licence (minor offences only). If any of the following endorsements appear on your driving licence then we will be unable to rent you a vehicle: AC, BA, CD, DD, DR, IN, UT AND TT (within 5 years of offence) also, two or more periods of disqualification. Endorsements on licences will be taken from the date of conviction, not from the date of the offence. Please note that a disqualification over 5 years old is acceptable even if it is still showing on your licence. If you have placed an order with us when you have such endorsements, we will not be required to refund any payments made by you.

Cancellation In the event of a cancellation the following applies:

1. Cancellations between the time of confirmed reservation and 42 days before the rental period- the booking deposit is forfeited.
2. Cancellations between 42 and 14 days of start of the rental period - a fee of 50% of the balance of the payable hire charge will be incurred.
3. Cancellations less than 7 days before the rental period commences - 100% of the total hire charges are forfeited.

However, if we receive another booking for the same rental period we will waive the cancellation fee but not the booking deposit.

If you change your booking date, we will only honour booking deposits for a period of 1 year from receipt after which time the booking deposit is forfeited.

Security Deposit The £750 security deposit is refundable on safe return of the van, in the condition in which it left our premises (with the interior clean, including all cooking utensils and appliances) subject to an inspection satisfactory to us. This deposit is to cover the possibility of damage (whether negligent, wilful, accidental or otherwise) or loss to the van or the fixtures and fittings therein or the living equipment and windows, wheels, tyres etc included with the van. The van and all its equipment must be returned in good condition, with no damage to it, its contents or any third party property. The van must be returned with a full tank of fuel.

The security deposit will normally be refunded within 14 days of the end of the rental period (as long as terms and conditions are met) allowing for speeding tickets, parking fines, congestion charges and any other costs to reach **Jellybean Campers Ltd**. You will be responsible for any costs of parking fines or other penalties incurred whilst you rent the vehicle. We reserve the right to make reasonable charges for our time incurred and the administration costs involved in processing any fines and/or penalties. At present our administration charge for processing any fines and/or penalties is £20.

Should there be any damage or requirement for any repair, replacement or special cleaning, the costs will be deducted from the security deposit before the balance is returned to you. You irrevocably authorise us to deduct

from the Security Deposit any amounts due to us arising out of this Agreement. You agree irrevocably to pay all charges upon request. In the event that there is a claim we reserve the right to retain the security deposit for such period as is necessary to quantify the charges incurred which are to be deducted from the deposit.

The security deposit will be used towards funding any loss or damage whatsoever to the van, equipment, fixtures and fittings as well as payment for the insurance excess.

Where the security deposit is insufficient to cover the costs, you will pay any additional amounts due. These will be invoiced as appropriate and you authorise us to deduct any sums due from your card in respect of such amount. Where charges are incurred which result in your security deposit being debited we will provide you with an itemised invoice detailing the charges incurred by you. Your signature below gives us permission to deduct all charges from your card following the issue of an invoice. If we are not holding your card information then you agree you to pay all charges upon presentation of the invoice.

Charges If, on arrival to collect your van, your licence is unacceptable due to endorsements or defacement, you will be unable to hire the van and no monies will be refunded to you. The charges stated on the rental invoice reflect your use of the van during the rental period and include basic hire charges, insurance, charges for any optional or ancillary services chosen by you and any applicable taxes at the prevailing rate. Additional charges may arise from your use of the van during the rental period, and may include (but are not limited to) loss of or damage to the van and its contents during the rental period and/or until the van is examined, the insurance excess, refuelling service charge and fuel cost, any late return charge, any pet damage charge, extra cleaning charge and any road tolls or fines for charges arising from traffic or parking offences during the rental period. All charges are subject to final calculation within 14 days of the end of the rental period.

In some cases, we may incur additional charges for traffic convictions etc. These charges will be passed to you and will be notified in advance.

Payment of Charges 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 3.5% per calendar month on the outstanding balance and any collection costs incurred by ourselves and our agents, 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.

Payment by Credit Card Where payment is paid by credit card, you agree that:

- a) we are irrevocably authorised to complete any documentation and to take any other action to recover from the credit card issuer all amounts due pursuant to this Agreement in respect of the Security Deposit and the hire charges payable;
 - b) you will indemnify and keep us indemnified against any loss incurred (including legal costs) by reason of notifying a credit card issuer of a dispute;
 - c) we may process the credit card voucher. In the event that we elect to accept payment of the Security Deposit by holding an open security payment (which may be cancelled 14 days after the completion of the Rental Period) you agree that we are entitled to obtain payment from the credit card issuer pursuant to the paragraph above (a) in respect of any amounts due which are not known at the time of cancelling the open security payment.
-

Insurance The vans all have comprehensive insurance for the first and any other named drivers. Insurance is only for our van. The interior equipment and other items as specified in the Van Handbook are not covered by the

Insurance and any damage will incur costs in addition to the Excess.

You understand that all insurance cover is provided by us for the duration of your hire and we are not required to obtain the best premium that is available on the market .

Failing to provide information may invalidate your insurance and render you liable for all losses howsoever sustained including claims by third parties.

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.

We are not responsible for any damage in connection with any accident or breakdown caused by you nor are we responsible for any loss from the van. Our insurance policy protects us and any authorised driver against legal claims from any other person or for death or personal injury or damage to any other person's property caused by use of the van on the road, on condition you report all such incidents to us during the rental period (and you are using the van within the terms and conditions and those of our insurance company). The terms and conditions of our insurance company are included. In the event that any third party suffers death, personal injury or damage to property caused by use of the van which involves a breach by you or any authorised driver of any of the terms and conditions of this Agreement, and that of our insurance policy, you agree to reimburse us if we are obliged to compensate (a) the insurers for any payment they make to a third party on your behalf and/or (b) any third party. Our Insurance Company terms and conditions will be sent to you by post or e-mail, and can be viewed at our offices.

You should not exceed the maximum number of passengers suggested for the vehicle. If you do, the insurance will be invalid and you will be responsible for any payments that would have been normally made by the insurer.

Theft protection does not apply beyond the rental date agreed with us therefore if you do not return the vehicle on time you will be responsible for any costs that we may incur against any theft.

The insurance on the van is limited to 75% of cover for consequences resulting from fire due to cooking or heating. In this instance you will be liable for the outstanding 25%.

Excess

Our insurers may increase the excess payable by you if you have driving offences on your licence or have criminal convictions. We will inform you before the hire period commences of any increases in the excess the insurance company intends to make. For your information, this excess is usually set at about £500.00

If an insurance claim is made, you are responsible for a £500.00 excess (or excess of a greater amount if you are notified before the rental period commences about such change to the excess due) which is due in each and every incident and includes loss or damage to equipment, fixtures and fittings or to third party property. The excess applies in respect of each claim.

The Insurance does not apply to windscreens, windows, wheels, tyres, the underside, the roof and the interior of the van , towing charges, or where the van is driven off road or on unsurfaced roads or without due care and attention, negligently, recklessly or where the driver is under the influence of alcohol or other drugs. Your liability to pay the cost of the damage will therefore not be waived in these cases and you may be liable for the full cost. In respect of windscreen damage a separate policy excess charge of £500.00 may be levied.

Drivers' Licence, Health and History Drivers must be over 25 years of age and under 75, in good health and hold a full driving licence. "Good Health" means that you have no mental or physical disabilities which would interfere with your ability to drive, for example stroke/deafness/heart condition/diabetes/loss of limb/loss of sight in an eye/epilepsy. In addition you must not be taking drugs likely to affect your driving or drugs prescribed by a registered medical practitioner for treatment of drug addiction.

You will need to have held a UK driving licence for at least 2 years or a European Union Licence for at least two years (UK residents must provide a UK licence - an international licence is not acceptable. It is a legal requirement for any non-UK resident to obtain a UK licence if they are driving in the UK for a period exceeding 3 years). We will require the driving licence numbers and other identification information for all those who intend to drive, when you make your booking. We will need to see the full driving licences for all named drivers with details of all endorsements, plus another 2 forms of identification such as passport and a recent utility bill (for each driver) on collection of the van. It is your responsibility to ensure that an appropriate driving licence is provided. This will be copied and the details retained by us in accordance with our privacy policy. No refunds will be given for rentals rejected due to non-production of an appropriate driving licence.

A maximum of 3 drivers per rental is allowed by our insurers. You cannot drive away a van without us having sight of your licences and ID documents.

When you pick up your vehicle you must bring –

- The e-mail confirmation from us that your booking has been accepted.
- A valid driving licence (for each driver) - you must present both parts of the new two-part UK Drivers Licence.
- 2 valid forms of ID for each driver (bearing your current home address which needs to be a mixture of either a bank statement, utility bill or a solicitors letter. The documentation must be no older than 3 months old prior to the start of the hire period and must be presented when collecting the vehicle. These must be original postal documents, as photocopies will not be accepted. Printed utility bills will also be accepted provided all the customers information - name and address etc is shown. Where the utility bills are unobtainable, please bring your passport)
- A valid credit/debit card
- The van must only be driven by you or any other person who has first been authorised by us, for whom you have provided the insurance, driving licence and personal identification information. Failure to provide accurate information may invalidate the insurance and render you liable for all losses howsoever sustained including claims by third parties.

You warrant that all information supplied to us in connection with this agreement is true and complete. In particular, on collection of the van you warrant that information supplied with the original booking has not materially changed, including but not limited to the number of points on a driver's licence.

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

Our Obligations We will supply the van to you in good overall and operating condition, complete with all necessary documents, parts and accessories. You agree to return the van to us in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in this Rental Agreement or sooner upon demand by us. Failure to do so may result in further charges becoming due and payable by you.

Conditions You and we will check the condition of the van at the start of the rental term and on return of the vehicle. You acknowledge receipt of the van which appears, upon visual inspection, to be in good, clean condition and sound working order on collection. It is your responsibility to check the van for existing damage, upon collection of the vehicle and to inform us of such before you depart.

Collection and Return When you arrive to collect your van, please ensure you allow at least an hour for us to show you around the van, how to drive the van, and how to operate the cooker, sink, fridge, roof, camping gas, (grill and heater where available), water storage and other accessories and to brief you on our health and safety guidelines. We will also need to complete the paperwork in that time. You will also need time to load your luggage into the van.

We reserve the right to refuse to provide a vehicle to you if, when attempting to collect the vehicle, you are, in our reasonable opinion, unfit to drive or you do not meet the eligibility requirements. In such case the contract will terminate immediately and, unless we rent the vehicle allocated to you to a third party for the relevant hire period, we will have no further liability towards you. We shall be under no obligation to take any steps to actively seek a third party to rent the vehicle allocated to you.

Please also note that the vehicle will be held for 59 minutes after the agreed time of collection on your order confirmation sheet. If you are going to be later you must contact us.

Return For weekly hires commencing on a Friday, collections are after 15:00 and before 18:00. However, should you wish to collect later then this can be organised subject to prior arrangement. Returns must be made by appointment between 10:00-12:00 on the following Friday. For weekly hires commencing on a Monday collections are after 15:00 and before 18:00 (again later collections are available with prior agreement) and returns must be made by appointment between 10:00-12:00 on the following Monday. A time slot will be allocated for your collection and return at booking. Please return the van by the agreed time. Please allow sufficient time to get back to our premises so that you do not push the van too hard trying to get back in a hurry. Please allow one hour for the hand over at our premises. This time is required to perform all the after hire checks to ensure that all terms and conditions have been upheld. No van can be collected outside our normal business hours (i.e. after 18.00 on a weekday). A check will be undertaken to identify any potential malfunctioning of the vehicle or its equipment, fuel level or any other relevant matter requiring attention.

If you return the van outside normal business hours, you must comply with the out of hours return instructions, in which case you will remain fully responsible for the van until the return location re-opens for business. If you fail to comply with these instructions, you will remain responsible for the van until we are able to access it.

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 fully responsible for the van until it is collected by us or a representative sent by us. You are responsible for any costs incurred in returning the van to our premises should you abandon the vehicle.

We will not refund the hire charge if the van is returned prior to the return date due to weather, personal circumstances or any other reason whatsoever.

Late Return If a van is returned later than the agreed time, without our prior agreement, £100.00 per hour will be payable. You will also be affecting the holiday of the next person to hire your campervan. Should the late return of the van make us liable for extra costs, we reserve the right to pass on these costs to you. Charges and costs for late return will be deducted from your security deposit. By signing this Agreement you agree to us making such deductions. Should the late return be due to accident you will be liable for any revenue lost due to the van being unavailable for hire.

No refund is given for early return of the vehicle.

Cleaning 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.

Occupying the Campervan You must inform us on the booking form or subsequently in writing 7 days before the start of the rental period of the names and ages of all the people who will occupy the campervan during your stay. Failure to do so will be a breach of these Terms and Conditions and may invalidate insurance.

Engine Care If there is damage or breakdown caused by your own actions, you will be liable for the cost of repair/replacement. This could be such things as pushing the engine too hard, or putting diesel in a petrol engine or vice versa, or burning out the clutch. This list is not exhaustive. You must take all reasonable and practicable steps to properly and safely maintain the camper including regular checks on; batteries, engine oil and other gauges, bulbs and tyre pressures and condition when driven more than 500 kms, refilling or replacing as necessary. If you cause damage to the engine through driving too fast (over 60 mph) over too long a period of time, and ignoring the warning lights, you will be liable for any transport costs, repairs required or even the cost of a replacement engine.

Tyres You agree that the tyres on the Van are visibly sound and appear within legal limits. Any damage or repair to tyres is your responsibility, unless it can be shown that damage is due to invisible defects in the manufacture of the tyre which are covered by a manufacturer's warranty, in which case we may reimburse you. For any reimbursement you must: a) Return the defective tyre to us for inspection and return; b) Produce appropriate receipts; and c) Accept the decision of the manufacturer as to whether reimbursement is made.

Health and Safety You must follow the health and safety guidelines when operating the campervan and its appliances and when using any equipment in the campervan or tent. The instructions for using the van and its accessories and facilities including the health and safety guidelines are provided to you upon receipt of the van verbally, and are to be found in the campervan handbook in your campervan.

Seat Belts, Booster and Baby Seats You must carry only as many passengers as there are seat belts in the van. You are legally responsible for obtaining and using an appropriate child or baby seat. For each child under 135 cms (4'5" inches approx) or under 12 years of age you must use a booster seat or baby seat as appropriate.

Information on correct fitting is shown on the underside of the booster seat; the fitting of any such equipment is the sole responsibility of you and we can accept no liability whatsoever for defective child or baby seats not supplied by us or the incorrect fitting by you.

Extent of Hire We would ask that you remain in the UK during your hire period. However, if you would like to go farther a field, please let us know and we will consider your request.

Fuel The fuel tank will be full on collection and must be returned to us full. An administration charge of £25.00, plus the cost of the missing fuel will be deducted from your security deposit if the van is returned with missing fuel. The van uses diesel.

Camping gas Camping Gas is provided for the cooker, please follow instructions when refilling the gas bottle. Please do not use the cooking facilities without adequate ventilation. It is your responsibility to ensure there is adequate ventilation when using the cooking facilities

Smoking It is illegal to smoke inside our vans or tents. You will be liable for any damage or smoke contamination caused to the van, the tent or their contents through smoking.

Drinking Water We cannot be held responsible for the cleanliness of drinking water obtained from various campsites and you are advised to check this with the site owners on arrival. The water stored in the van is not drinking water. We do advise that you drink bottled water.

Pets are not permitted in the van

Keys You must look after the vehicle and the keys to the vehicle at all times. You must not leave the keys unattended at any time. In the event that keys are lost or damaged you will be liable for the reasonable costs of obtaining replacement keys, and any costs associated with providing the keys to you during the hire period . You must lock the van at all times when not in use.

Your Vehicle During the period of the hire you may park your vehicle at our premises but do so at your own risk. We cannot accept responsibility for the loss of, or damage to your car or its contents unless caused by us.

Use of the Van You are authorised to drive the van on the conditions of this Agreement including, at all times, to use the van in a responsible manner. If you do not comply with these conditions, you will be liable to us for any liability or loss incurred by us or any damages or reasonable expenses we suffer or incur as a result of your breach of the Agreement. We reserve the right to take back the van at any time, and at your expense, if you are in breach of this Agreement. You must look after the vehicle, make sure it is locked, secure and parked in a safe place when not in use. You must remove and keep in a safe place any removable radio and/or radio/CD face plate when the van is unoccupied. You must use seat belts, child seats and other child restraints as appropriate and required by law.

Loss or Damage You will be liable to us for all losses and costs incurred by us in the event of loss, damage to or theft of the vehicle, its parts or accessories, while on rental, if this damage, loss or theft involves the deception of or by you or another party, or as a result of the keys remaining in the van whilst it is unoccupied, or was caused intentionally or negligently by you or your party. Your liability may include the cost of repairs, loss in value of the vehicle, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the van unless responsibility for the damage lies with

us or has been determined by a third party or their insurers to lie with the third party. You will not be liable to us for any charge or excess if the loss or damage is directly due to our negligence or our breach of this Rental Agreement. You will be liable for the loss or damage to any in- car entertainment equipment - cover for these items (i.e. the CD player) is not provided by our insurers.

Breakdown If you have any difficulties report these immediately to us. In the event of breakdown, recovery or repair services will be provided. Our van has ALPS Road Rescue breakdown cover. If you incur any minor repair bills (reasonably incurred rectifying mechanical failure to the drive train and engine of the vehicle) we will reimburse you up to £50. This will not include repairs to the water system, refrigerator, heater and audio equipment. Just produce your valid VAT receipt on the completion of your hire (provided the hirer was not directly responsible for any damage). Repairs costing in excess of £50 must be authorised by us PRIOR to the work being undertaken.

We cannot accept liability for any costs arising from accident, breakdown or any other cause, e.g., replacement van costs, travel, accommodation, telephone calls, etc. Our liability extends to refunding your hire charge for any days you lose the total use of the vehicle. You will need to return to our premises, at your own cost, but preferably with the ALPS Road Rescue service returning your original campervan. If you have caused the breakdown through your own actions you will be liable for all costs incurred and we will not refund you any unused days of hire. If you have broken down you must remain at a safe distance from the van until the ALPS Road Rescue Recovery arrives. You may not abandon the van at the roadside. You must hand over the keys to the authorised ALPS Road Rescue Vehicle Driver. If you abandon the vehicle, we will deduct any transport and labour costs incurred in returning the van to our workshop and any costs arising from loss or damage to the van whilst it is unattended from your Security Deposit.

Accidents, theft and vandalism You must, where possible, report any traffic accident involving the van to the police (and us) as soon as practicable and report loss, damage or theft involving the van to the police (and us) within 24 hours of the incident or discovery of the incident. Our insurance requires that you must not admit to any liability, release any party from liability, settle any claim or accept any disclaimer in the event of the accident, but should, 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 vehicles before the police arrive, as long as keeping them in situ is a safe thing to do.

An accident or theft report form must always be completed and submitted to us when you return the van or within 3 days of return of the vehicle, containing all the above information, plus diagrams if possible. In the event of theft, you must return the keys to us where possible. You agree to 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 to the vehicle.

Return of items left in the campervan We will be happy to return your belongings left in the campervan at an administration charge of £10 plus postage and packing per item. This will be deducted from your security deposit or invoiced as necessary.

Your Liabilities You are personally liable for all road tolls, fines and legal penalties (e.g., parking tickets, speeding) which are incurred during your period of hire. Any charges subsequently notified to us, will be immediately invoiced to you and we will require payment within 14 days. If we are still holding your security deposit at this time, we will deduct this sum from that deposit. By signing this Agreement, you accept this. You are liable for any losses or damage caused by you and/or your group and we cannot accept liability for any losses or damage or liability caused by you to yourselves or third parties, or their property.

You are liable for any damage above cab height - you are fully responsible for damage caused by failure to assess the height of the van and striking overhead or overhanging objects. You will indemnify us against any liability, caused by damage to overhead or overhanging objects and subsequent damage to third parties and their property. You will also be responsible for any damage to third parties and their property that arises through your negligence; for example and without limitation: damage caused through loaded luggage and cycles.

You must use the van and its contents responsibly and comply with our instructions and Health and Safety Guidelines. Where no instructions or advice or guidelines are given you must assume that 'normal' and 'common sense' rules apply.

Breaches of these Terms and Conditions If you commit a breach of these Terms and Conditions, we will have the right to terminate your booking without notification, and if you are already in the van, we may require you to return or vacate it immediately. In the event of you committing a breach of these Terms and Conditions no refund of the fees you have paid will be returnable to you. You will also be liable for any costs incurred in returning the van to our premises. Breaches in our Terms & Conditions or Health and Safety Guidelines may invalidate your insurance and you will be liable for all losses howsoever sustained including claims by third parties.

Our Liability to You We will only be liable for any loss or damage suffered by you or any member of your party or to your or their property, where such loss or damage is due to our negligence. Except in the case of death or personal injury resulting from our negligence, our total liability to you in respect of any breach of these Terms and Conditions or tort or other act or omission by us in connection with this contract shall be limited in aggregate to the price agreed to be paid by you for the right to use the van for the period agreed.

Business use of the van is not permitted

We will supply the vehicle free from mechanical defects for the period of the rental agreed in the order confirmation. This guarantee does not cover repairs, replacements, adjustments or other works that are necessary as a result of:-

- wilful or accidental damage, misuse or neglect by you; or
- unauthorised alterations or additions; or
- any unforeseeable circumstances which are not due to our fault or negligence; or
- any attempted repair which you have made without our approval; or
- any failure to follow our instructions.

We shall not be held responsible for you or any of your party driving under the influence of alcohol or drugs, causing wilful damage, off road driving or driving without due care and attention. If we do suffer damages as a result of your actions, you agree to indemnify us against all losses, costs, expenses or liability we may incur in respect of your or your party's actions.

Whole Agreement These Terms and Conditions override and supersede all previous versions and any previous course of dealing between the parties and incorporate the whole Agreement together with any insurance conditions notified to you at the time of hire or collection (and which are available to view at our premises). In the event of any inconsistency between these Terms and Conditions and any other of our literature, whether found in our brochure or on 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.

Personal Data When you book your campervan, 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 campervan and insurance for you. We will also collect non-transactional data should you enter a competition, request a brochure or take part in a survey, for example. We may use the information that we collect to occasionally notify you about news and information we think you may find valuable. For example, we may send you our newsletters and special offers by email or text. If at any stage you decide that you would rather not receive such information, please contact us by telephone, email or post.

We reveal your identity information to our insurance company. We will **not** sell your information to another company.

If you are uncertain as to your rights under these terms and conditions or you want an explanation about them please e-mail us at nic@jellybeancampers.co.uk

In the event that you have any cause for complaint with regard to the services provided please click on the "contact us" tab at the top of our website page. We will investigate your complaint and try to resolve it as soon as possible.

Governing law and jurisdiction We and you agree that the 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 England and Wales. We and you irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.

Customer (the 'Hirer')

Signed..... Date.....

Print.....

Jellybean Campers Ltd

Signed..... Date.....

Print.....