

# Terms & Conditions

It is vital to be fully aware of the contents of this page, which in tandem with the terms set out on the hire agreement constitute the terms and conditions of hire. Breach of any of these terms, depending on the nature of the breach, may give rise to: the loss of your security deposit; a breach in the terms of the vehicle's insurance leading to a lack of cover for an individual or occurrence; a criminal offence being committed.

## Glossary of Terms

### **'You/Your/Yours'**

Refers to the hirer of the vehicle as recorded on this agreement, and any additional drivers also recorded on this agreement.

### **'We/Our/Us'**

Refers to Aj Adventures LTD and its employees and agents.

### **'The Parties'**

Refers to the hirer of the vehicle as recorded on this agreement, any additional drivers also recorded on this agreement, and Aj Adventures LTD and its employees and agents.

### **'Agreement'**

Refers to the entirety of the hire agreement, to include the first page with details of the hirer, the vehicle and any charges, and every part and page of these terms and conditions, all of which constitute the entire agreement between the parties.

### **'Hire'**

Refers to the provision to you of the vehicle by us in accordance with the terms of this agreement.

### **'Vehicle'**

Refers to the vehicle provided to you by us in accordance with the terms of this agreement.

### **'Charges'**

Refers to all charges levied at you by us in respect of the hire of the vehicle in accordance with the terms of this agreement: mandatory, elective and/or refundable; to include deposits, daily rates, additional extras and penalty charges.

### **'Accessories'**

Refers to any supplemental and/or additional item provided by us to you as part of the hire of the vehicle according to the terms of this agreement, that nonetheless does not form part of the vehicle itself.

### **'Damage'**

Refers to any loss or defect that arises while the vehicle is in your care, whether cosmetic, electrical or mechanical, that causes the vehicle to no longer be in the same condition as it was when we provided it to you.

# Hire of The Vehicle

## **1. Collection & Return of Vehicle**

- a) You must collect the vehicle between 3pm and 4pm on the day that hire is due to commence. Please allow at least 30 minutes to demonstrate the workings of the vehicle and its accessories.
- b) You must return the vehicle by 12pm on the final day that hire is arranged for. The vehicle must be clean and in the same condition as when it was collected, and must have a full tank of the correct fuel type. Should this prove not to be the case, a charge will be levied, which will in the first instance come out of your security deposit.
- c) Should the vehicle have been involved in an accident involving damage to itself or third party property, you will be liable for the policy excess shown below:

### **UK Hire and Residency**

25-75 Years Old £500

23 & 24 Years Old £750

21 & 22 & 76-79 Years Old £1000

- d) If it becomes clear that you will be late returning the vehicle, you must advise us immediately, as any failure to do so may mean that you are driving the vehicle while uninsured, which may in turn give rise to your prosecution. All late returns are charged an additional £25.00 per hour.
- e) If you lose the use of the vehicle for any reason during the period of hire, we have no obligation to refund you any money paid to us, and are not required to provide you with a replacement vehicle.

## **2. Drivers**

- a) All drivers must be aged between 21 and 79 years old, and have held a full valid driver's licence for two years. We reserve the right to refuse the hire of a vehicle to any driver we see fit without explanation.
- b) Details of any additional drivers will be required at least 7 days in advance of the commencement of hire.
- c) A valid driver's photographic licence plus DVLA license summary PDF must be produced by all drivers at the commencement of hire. Copies/scans of both licenses to be uploaded to our website in advance of the day of hire commencement.
- d) Each driver must also provide two forms of identification which must be two of the following - utility bill, bank statement, credit card statement, mortgage statement or council tax bill that matches the driving license address and is dated within the three months of the hire commencement.
- e) Drivers will be held personally liable for all legal penalties (e.g.: fines, charges or illegal activities undertaken), which are incurred during the period of hire, except where those penalties can be proven to reflect upon the condition of the vehicle at the point of hire.

## **3. Use of the Vehicle**

- a) The vehicle is not to be:

- driven in an unsafe, reckless or dangerous manner
- driven off the road or on unsafe road surface
- used in a manner which could cause damage to the vehicle, its passengers or third parties or their property
- driven in an area prohibited by law, by us or on private property to which access is excluded
- driven by a person in any way under the influence of alcohol or drugs, or with a blood alcohol level above the legal limit

- driven by any person not authorised by us to do so (see Glossary of Terms, Driver/Drivers)
- driven by any person under the age of 21 or over the age of 79
- driven by any person not legally entitled to drive a motor vehicle
- driven by any person not legally entitled to drive a motor vehicle of this type
- driven by any person not in possession of a full valid driving licence
- left unoccupied with any of the keys in or on the vehicle
- submerged in water, or put into contact with salt water
- used for any illegal purpose, or for any race, rally or contest
- used to tow any other vehicle and/or trailer
- used to carry passengers/property for hire and reward
- used to carry more passengers/property than is permitted by the specific hire agreement entered into
- used to carry volatile material (including but not limited to liquids, gases, explosives or corrosives)
- used in any way that would breach your obligations under the hire agreement
- permit smoking in or near the campervan or awning
- lent or hired the campervan to a third party
- used to carry more passengers than the permitted capacity of the camper van
- moved without the written consent of AjAdventures Ltd out of the permitted counties on the UK mainland
- used on adverse road or weather conditions

#### **4. Smoking in The Vehicle**

Smoking of any kind is banned in or near our vehicles/awnings. There will be a deduction from your security deposit should there be evidence of smoking having taken place within the vehicle upon its return to us.

#### **5. Taking Pets**

As much as we love all animals we can not allow pets in the campervan, as this may cause problems for other guests who may have allergies etc. Thank you for your understanding.

#### **6. Modifications to The Vehicle**

You will not make any modifications of any kind to the vehicle's exterior, interior, mechanical or electrical workings or accessories without our prior consent.

#### **7. Maintenance of The Vehicle**

a) You will ensure that the vehicle is properly maintained while in your care, within a reasonable limit. This is to include checking oil and water levels daily, and ensuring that the vehicle's tyres are safe before moving off.

b) Regular checks of the battery are also essential. Do not continue to run the battery for an extended period to run electrical equipment or accessories.

c) In the event of any vehicle breakdown please phone the Breakdown recovery company for assistance (Tel. found in Manual ) inform AjAdventures Ltd so a suitable course of action can be agreed for all parties

## **Charges and Payments**

#### **8. Making Payment**

a) You must confirm the availability of your chosen vehicle with us at the time of booking. A booking is only fully confirmed once a booking deposit has been received, at which point your confirmation email will be sent. The balance of the hire charges must then be paid at 4 weeks before hire commences.

b) Should booking occur within 4 weeks of the date that hire is due to commence, the full hire charges will be payable immediately upon booking, and upon receipt the confirmation email will be sent.

c) Payment of the Deposit is by debit card, credit card or PayPal. The balance is paid by BACS .  
AjAdventures Ltd bank details will be emailed 4 weeks before collection .

## **9. Cancellation Charges**

a) A 50% deposit is payable on booking. This is 100% refundable up to 4 weeks prior to the camper collection date.

b) If cancellation is less than 4 weeks prior to collection, the deposit is non-refundable.

c) Our insurance policy does not cover your personal belongings or cancellation due to illness etc., therefore we strongly recommend that you have your own travel insurance policy in place just in case.

d) Gift Vouchers are non-refundable including any unspent sums.

## **10. Your Security Deposit**

a) A security deposit for the amount shown below is payable before hire can commence. This deposit is fully refundable upon the return of the vehicle, provided it and any accessories are delivered on time and in the same condition as when they left. This must include a full tank of the correct fuel type.

### **UK Hire and Residency**

European Hire / Non-UK Residency

25-75 Years Old £500

23 & 24 Years Old £750

21 & 22 & 76-79 Years Old £1000

b) The deposit will be refunded to you within 7 days of these conditions being met.

c) You will be charged at if the vehicle is returned past the agreed time, at £25.00 per hour. This is because the vehicle will need to be completely cleaned, valeted and re-stocked before the next customer arrives to collect it.

d) Should any damage to the interior of the vehicle and/or the accessories exceed the security deposit, you will be liable for settling these additional costs.

e) Should the damage not exceed the security deposit then we will only charge you for the amount required to set right the damage, and will return the remainder of the deposit to you.

## **11. Chargeable Insurance Extras**

Insurance for additional drivers is charged at £8.00 per additional driver per day (in whole or in part), with a maximum of three drivers allowed. We reserve the right to refuse hire of a vehicle to any driver we see fit without explanation.

# **Insurance**

## **12. Vehicle Insurance**

a) Comprehensive insurance cover is included in the stated price, with a standard excess of £500.00, (£750.00 for non-UK residents and drivers aged 23 & 24 and £1000 for drivers aged 21 & 22 and 76 to 79) payable in the event of any accident, damage to either the vehicle or third party property, which applies to each claim. You will be liable for this excess, as well as for the replacement or repair involved in any damage to the windscreen or tyres.

b) The driver, or drivers, must be a minimum of 21 years old for them to be covered, and therefore we will not allow any additional driver below this age.

c) Repair costs which are less than the Insurance Excess will be invoiced directly to the Hirer. An insurance claim will only be made if the total repair cost exceeds £500 (£750 for non-UK residents).

d) Hirers cannot be insured in the following circumstances:

- Hirers under 21 or over 79 years of age unless otherwise agreed by the Insurer.
- Hirers aged 21 or over unless a full driving licence valid in the United Kingdom, or International equivalent has been held for 24 months.
- Persons who have been convicted of an offence about 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.
- 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 because 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.
- 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.

e) The following are not covered by Aj Adventures LTD Vehicle Insurance:

- Windscreen, glass & tyre damage
- Minor damage to exterior vehicle paintwork, and with total repair costs less than £500 (£750 for non-UK residents)
- Loss/damage/theft to the radio, stereo equipment, and aerials
- Personal effects within or from the vehicle
- Interior damage including burns, to seats, flooring and living or cooking equipment
- Any equipment on hire
- Any consequential expenses or additional costs incurred in hiring alternative vehicles
- Missed transport, accommodation, travel expenses or any third-party claims about a breakdown or accident
- The Hirer shall be liable to pay the full cost of repair of any damage which the campervan may suffer as the result of accidental damage, or wilful or negligent action of the Hirer

### **13. Cleaning**

a) As part of the hire agreement you are expected to sweep out any debris in the campervan and wipe down all internal surfaces before returning the vehicle. The porta potti must be returned empty & clean.

b) You also agree to bring the camper van back in a condition that is not unreasonably dirty on the outside.

## **Accidents and Breakdowns**

### **14. In the Event of An Accident**

a) Should an accident occur while the vehicle is in your care, or should any accident, loss or damage occur to the vehicle, you must inform us within 24 hours.

b) Any theft, road traffic accident or damage to third party property arising out of your use of the vehicle must be reported by you to the local police. Names, addresses and contact telephone numbers for all third parties and witnesses must be obtained by you, even if the matter appears to be straightforward and/or the damage minimal.

c) By signing this agreement, you undertake to assist us and our representatives in handling any claim arising from any accident, incident or event occurring while the vehicle is in your care, including but not limited to the completion of report forms and witness statements, interview by our representatives or their agents and attending Court to provide evidence.

### **15. Breakdown & Recovery**

a) In the event of a breakdown rendering the vehicle immobile, you must immediately telephone us in order that we can instruct our nominated breakdown service to arrange for recovery to our own local Volkswagen-approved body shop.

b) If you arrange for the vehicle to be recovered to any other location, you will meet the cost of recovery to our own local Volkswagen-approved body shop.

## **Rights of The Parties**

### **16. Road & Weather Restrictions**

We reserve the right at our discretion to restrict hire in certain locations, at certain times or in certain circumstances due to adverse or unsafe road or weather conditions.

### **17. Substitution of Vehicle**

We reserve the right to substitute the vehicle booked with an alternative vehicle at our discretion and without consultation with you.

### **18. Ending the Hire Agreement**

a) We may end this agreement and take back the vehicle from you at any time, for any reason and without notice.

b) Such reasons may include, but are not limited to, the following:

- if any part of this agreement is found to have been breached by you
- if you are found to have misrepresented yourself or your circumstances in providing information to us relating to the hire, deliberately or in ignorance of the facts
- if the vehicle is discovered abandoned
- if the vehicle is not returned to us on the agreed date or we have reasonable cause to believe that it will not be returned on the agreed date
- if we consider that there is reasonable cause to believe that the vehicle is being used in an unsafe or dangerous manner

c) Should this agreement be ended prematurely in such a fashion and/or for such a reason, you will be entitled to no refund of any part of the hire charges or security deposit from us.

### **19. Title to The Vehicle**

a) You acknowledge that we continue to hold title to the vehicle and that you act as bailee only. You acknowledge that no part of this agreement provides you with a right of any kind to pledge our credit or cooperation about the vehicle, and you agree not to do so.

b) You will not offer or attempt to offer to sell, lend, hire or assign of any part of the vehicle and/or its accessories or this agreement to any party of any kind, or otherwise deal with the vehicle and/or its accessories in any way other than that allowed by this agreement.

## **20. Release & Indemnity**

a) Subject to our obligation to deliver the vehicle to you, you release us, our employees, servants and/or agents, from any liability to you (regardless of who is at fault) for any loss or damage incurred by you or a third party because of your use and/or possession of the vehicle, including but not limited to:

- any loss or damage caused by breakdown, mechanical defect, accident, or the vehicle being discovered unsuitable for your purposes.
- any loss or damage to any property left in or on the vehicle, in any service vehicle, or on any part of our premises, or recovered or handled by us.

b) Subject to any insurance arrangements agreed with us, you hereby agree to indemnify us and continue to indemnify us, our employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by you or by a third party because of your use and/or possession of the vehicle.

## **21. This Agreement**

a) Any alterations and/or amendments to this agreement must be made in writing and must be signed by the parties.

b) This agreement will in all instances be governed by English law, and this agreement, including the terms and conditions, constitutes the entire agreement between the parties. No additional oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement can supersede the terms of this agreement without the prior consent of the parties.

c) We reserve the right to add or amend any charges referred to in this agreement without prior notice to you.

## **22. Customer Parking**

a) Customer cars are parked at their own risk.