

Terms and Conditions of Booking and Rental Agreement Defender Campers

This agreement is made between Defender Campers and the person(s) signing the booking form / rental agreement.

Please ensure you read the following terms and conditions carefully prior to paying the deposit to Defender Campers. The contract for the hire of Defender Campers vehicles and equipment between 'you' and 'us' is dependent upon you agreeing and accepting these terms and conditions, the rental agreement and receipt of a booking confirmation. Upon signing the rental agreement and our receipt of the deposit you are entering into a contractual rental agreement with us. You acknowledge that the vehicle is owned by Defender Campers and any transfer or sub letting of the vehicle is prohibited. Vehicle use is strictly in accordance with the terms and conditions of the rental agreement.

Where terms are used within this agreement and other documents relating to the rental they shall have the following meanings (unless otherwise stated) :

'Authorised driver' - Any driver of the vehicle who has met relevant documentation checks and has been approved by Us and our insurer in writing before the start of the rental.

'The vehicle' - Refers to the vehicle (Land Rover Defender) that by signing the terms and conditions and rental agreement you have agreed to hire from us for the rental period, including all additional equipment that comes with the vehicle.

'You' and/or 'Hirer' - The person(s) signing this agreement.

'We, us and our' - Defender Campers

'Rental Agreement'- The agreement you are required to have read, understood and signed in order to hire a vehicle from us.

'Rental Period' - The rental period commences and concludes on the dates / times shown in the booking confirmation in agreement with Us.

'Terms and Conditions'- Refers to this document and any document referred to within this agreement, including insurance documents, identity check documents and rental agreement.

'Security Deposit' - The monies payable by you to us prior to rental agreement commencing.

'Booking Deposit' - Monies paid by you to us at the time of booking, a non-refundable sum of 30% of the hire charge.

'Hire charge' - The cost for the hire of a vehicle and all included equipment within the agreed rental period.



'Excess mileage charge' - Charges payable by you to us for excess miles above the agreed daily limit set by us.

'Sealed Road' - A road sealed with a hard material such as tar, bitumen or concrete.

'Insurance Excess' - Monies payable by you to us in the event an insurance claim is lodged for any damage caused i.e to the vehicle, property or personal during your rental period.

1) Booking process

- a) Please contact us directly via email or phone, complete an online enquiry form or book through our website.
- b) Once we have received your booking request we will contact you to inform you if your request has been successful subject to vehicle availability. In order to confirm your booking we need to receive your completed signed terms and conditions agreement and a non-refundable deposit of 30% of the total hire charge (payable by debit /credit card). Once the signed agreement and deposit is received terms and conditions shall take effect.
- c) A booking confirmation will be emailed to you from us and will secure your vehicle rental for the rental agreement period stated. Please check all details on the booking confirmation carefully and inform us immediately of any discrepancies.
- **d)** The balance of the hire charge is due 28 days (4 weeks) prior to the start of the rental agreement. Rental agreements due to start within 28 days at the time of booking will be subject to payment in FULL at the time of booking. Payments must be made via debit/credit card through our website.

2) Rental period

- a) The hire charge is calculated on a nightly basis, pick up time is at 15:00 and drop off time is at 11:00. Pick ups / returns outside of these times are only authorised by written agreement with Defender Campers or subject to additional fees.
- b) The vehicle must be collected and returned at the address stated on the confirmation unless pre arranged with Defender Campers. Should the vehicle not be returned to the agreed address you will be subject to a charge of £2 per mile collection plus fees as per late returns policy. This will be deducted from your deposit.
- c) The hire charge is inclusive of the vehicle, comprehensive motor insurance, breakdown assistance and a mileage allowance of 100 miles per day. Extra mileage above this will be charged at 40 pence per mile.
- **d)** The balance of the hire charge is due no less than 28 days prior to the start of the rental period and must be paid via debit /credit card of the named driver.



a) Defender Campers has fully comprehensive vehicle insurance which is valid for all authorised drivers providing the insurance criteria is met. Your rental includes 1 authorised driver. Additional drivers may be added for the rental period for a surcharge of £5 per day. By signing this agreement you are confirming that each authorised driver meets the following requirements:

i) Is not less than 25 or more than 75 years old

ii) Holds a full valid UK or EU licence for a minimum of 2 years. EU licence holders must inform Defender Campers as this requires additional checks with the insurance company. Failure to inform us you hold an EU drivers licence no less than 7 days prior to pick up may result in cancellation of your booking by us and you will be liable for the full cost of the rental period as per the cancellation policy.

iii) Are legally permitted to drive and have not been advised on medical grounds not to drive.

iv) Has not had their licence suspended for any period within the last three years.

v) Has not been involved in more than one fault incident within the last three years.

vi) Has no more than two convictions with a maximum of 3 points per conviction.

vii) Has not obtained a BA,DD or UT conviction

b) Each authorised driver will be required to obtain a DVLA licence check code which must be provided to us no less than 7 days prior to commencement of rental period so that we can view your driving record and confirm any points, penalties and convictions. Codes may be obtained from https://www.gov.uk/view-driving-licence.

c) Each authorised driver will be required to supply documentation for identity checks no less than 7 days prior to rental agreement commencing. Each authorised driver will need to provide a copy of their photo card drivers' license and passport (EU drivers only) and two forms of proof of address. Acceptable proof of address must be in the form of a utility bill (primary proof) and 1 of either bank/credit card statement, mortgage statement or mobile phone bill (Secondary proof) and all names and addresses MUST match drivers licence and be dated within the last 90 days.

d) Failure to provide any required documentation will result in the rental being cancelled by us and you will be liable for the full cost of the rental hire period as per cancellation policy.

e) Defender Campers does not authorise any of their vehicles to 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.

e) Only authorised drivers who have satisfied identity checks and have read, signed and agreed to these terms and conditions are authorised to drive the vehicle. Any unauthorised driver of the vehicle will be doing so uninsured which is a criminal offence and may be reported by us.

4) Vehicle Collection

a) Collection time is 15:00 on the day rental agreement commences unless otherwise agreed by us.

b) Please allow approx 45 mins in your travel plans on collection for a pre rental inspection and vehicle orientation session with a Defender Campers representative. This will familiarise you with the vehicle and equipment you are hiring including awnings, vehicle safety/security and the inventory.

c) Defender Campers and any associated Businesses accept no responsibility or liability for your vehicle whilst parked during your rental period. You leave your car at your own risk and should have your own Insurance for your vehicle.

5) Vehicle Return / Late Returns

a) The vehicle must be returned at the date, time and location stated in the booking confirmation. If you are unable to return the vehicle at the agreed time you must inform us as soon as you are aware of this, as insurance is compromised outside of rental hire agreements. Please allow for any traffic delays and delays due to possible road closures / diversions.

b) Please allow approx 45 mins for your onward travel plans to complete the vehicle return with a Defender Campers representative.

c) Late pick ups or early drop offs will not be entitled to any refund for any portion of the rental period.

d) Late returns of over 1 hour will be subject to a late return fee of 250% pro rata unless agreed by prior arrangement with Defender Campers. If we have had no contact from you to inform us of a late return and you are over 1 hour late with no contact we reserve the right to inform the police and report the vehicle as stolen.

e) The vehicle must be returned with the tank filled to 'full' as per when you collect the vehicle. (for refuelling purposes, the closest petrol station is a Shell Garage located at A38 W Buckland Road, TA219AD). Where the vehicle is not returned 'Full', monies will be deducted from your security deposit to re-fuel the vehicle to full as per pre rental at a petrol station of our choice with an additional £10 admin fee.

f) The vehicle must be reasonably clean. Where it is deemed the vehicle and/or the



equipment requires specialist cleaning due to unsatisfactory checks on return, you will be liable for a £50.00 cleaning charge to return the vehicle/equipment to a satisfactory state.

g) All keys for the vehicle must be given hand to hand to a Defender Campers representative. If you lose the keys you will be charged for the cost of replacing the keys in their entirety, including the immobiliser and battery isolator keys. In the event that the immobiliser or ignition need replacement as a result of the loss of the key, you will be responsible for the full replacement costs.

h) You will be required to complete a post rental inspection with us, this includes a mileage check. Please note that some damage may not be apparent at the time of post inspection check due to mechanical damage or adverse weather conditions. If any damage is found post the check and deemed to be as a result of your rental we will inform you of this prior to the release of your deposit and subsequent charges will be deducted from your security deposit.

6) Cancellation Policy

- a) In the unfortunate event that you are unable to continue your booking and need to cancel your adventure and vehicle rental with us you must inform us in writing at the earliest opportunity. Cancellation will take effect from the time we receive it and the subsequent charges will apply:
 - i) Cancellations more than 60 days prior to the start of the rental period will be entitled to a full refund (minus non-refundable deposit).
 - ii) Cancellations between 29 and 59 days of the rental period will be entitled to a 50% refund (minus non-refundable deposit).
 - iii) Cancellations 28 days or less before the rental period you will not be entitled to any refund, even in the case of a late booking.
- b) Defender Campers are under no obligation to transfer your booking or refund you money other than as per the above cancellation policy. We are also not liable for any indirect losses associated with the cancellation such as but not limited to loss of travel enjoyment, subsequent reservations, camping fees etc or flights. It is therefore recommended that you take out separate travel insurance that is adequate for your needs that covers such eventualities.

7) Security Deposit

- a) 7 days prior to the date of pick up of the vehicle you will be required to provide Defender Campers with £1000 security deposit which will be returned to you upon a satisfactory post rental inspection.
- b) The security deposit is to be paid using a credit / debit card in the name of the hirer. If using a credit card it is a 'pre-authorised' transaction, no money will be taken from your account. Alternatively you can pay the deposit with a debit card where the money is removed from your account and we will endeavour to refund the deposit within 72hrs of return of the vehicle pending a satisfactory inspection of the vehicle on it's return. However due to bank handling times there may be a delay in the release of debit card



security deposits which is not within our control.

- c) Where the security deposit is insufficient to cover any costs/damage or losses you will be supplied with an invoice and details of additional charges and you understand that you are liable for such costs. Additional payments will need to be made by you to Defender Campers. Failure to do this could lead to legal action.
- d) By agreeing to Defender Campers Terms and Conditions at the time of booking you agree to pay any costs incurred as a result of damage / charges as outlined in the terms and conditions and you authorise us to deduct funds from your security deposit before the balance is returned to you.
- e) Excess mileage charges will be deducted from the security deposit.
- f) You are liable for any motor/legal fines (eg.parking tickets, speeding fines) which occur during your rental period. Where this occurs you authorise Defender Campers to supply your details to the relevant authorities and future communication / payments to them will be made within their terms and conditions. Where Defender Campers are required to communicate with any third parties in relation to charges within your rental period an administration fee of £35.00 is payable to Defender Campers.
- g) In the event of any damages, losses or breakages to the vehicle or equipment that are identified upon post rental check that are not covered by our insurance you agree that Defender Campers are authorised to deduct such costs incurred from the credit/debit card used for the security deposit.
- h) The security deposit will also cover insurance excess and/or any damage, losses, costs (negligent, wilful, accidental or otherwise) incurred that are not covered by Defender Campers insurance.
- i) Should it be identified that monies are owed to Defender Campers we reserve the right to retain the security deposit for a reasonable amount of time that it would take to resolve charges and/or obtain any necessary quotes. By signing this agreement you hereby authorise Defender Campers to retain the security deposit until such matters are resolved.
- j) Failure to be able to provide sufficient funds for the security deposit 7 days prior to rental may result in the cancellation of your booking by us and you will be subject to the cancellation policy.

8) Vehicle Usage and Driver Responsibilities

During the rental period you and any authorised named driver are responsible for the following:

- a) You must ensure you use the correct fuel in the vehicle.
- b) You must lock the vehicle at all points when not in use, never leave the keys in the ignition, or an unattended vehicle. You must always have the keys in your possession. Not having the keys in your possession invalidates the insurance and you will become fully liable for the cost of the vehicle.
- c) You must drive the vehicle in accordance with all traffic laws and regulations for the country in which you are driving.
- d) You must prevent the vehicle and all equipment (including all awnings and ancillary equipment) from being damaged.
- e) You must protect the vehicle and awnings from adverse weather. For example in high winds put the awnings away.



- f) The vehicle will be checked prior to departure but during the rental period you are responsible for maintaining tyre pressures and fluid levels.
- g) You must drive with due care and attention being aware of the additional height and width compared with standard vehicles. Additional roof racks, pop up roof, roof boxes, bumpers, tyres and other modifications significantly increase the height/width and length of our vehicles.
- You are responsible for any damage caused to the vehicle and subsequent additional charges incurred due to hitting any low level objects such as but not limited to car park barriers, low level bridges or low branches etc.
- You must not drive the vehicle 'off road' on unsealed/unclassified roads or on 'green lanes'. You are only permitted to drive the vehicle on roads that are legally classified as roads. You understand that any damage or loss is not covered by our insurance if not driving on a legal highway and therefore you are liable for all costs should this occur.
- j) You must not carry more passengers than the seat belt capacity of the vehicle.
- k) You are legally responsible for obtaining and using age/weight appropriate child / baby seats and ensuring they are fitted securely. Defender Campers accepts no liability for child seat security.
- You must not drive the vehicle overloaded which exceeds maximum vehicle and goods combined weight of 3500kg. Internal loads must be properly secured. Unsecure loads are at risk of and do move within the vehicle.
- m) You must not carry passengers for goods, rewards or driver training.
- n) You must not use the vehicle at any rally driving, off road or race days.
- o) You must not take the vehicle to festivals or organised events without prior permission from us.
- p) You must not submerge the vehicle in water, drive through flooded areas, come in contact with salt water or drive on beaches; you will be liable for any water damage caused in such instances.
- q) You must not drive the vehicle in restricted areas including but not limited to airport runways and airport service roads.
- r) You must not use the vehicle to tow or push anything or use any winch equipment that may be on the vehicle.
- s) You must not undertake any alterations or additions to the vehicle including paintwork.
- t) You must not drive the vehicle in any way that may cause damage to the engine or clutch. It is your responsibility to ensure you are confident with driving the vehicle before leaving our premises.
- u) The vehicle and it's equipment must be returned in the same condition as it left our premises based on a pre rental joint inspection by us and you.
- v) Use of the vehicle is entirely at your own risk and you must satisfy yourself that you are competent to use the vehicle and all the equipment provided.

9) Accidents, Collisions, Vehicle Damage and Theft

- a) You must first and foremost, where possible and safe to do so report ANY traffic incident involving the Defender Campers vehicle or theft to the police.
- b) Inform Defender Campers immediately after informing the police.
- c) Do not admit liability, release any party from liability, settle any claim or accept any disclaimer in the event of a road traffic collision. If possible and safe, take names and addresses of all those involved including witnesses, car registration numbers, and any details of the incident including time, place, what happened and damage to the vehicle. If you have a camera and only if it is safe to do so, take photos of the scene. Take



guidance from the emergency services with regards to moving the vehicle.

- d) If the vehicle is not drivable after an incident where you are at fault, or terms and conditions of rental have been breached, Defender Campers are under no obligation to supply an alternative vehicle or refund rental charges for the remainder of any rental period.
- e) Where an incident is due to 3rd party fault and our terms and conditions have not been breached we will endeavour to supply you with an alternative vehicle. If an alternative vehicle is not available we will refund your hire charge for any full days remaining where you do not have use of the vehicle.
- f) In the event of theft you must immediately notify the police and obtain a police report or log number. You must then inform us within 30 minutes of being aware the vehicle is stolen.
- g) You must return the keys to us, where keys cannot be provided or keys were left in the vehicle when unoccupied at the time of theft you are liable for the full cost of the vehicle, as insurance would be void.
- h) We accept no liability for the loss, damage or theft of any personal belongings left in the vehicle. Please ensure you have suitable insurance to cover such losses.
- i) We are not liable for any losses or fees for example campsites or booked activities incurred by you due to loss of the use of the vehicle.
- j) You agree to cooperate with us and our insurers in any investigation and / or subsequent legal proceedings that may arise.
- k) You accept that we are not liable for any compensation claims in respect of losses or other expenses as a result of an accident, incident, theft or fire during your rental period.

10) Insurance

- a) Our hire charge includes 'full comprehensive' Insurance for all authorised named drivers. A copy of the insurance details is supplied in the Defender Campers handbook.
- b) In the event that an insurance claim needs to be made you accept that you are liable for the cost of the insurance excess as specified by our insurers. You authorise us to deduct this money from your security deposit or where this is insufficient you agree to pay any outstanding charges to Defender Campers.
- c) In the event the windscreen is chipped / damaged you will be liable for the £100 excess that will be deducted from your security deposit.
- d) Your own personal property is not covered by our insurance
- e) We strongly advise you to take out individual insurance that covers aspects of your rental that our insurance does not cover. Please ensure you are satisfied with the Insurance provided for the vehicle.

11) Breakdown Cover

- a) Your vehicle rental includes breakdown and recovery. In the event of a breakdown / vehicle not starting, in the first instance please contact Defender Campers.
- b) You will be provided with contact details for our breakdown policy in the handbook in the vehicle.
- c) In the event that the vehicle cannot be repaired at the roadside you must inform us prior



to the vehicle being removed by the breakdown company. You are not authorised to release the vehicle to the Breakdown company without contacting us first and our permission to do so.

- d) In the event the vehicle cannot be repaired and it is proven you're not at fault and have complied with terms and conditions we will endeavour to provide you with a replacement vehicle, however this is not guaranteed and may not be an identical vehicle. Where vehicle replacement is not possible we will refund you the rental charge for any full day you do not have use of the vehicle. However we are not liable for any other fees or losses such as campsite fees or booked experiences incurred by you due to loss of use of the vehicle.
- e) If the vehicle cannot be repaired and you are deemed at fault or are in breach of the terms and conditions we are under no obligation to replace the vehicle or return any monies from the remainder of the booking. If an alternative vehicle is available for the remainder of your trip you may hire that vehicle and be subject to a new rental agreement.

12) Health and Safety

- a) You will be given a verbal handover of all the features of our vehicle on collection. Please ensure you are happy with all the information of the vehicle and how to operate all equipment. It is your responsibility to ensure you are happy with operating the vehicle and all its equipment.
- b) Please ensure the safety and well being of any children within your party. DO NOT allow them to climb on any external parts of the vehicle. Ensure children are fully supervised at all times. Children are the responsibility of you in agreement with our terms and conditions.
- c) We supply a first aid kit, fire blanket and extinguisher, please familiarise yourself with their location and how to use them.
- d) The nature of our vehicles and camping style require the hirer and any person within the booking group to have a level of fitness and agility to which they can access areas of the vehicle such as sleeping compartments.
- e) The vehicles have moving parts and rigid corners, some at head height. Whilst every effort is made to ensure hazards are reduced we accept no responsibility for injury caused through operating elements such as but not limited to the pop top roofs, accessing beds etc..
- f) Please remember to lower and secure the roof before driving away. Only raise the elevated roof when the vehicle is stationary, engine is off and the hand brake is on.
- g) Ensure the gas is turned off at the cylinder at all times when the gas is not being used. Please ensure all appliances are switched off before going to bed or before driving away.
- h) Please operate all appliances and facilities as per our handbook.
- i) The water in any storage tank of the vehicle is not drinking water.
- j) You are not permitted to have any naked flames in the vehicles, except the use of the built in gas stove. i.e no candles.

13) Termination of the booking / rental agreement

You acknowledge that we may terminate your booking and rental agreement with



immediate effect if you are found to be in breach of any of the terms and conditions, the vehicle appears to be abandoned, or you have obtained the vehicle through fraud or misrepresentation. In these circumstances we will repossess the vehicle and you will forfeit the hire charge and any deposits and will not be entitled to any refund.

14) Miscellaneous

Animals - Animals are only permitted with our explicit written permission and you must use appropriate and legal safety measures. You must protect the vehicle interior from damage or soiling. You understand that any damage caused to the interior of the vehicle or any equipment is not covered by the insurance and you will be liable for full cost of any repair/replacement.

Cooking - Only use the cooking equipment in the vehicles if you are competent and confident to do so. You **must not** use portable cooking equipment inside the vehicle, roof tent or enclosed awning / space.

If cooking undercover **you must** ensure that there is adequate ventilation, head height and distance to the vehicle and accessories.

You are alert to the risk of fire and must ensure you can access the fire blanket/extinguisher supplied with the vehicle. You are aware of the possible build up of carbon dioxide and at worst carbon monoxide when cooking and will undertake all measures to prevent such instances occurring.

Where a fridge is provided with a vehicle, if the fridge fails Defender Campers are not liable for the contents of the fridge.

Smoking - Smoking / vaping is not permitted in any of our vehicles, roof tents or awnings. You will be liable for any damage caused and cleaning required will be subject to an additional charge of upto £100 for professional cleaning, the cost of which will be deducted from your deposit.

Camping Fires - Fire pits are available from Defender Campers. Camping fires are only permitted in accordance with each campsite's terms and conditions. Please be aware that fires are not permitted when wild camping at places such as Dartmoor due to the risk of moorland fires spreading. Defender Campers accepts no liability for damage caused to grassland/property caused by your use of a firepit.

Ensure any campfire is sufficiently clear of any flammable materials and that water is available should you need to put the fire out. You are liable for any damage caused to the vehicle, awning or tents.

15) Our Responsibilities and Liability



- a) Our vehicles will be maintained to a legal standard and have a valid MOT and insurance.
- b) The vehicle and its equipment will be suitable for hire and in good working order at commencement of the rental period.
- c) We will inform you of any existing damage to the vehicle or items that are missing from the itinerary and these will be detailed in the rental agreement pick up document at commencement of rental.
- d) We shall not be held liable for any failure or delay in providing you with the vehicle if such failure arises as a result of any act or omission which is outside our reasonable control such as an act of God or those of third parties.
- e) In the event the vehicle you have agreed to hire is not available due to unforeseen circumstances we will endeavour to provide a replacement vehicle of similar representation. If an alternative is not available our liability is limited to refund monies paid by you to Defender Campers. We are not liable for indirect losses such as lost opportunity, bookings or campsite fees.
- f) We are only liable for loss or damage suffered by you or a member of your party to you or their property, where such loss or damage is due to our negligence.
- g) The vehicles hired are for private use only.

16) COVID -19 Policy

Government guidelines in relation to COVID-19 are under constant review with regular changes and updates. Therefore before travel you must ensure that you have read and understood the most current and relevant guidelines for your local area (home location) and any areas in which you are planning on traveling by accessing the relevant government website.

- a) If you or a member of your traveling party are unwell with symptoms or have tested positive for COVID -19 at commencement of your rental period or during your travel period you MUST contact us and follow government guidelines in place at that time.
- b) At present you cannot commence your vehicle rental with symptoms of COVID -19 unless you have a negative PCR test.
- c) Where you have to cancel a trip due to COVID-19 symptoms or a positive test you will be able to rebook your trip based upon available dates. We will require evidence of a positive swab result in order to rebook your trip.
- d) Defender Campers accepts no liability for costs or losses incurred due to cancellations such as campsites, activity days or loss of enjoyment for bookings cancelled as a result of COVID-19. We strongly suggest you take out your own insurance to cover such eventualities.
- e) All our vehicles and equipment are sanitised thoroughly in between each rental.
- f) Due to the current COVID -19 pandemic we request that you provide your own bedding.

17) 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.



When you book your vehicle rental with Defender Campers we collect personal information such as name, email address, home address, telephone numbers, credit/debit card numbers, security code and the cards expiry date. This allows us to confirm the booking and arrange insurance for you. We also require driver license information to undertake a licence check. By entering into this agreement you authorise us to process and store your personal information in connection with the rental agreement. We may use your data to analyse statistics, credit control or to protect our assets.

You agree that if you break the terms of this agreement we can pass you personal details to credit reference agencies, debt collectors, the police or any other relevant organisation. We may also give your information to the British Vehicle Rental and Leasing Association (BVRLA) which can share your personal information with its members for the purpose of risk assessment.

We give your personal data to our Insurance Company, we will not sell your personal data.

I/We understand and agree to the Terms and Conditions as outlined above and understand that our vehicle rental is governed by these.

<u>Renter</u>	
Signature:	 Date://
Name:	
Defender Campers	
Signature:	 Date://
Name:	

Updated November 2021