

## DINKY DUBS TERMS AND CONDITIONS

(This document forms the Rental Agreement once paired with a Booking Confirmation Email and reconfirmed, including any additional drivers, upon signature of the Pre-Hire Page)

### PREAMBLE

All Campers provided as part of this agreement will be of a consistent style, layout, and condition and as specified in the Booking Confirmation Email. All communication (including for the duration of the Rental Period) will be had between a DinkyDubs Ltd representative and the hirer. However, not all campers will be directly owned and maintained by DinkyDubs Ltd. For the avoidance of doubt, where the owner is not DinkyDubs Ltd, all provisions, entitlements, and liabilities as part of this agreement are novated to the Owner at the point where the balance of the Fees have been paid. In all circumstances, DinkyDubs Ltd will remain as the main point of contact for the hirer including for payments of Fees and management of the Damage Deposit.

### 1. DEFINITIONS

**1.1 Fees** means the fees payable by you to us and as set out on the Booking Confirmation Email plus any additional fees payable under this Rental Agreement as they apply from time to time.

**1.2 VAT** means Value Added Tax which is applicable to goods and services.

**1.3 Rental Agreement** means these terms and conditions, signed by you (electronically) as part of the online booking process, fully executed at the point of us sending the Booking Confirmation Email to you and additionally confirmed as part of the Pre-hire email requirements.

**1.4 Rental Period** means the period commencing on the date & time shown on the Booking Confirmation Email (unless otherwise changed in accordance with these terms and conditions, or by mutual consent) ending on the date & time that you return the Camper to us.

**1.5 Camper** means the Camper described in the Booking Confirmation Email (or any substitute Camper) and includes but is not limited to it's under body, parts, components, accessories and contents supplied by us (except where specifically excluded).

**1.6 We, our and us** means DinkyDubs Ltd.

**1.7 You, your and yourself** means the person(s) named in the Booking Confirmation Email as the Hirer and/or any Additional Drivers where applicable

**1.8 References** to pounds and £ are references to British currency in which fees are to be paid in.

**1.9 Booking Confirmation Email** means the email sent by us to you once you have booked online, paid at least 25% of the Fees and we have confirmed availability of the Camper.

**1.10 The Owner** is the Owner of the Camper as listed on the pre-hire email.

**1.11 Additional Drivers** are up to three named individuals who are given permission to drive the Camper for the Rental Period once they have submitted valid details described in the Pre-hire email and signed the Rental Agreement as an Additional Driver

**1.12 Pre-hire email** is an email and a web-based form provided by us (link sent by email) to you, 14 days prior to commencement of the Rental Period. This will include (but may not be limited to) the following requirements:

- A requirement to pay the balance of the Fees, no later than seven days prior to the commencement of the Rental Period.
- Confirmation of all driver details, including.
  - The DVLA check code
  - A copy of the drivers' licence for the hirer and any Additional Drivers
  - Two forms of proof of address for the hirer and any Additional Drivers (dated within three months of the Rental Period)
    - i. Council tax bill/statement
    - ii. TV/internet/landline telephone bill (Including Sky/Virgin/BT etc)
    - iii. Bank or Credit Statement
    - iv. Credit card bill
    - v. Mortgage statement
- A requirement to pay the damage deposit, no later than 24 hours prior to commencement of the Rental Period.
- Confirmation of the Owner

## **2. AGREEMENT**

2.1 We agree that you may hire the Camper subject to the terms of this Agreement.

2.2 You agree to comply with the terms of this Agreement and to pay the Fees to us.

2.3 This Agreement may only be amended in writing and its terms apply at all times during your control and use of the Camper as and from when you make the reservation. Any terms and conditions contained in any other document and all statements, terms and warranties (whether implied by statute or otherwise) not embodied in this Agreement are expressly excluded to the fullest extent permitted by law.

2.4 None of our employees, agents or contractors are authorised to vary or add to this Agreement, make any representations about the performance, specifications or fitness for purpose of our goods other than those specified in our authorised written material. You agree that all such unauthorised warranties and representations are expressly excluded.

2.5 You agree that this agreement will be novated from DinkyDubs Ltd to the Owner upon payment of the balance of the Fees.

2.6 We agree that there will be no mileage cap associated with the Rental Period, except where clause 5(o) applies.

### **3. DRIVER AND DRIVERS LICENCE REQUIREMENTS**

You agree and acknowledge that:

- (a) only you will drive the Camper;
- (b) you have not been convicted of, or have charges pending, for an offence relating to driving a vehicle under the influence of alcohol or drugs; or with a blood alcohol level over any legal limit, in respect of which the term of the penalty has not been fully served or served at all;
- (c) you are 23 years of age or over, are 75 years of age or under, and hold a valid full motor vehicle driver's licence (provisional licence holders are not acceptable); and
- (d) you have not been refused or had any motor vehicle insurance cancelled for any reason within the three years prior to the Rental Period;
- (e) you have held a full and valid UK or EU drivers licence for two years or more
- (f) you have an accident free record if aged 23 or 24.
- (g) you have not had your licence suspended for any period within the last three years.
- (h) you have not been involved in more than one fault incident within the last three years.
- (i) you have no more than two convictions with a maximum of 3 points per conviction.
- (j) you have not obtained a BA,DD or UT conviction.

### **4. WHERE YOU CANNOT DRIVE THE CAMPER**

4.1 You must only use the Camper on sealed roads (camping/festival fields are accepted)

4.2 You must not, unless authorised in writing by us, drive or take the Camper:

- (a) On any road which is closed or restricted or on beaches or through streams, fords, dams, rivers or floodwaters;
- (b) or to any other area which we have, in our discretion, advised you not to enter

### **5. USE OF THE CAMPER**

You must not:

- (a) allow the Camper to be used for any illegal or dangerous purpose, race, and contest or performance test of any kind;
- (b) allow the Camper to be used to tow or push anything, unless authorised in writing by us and

unless correctly secured;

(c) carry more passengers than may be properly accommodated by the seat-belt restraints provided in the Camper, or carry a greater load than that for which the Camper was built;

(d) permit passengers to travel in the Camper unless they are seated in forward facing seats and are properly restrained with the seat belts provided in the Camper;

(e) be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the country in which the Camper is driven;

(f) Allow the Camper to be used to carry passengers for payment of any kind or sublet or hire the Camper to any other person;

(g) use the built-in gas cooker in a dangerous way;

(h) use the Camper when it is damaged or unsafe;

(i) use the Camper to transport goods other than those which would be reasonably contemplated in connection with the permitted purpose of the Camper;

(j) without our prior written consent, use the Camper to carry any inflammable, explosive or corrosive substance other than that which has been provided by us;

(k) use the Camper in contravention of any law;

(l) use the Camper to carry a child without the use of an approved child restraint (as defined in the UK and European laws) and;

(m) take the Camper to countries outside of the European Union unless prior agreement is made, in writing, and that you as the customer has, and can prove that there is sufficient insurance cover for those countries

(n) exceed the speed limit, and/or exceed 65mph where a roof tent is fitted to the Camper

(o) hire the Camper for the sole purpose of making use of the unlimited mileage. This includes but is not limited to collecting and delivering someone or something over a significant distance other than driving between overnight accommodations.

(p) allow any animals to stay, or be carried in the Camper

## **6. MAINTENANCE, SECURITY AND SAFETY**

6.1 you must:

(a) Maintain engine and brake fluids and coolant levels , especially if the Camper's warning lights indicate that this is required;

- (b) ensure that the tyres are maintained at the manufacturer's recommended pressure;
- (c) keep the Camper locked and the keys under your personal control at all times and produce such keys if the Camper has been stolen;
- (d) return the Camper to us free of all rubbish and stains or pay us a soiling fee (a minimum of £50) if, in our opinion, you have failed to comply with this requirement;
- (e) immediately report to us any damage to the Camper or damage to any property caused by the Camper. If you do not, you acknowledge that your failure to do so may compromise your rights under this Agreement;
- (f) generally do all things necessary to keep and maintain the Camper in its current state and condition (fair wear and tear excepted); and
- (g) not authorise or undertake any repairs to the Camper without our prior written authority except to the extent that the repairs are necessary to prevent further damage to the Camper or other property, in which case you must first attempt to contact us by phone or email to inform us of the steps you are intending to take and obtain our approval. We will only reimburse you for the cost of such authorised repairs if you keep and produce to us the original receipts for those repairs or salvage.
- (h) Immediately pay or reimburse us for:
  - a. any damage or loss to the Camper or to us which is not covered by insurance (such as roof tent or accessories);
  - b. glass, headlight or sunroof breakages;
  - c. £150 should the windscreen require replacement;
  - d. the cost of rectifying any tyre damage or punctures;
  - e. all tolls or fines which occur during your Rental Period;
  - f. the cost of repairing any damage caused accidentally, deliberately, carelessly or recklessly, by you or any other driver of the Camper; or any passenger carried during the Rental Period;
  - g. the cost of repairing any damage to the Camper or to third party property caused or contributed to by a breach of the Agreement;
  - h. a daily rate fee will apply to Campers under repair whilst off the road for damages when driver negligence is found to be the cause of damage;
  - i. the full cost of replacing or repairing all contents supplied by us (including but not limited to: the cooker, cutlery, tables, chairs, tents, roof racks, power cords, keys, and any other additional items hired from us) fair wear and tear excepted;

- j. any damage caused to the Camper through the use of tyre chains or any other accessory;
- k. filling the Camper with fuel if it is not returned with fuel at the same level that it was rented at (£20 plus the cost of fuel) if applicable;
- l. at all times follow the safety and operating instructions given by us – whether written or verbal. Failure to do so may invalidate your insurance and/or result in additional charges;

## 6.2 Oil and water levels

The hirer/driver is responsible to check and maintain all fluid levels and must immediately rectify and report to us any defect of which you become aware however slight. Rectification means a fit and proper diagnosis and repair. Continued operation of the Camper after a defect has occurred may lead to serious consequential damage to the engine for which you the renter will be held responsible and liable for full repair costs.

The risks of continued driving if your car begins to overheat, or if it has a known cooling system problem of any kind can be severe. If your temperature gauge moves in a direction that is a departure from normal, stop immediately, investigate, and call us. Do not wait for it to cool and drive again as you may cause further damage to the engine, for which you will be held liable. Driving with an inoperative temperature gauge voids all insurance coverage and may result in the hirer being held liable if overheating occurs.

## 7. DAMAGE DEPOSIT

7.1 The damage deposit amounts are as follows:

23 and 24 year olds - £700  
25 to 75 year olds - £500

7.2 The damage deposit is an insurance requirement and under no circumstances can the Camper be released for hire without the damage deposit being paid. Details of how to do this will be sent on your Pre-Hire email.

You authorise us to use the deposit to cover insurance excess costs/repair costs (and any incidental costs) as a result of any damage caused during the Rental Period. For the avoidance of doubt, this is any damage caused by the main hirer, any Additional Drivers or any other person of thing for the duration of the Rental Period. The deposit amount will not be returned if you are involved in an accident whilst using the Camper. The deposit will be released when the Camper is returned provided no damage has occurred. The excess is applicable regardless of who is at fault and must be paid at the time the accident, not at the completion of the claim. The excess will be refunded to you if we are successful in recovering the costs of the damages from the third party. You acknowledge and agree by signing the agreement that you must pay for anything not covered by insurance or not wholly covered by the deposit.

7.3 You acknowledge that part, or all of your deposit may not be refunded if:

- (a) there is any water related damage such as Camper submersion, creek or river crossing, beach

driving or driving through low plain flooded areas;

(b) you breach the terms of this Agreement;

(c) you drive under the influence of alcohol or drugs;

(d) damage is caused by careless or wilful conduct;

(e) you drive on restricted, closed, dirt or unsealed roads;

(f) the articles damaged are appliances or fixtures inside the Camper unless in the case of a non-fault motor accident

## **8. INDEMNITY AND RELEASE**

8.1 Except to the extent we or others are liable at law, you agree that you are liable and must indemnify us immediately for:

(a) the loss of, and all damage to, the Camper;

(b) the cost of towing, recovering and storing the Camper;

(c) for all damage to the property of any person which is caused or contributed by you or which arises from the use of the Camper by you;

(d) appraisal or assessment fees;

(e) reasonable administrative fees and legal costs as a result of your breach of this Agreement or in respect of recovering costs payable by you (on a solicitor client basis).

8.2 You agree to use, operate and possess the Camper at your risk and you agree that we will have no responsibility or liability for any loss or damage or death except as required by law. To the full extent permitted by law you agree that you release and discharge us and our agents and employees from:

(a) all claims and demands on us; and

(b) any loss or damage whatsoever and whenever caused to you whether by way of death of, or injury to, any person of any nature or kind, accident or damage or loss of property, delay, financial loss (including accommodation or meal costs) or otherwise, arising directly or indirectly from or incidental to your use of the Camper or any accident to or involving the Camper or its use, operation, repair, maintenance or storage or which may otherwise be suffered or sustained in, upon or near the Camper provided that this release shall not extend to any claims arising from a negligent act or omission by us; and

(c) any loss or damage as a result of items being left in the Camper after its return to us or stolen from the Camper.

8.3 You acknowledge that you will not be refunded for hire fees in the event that non-mechanical malfunctions occur such as to, but not limited to the media player, fridge, water pump or cookers amongst other things;

8.4 Any person claiming the return of personal property left in the Camper is required to provide us with satisfactory proof of ownership, and within 28days of return

8.5 You have rights conferred under consumer legislation and no provision in this Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights which you may have under UK Law.

## **9. RETURN OF THE CAMPER**

9.1 You must return the Camper to us:

(a) At 11:00 am, on the last date of the Rental Period and at the place in which it was collected, unless otherwise agreed in writing.

(b) with a full tank of fuel;

(c) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.

9.2 Change of return location (where applicable) is subject to availability and must be authorised by us with suitable notice. An additional charge of a minimum £99 applies to any authorised change of return location.

9.3 If you return the Camper to a location other than the place in which it was collected (or otherwise amended in writing), a fee of a minimum of £99 AND £2 per mile may apply in our discretion for the unauthorised return.

9.4 We do not offer refunds for early returns. We strongly recommend customers invest in travel insurance in case of curtailment

9.5 If you return the Camper later than one hour past your agreed time, you will be charged a minimum of an additional day's hire, plus a fine of £99. Early returns do not entitle you to a refund.

9.6 If you do not return the Camper by the end of the last date of your Rental Period, you must pay a minimum of the additional day's hire plus a penalty of £99 for each day the Camper is overdue.

9.7 We may request the immediate return of the Camper, or we may re-take possession of the Camper without notice, if we reasonably suspect that:

(a) you have breached a term or condition of this Agreement or;

(b) damage to the Camper, or injury/harm to persons or property has, or is likely to occur or the Camper may be, or has been used for an unlawful purpose.



9.8 Rental extensions are possible subject to availability. Suitable notice must be given to us for any authorisation to any rental. There is no guarantee of any extension regardless of notice provided.

## **10. ACKNOWLEDGEMENT AND WARRANTIES**

10.1 By booking or hiring a Camper from us you are deemed to have accepted this Agreement. You are agreeing that you have read, or had a chance to read these terms & the agreement is deemed to have been entered into when you request a reservation. You warrant that the information contained in the Rental Agreement is true and correct and that the credit card details provided (if any) are those of the Hirer named on the Rental Agreement (not the Additional Drivers).

10.2 You acknowledge that we give no express warranty in relation to the motor Camper other than those conditions and warranties implied by statute, which cannot be excluded, restricted or modified, such as those under VOSA. Where we are permitted to limit liability under those statutes for breach of an implied condition or warranty you agree that our liability is limited to replacement, repair or re-supply of the Camper. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety. The Company is not liable to you for any indirect, special, incidental or consequential damages relating to this Agreement.

## **11. INFRINGEMENT NOTICES**

11.1 We reserve the right to charge you for any infringement notices incurred during your possession of the Camper and you agree that we may charge such amounts to your credit card. You also agree to pay administration costs of £25 per infringement notice.

## **12. CANCELLATION AND RENTAL DEPOSIT**

12.1 You must pay us a minimum rental deposit of 25% of the Fees upon requesting a booking. Any balance of the Fees will be paid no later than seven days prior to commencement of the Rental Period.

12.2 Failure to collect a Camper on the confirmed booking date will result in the loss of that hire day unless we have been advised 48 hours prior of the change in booking dates subject to availability.

12.3 If you have commenced your travel and decide that you want to extend the hire period then you must first contact us for approval (at our discretion). On receipt of our approval you must pay in advance for the additional days hire at the agreed rate.

12.4 At time of booking, you are confirming that you have the relevant insurance (ie. travel insurance) in place to reimburse you in any case of cancellation, curtailment, or failure of a third party - or that you agree that you will take out such cover immediately after booking to cover you in any event.

12.5 Our cancellation fees are as follows:

i. If cancelled more than 7 days prior to rental start date, then forfeit 25% of gross rental Fees (the whole of the non-refundable deposit)

ii. If cancelled seven or less days before hire – forfeit 100% of the gross rental Fees

iii. Notwithstanding the above, If the government enforce a lock-down whereby it is illegal to stay away from your home overnight, you can: Change your hire date, take a credit note for your deposit to spend by the end of December 2021 or have a full refund.

12.7 Amendments to your booking may be possible, subject to availability and other restrictions. Our fee for these changes will be £20.

### **13. OUR OBLIGATIONS**

13.1 We will use our reasonable endeavours to replace the Camper in the event of breakdown or accident (caused by a third party only) subject to availability and location.

13.2 Subject to terms and conditions not being breached by the renter If we cannot supply a replacement Camper under clause 13.1, then we will refund your hire fees for any whole days for which you lose total use of the Camper. If breach of terms and conditions have occurred then we reserve the right to not refund any monies whatsoever.

### **14. VAT**

If relevant, the Fees described in this Agreement are inclusive of VAT unless otherwise stated. You agree to pay VAT at the same time as you pay the Fees.

### **15. TERMINATION**

15.1 We may terminate this Agreement at any time if you breach this Agreement, or if any of the information contained in the Rental Agreement is found to be false.

15.2 If this Agreement is terminated for any reason other than a breach by us, you must immediately pay all rental fees and other charges for the Rental Period as set out in this Agreement

### **16. JURISDICTION**

This Agreement is governed by the laws in force in the United Kingdom.

### **17. WAIVER**

If we elect not to exercise any of our rights arising as a result of a breach of this Agreement you acknowledge that our election will not constitute a waiver of any rights relating to any subsequent or other breach.

### **18. DISPUTE RESOLUTION**

18.1 If you disagree with us or wish to file a complaint you agree to resolve your complaint or dispute with us by:

(a) immediately notifying any member of the Dinky Dubs team;

(b) provide in writing exact details of your complaint together with any relevant evidence.

18.2 We will use our reasonable endeavours to provide a response to you within 10 business days of receiving your complaint;

18.3 If, upon receiving our response, you are still dissatisfied and have further queries, you must notify us in writing within 5 business days of receiving our response and we will arrange a meeting between you and a Dinky Dubs employee in an attempt to resolve the dispute.