



TERMS AND CONDITIONS OF HIRE

The Buttercup Bus brand is operated by Vanilla Chinchilla Ltd. This forms the basis of an Agreement between the prospective hirer (you) and Vanilla Chinchilla Ltd (the Company) to rent a campervan, including all accessories, tools, tyres and equipment.

Definitions

- 'The Vehicle' = The VW Camper to be hired
- 'This Agreement' = Vanilla Chinchilla Ltd Terms and Conditions
- 'Booking Form' = Document listing terms of rental which hirer must adhere to
- 'The Hirer' = The person or persons authorised to drive the vehicle, and / or the person or persons paying for the hire of the vehicle and equipment if they are not authorised drivers.
- 'Security Deposit' = £500 which is equal to the insurance excess fee

1. Booking & Payment Details

- 1.1. Hirers must send a completed booking form, insurance forms and signed copy of these terms and conditions
- 1.2. Vanilla Chinchilla will provide an invoice with details of the £100 booking deposit, balance of the hire charge (due one month before the hire period) and security deposit (which must clear before the hire period commences). If the customer fails to pay the full cost of rental one month prior to hire then the booking will be cancelled (the initial booking deposit is non-refundable).
- 1.3. Any late bookings made less than one month before the hire period will be invoiced and must be paid in full by return.
- 1.4. Any necessary taxes are included within our charges
- 1.5. The charges as set out in the bill are not final. Should a written and/or a calculation error occur, The Hirer authorises Vanilla Chinchilla Ltd to amend the bill and charge for any shortage, or in case of overpayment, receive payment from Vanilla Chinchilla Ltd.
- 1.6. A reservation is only binding once the £100 booking deposit is confirmed by Vanilla Chinchilla Ltd by receipt.
- 1.7. Before customers can depart with the Vehicle on their day of hire, they must review and sign the Check Out sheet on arrival.

2. Age

- 2.1. All drivers must be aged between 25 and 70 unless otherwise agreed by Vanilla Chinchilla Ltd.

3. Fuel/Mileage Policy

- 3.1. All vehicles are supplied with a full tank of fuel at the start of the hire. Customers must return the vehicle full at the end of the rental. If you return the vehicle part full you will be charged for missing fuel at the end of the rental at the locally determined price along with a collection of fuel fee of £25.
- 3.2. Hirers are required to provide details of their travel destination on the booking form at the time of booking. Vanilla Chinchilla Ltd should be notified of any changes to the planned travel destination in advance of the hire period. There is no mileage limit, but travels plans should be made with consideration that the vehicle's top speed is 50 mph. Breaks must be taken after three hours of continuous driving.
- 3.3. The vehicle must remain in the UK at all times.

4. Payment

- 4.1. Payment is preferred by bank transfer. We will also accept cheques and PayPal. All rental charges are to be paid, and cleared at least one month prior to the first day of hire.
- 4.2. Cheques will not be acceptable for late bookings (less than 2 weeks prior to departure).

5. Security Deposit

- 5.1. Hirers must pay the £500 Security Deposit, and the funds must have cleared before the hire period commences. Payment is preferred by bank transfer. We will also accept PayPal
- 5.2. The customer must irrevocably authorise Vanilla Chinchilla Ltd to deduct from the Security Deposit any amounts due by the customer to Vanilla Chinchilla Ltd arising out of this Agreement.
- 5.3. The security deposit will be refunded within 7 working days of the vehicle being returned to the correct location, undamaged, with a clean interior and with a full fuel tank. We reserve the right to retain a £50.00 valeting fee if the vehicle is not returned with the interior in a clean condition. This includes all kitchenware, grill, carpets and upholstery.

6. Driving Licence & Identification Required

- 6.1. One month prior to vehicle rental we will require a copy of both parts of the Hirer's driving licence for insurance purposes.
- 6.2. On collection of the vehicle all Hirer's driving the vehicle must be present, and provide both parts of their valid UK Driving Licence in person and with additional proof of their current address. Documents accepted: utility bill (within last 3 months), bank statement (within last 3 months). No copies of licences will be accepted.
- 6.3. Drivers aged between 25 & 70 must have held a full driving licence for at least 2 years.
- 6.4. Licence endorsements up to 6 points are accepted at the discretion of Vanilla Chinchilla Ltd. Full details of all license endorsements must be given to Vanilla Chinchilla Ltd at the time of booking.
- 6.5. In addition to the above, the vehicle shall not be let out on hire to or be driven by: -



- 6.5.1. Persons who have any mental or physical defect or infirmity or suffers from fits, diabetes or any heart complaint.
- 6.5.2. Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any Motor Insurer.
- 6.5.3. Persons engaged wholly or partly in professional entertainment or professional sports persons.
- 6.5.4. Jockeys and persons connected with racing of any sort.
- 6.5.5. Undergraduates and/or students under 25 years of age.
- 6.5.6. Persons who, whilst driving, have been involved in more than one accident during the past 3 years.
- 6.5.7. Persons with a non-UK passport
- 6.5.8. Unless otherwise agreed with Vanilla Chinchilla Ltd.

7. Collection/Delivery & Return of the Vehicle

- 7.1. The Vehicle will be supplied in a clean condition and in sound working order in accordance with the Hire Checklist before they depart with the Vehicle. Customers must sign to acknowledge this. (The Hire Checklist will be produced for signature prior to departure).
- 7.2. Customers must comply with the collection and delivery times as set out in the Booking form. If the customer does not arrive to collect their reserved vehicle on the day and at the time it was reserved no refunds will be made.
- 7.3. There will be no refund for early termination of a rental. There is no refund available for the unused portion of the rental should the vehicle be returned earlier than contractually agreed on the rental agreement signed by the renter.
- 7.4. If a vehicle is left at any place other than the Vanilla Chinchilla Ltd premises, pick-up fees will be charged at either £50 per hour for the retrieval of the vehicle or the full cost to tow the vehicle back (at Vanilla Chinchilla's discretion) , unless arrangements were agreed in advance, at the point of hire.
- 7.5. Free car parking is offered at Vanilla Chinchilla's premises, at the owner's risk.
- 7.6. Transfers to and from Vanilla Chinchilla Ltd's trading address are not included in the rental price. It is the responsibility of the Hirer to arrange transport to and from Vanilla Chinchilla's premises.
- 7.7. Subject to availability, we are happy to collect you from the local train stations at no extra charge. (East Croydon, Purley and Waddon). This must be agreed in advance of the hire period

8. Terminating the Agreement

- 8.1. The customer acknowledges that Vanilla Chinchilla Ltd may terminate this Agreement and repossess the Vehicle at any time, without notification to the customer, and that the customer will pay the reasonable costs of repossessing the Vehicle, including towing charges if:
 - 8.1.1. They are in breach of any term of this Agreement.
 - 8.1.2. They have obtained the Vehicle through fraud or misrepresentation.
 - 8.1.3. The Vehicle appears to be abandoned.
 - 8.1.4. The Vehicle is not returned on the agreed return date or Vanilla Chinchilla Ltd reasonably believes that the Vehicle will not be returned on the agreed return date.
 - 8.1.5. Vanilla Chinchilla Ltd considers, on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered.
 - 8.1.6. The Hirer understands that in the event of such termination or repossession, they have no right to a refund of any part of the rental charges or the Security Deposit.

9. Cancellation Charges

- 9.1. We recommend that you take out holiday insurance at the onset of booking to cover against cancellation or curtailment.
- 9.2. The booking deposit of £100 is non-refundable. Where gift vouchers are used, these are non-refundable.
- 9.3. In the event of cancellation, booking deposits or gift vouchers are not transferable to alternative hire dates.
- 9.4. Late cancellation: The Hirer will be due the full hire fee and will not be entitled to a refund if they cancel within one month of the first day of hire.
- 9.5. A No Show is considered as a late cancellation.
- 9.6. If appropriate identification and/or the necessary payment/deposit are not produced at the time the Vehicle is to be collected or the Terms and Conditions are not adhered to in any way then the rental cannot proceed and the cancellation policy will be enforced.
- 9.7. Cancellations may only be made by contacting Vanilla Chinchilla Ltd by e-mail, phone and in writing.
- 9.8. In the event that your vehicle is unavailable, on collection, for reasons out of our control, such as the vehicle has been involved in an accident prior to your agreed collection time of the vehicle, then we will endeavour to have a replacement vehicle in place. If a replacement vehicle is unavailable then we will refund all monies including your initial booking fee of £100.
- 9.9. Adverse weather conditions (for example, deep snow) may lead to Vanilla Chinchilla Ltd cancelling the hire of the vehicle. The Hirer will be notified at the earliest possible time, and all booking and security deposits will be refunded.
- 9.10. In the event of cancellation of a booking by Vanilla Chinchilla Ltd, the company will not be held responsible for refunding customers pre-organised tours. We recommend that you take out the appropriate insurance to cover such an event. (eg travel or wedding insurance).

10. Rental Period

- 10.1. The customer will have the vehicle for the rental period shown in the Booking Form.
- 10.2. If the vehicle is not returned on time, or if the customer does not contact Vanilla Chinchilla Ltd requesting an extension of the rental then the conditions of this agreement have been broken



10.3. Vanilla Chinchilla Ltd will charge the customer for every day that the vehicle has not been returned. Until Vanilla Chinchilla Ltd receives the vehicle, the customer will be charged the daily rate of £99, plus Vanilla Chinchilla Ltd's loss of revenue from any subsequent bookings. (Please remember this may affect someone's holiday too.)

10.4. If the Vehicle is not returned at the Agreed End Time (without prior agreement to an extension of the Rental Period) we reserve the right to report to the police that it is in your possession without our consent

11. Breakdowns / Accidents / Incidents

11.1. Any problems associated with the vehicle, including equipment failure, must be reported to Vanilla Chinchilla Ltd immediately in order to give Vanilla Chinchilla Ltd the opportunity to rectify the problem during the rental period. Failure to do so within 12 hours of the issue will compromise any refunds.

11.2. In event of the vehicle breaking down and becoming un-driveable, you must contact Vanilla Chinchilla Ltd immediately.

11.3. In event of the vehicle breaking down and becoming un-driveable, you must contact the Breakdown recovery company (a fleet membership card is provided with the vehicle).

11.4. In the event of a breakdown, the Hirer must remain a safe distance from the vehicle until the breakdown recovery vehicle arrives. The Hirer must not abandon the vehicle at the roadside. Where the Hirer wishes to continue their journey with another form of transport, they must hand over the keys in person to the recovery vehicle driver.

11.5. Vanilla Chinchilla Ltd must authorise any relay of the vehicle to a local garage. Relay will depend on the nature of the breakdown fault. Where a relay to any location has been made without our authorisation, the Hirer will be responsible for all costs of delivering the campervan back to our local garage.

11.6. In the event of a breakdown, Vanilla Chinchilla Ltd will refund your pro-rata rental cost for the time the vehicle is unusable.

11.7. Overhead damage. If the roof of the vehicle is damaged due to the hirer driving into an area with insufficient clearance, the hirer is responsible for the full cost of the repair.

11.8. Where a campervan is fitted with a fridge, Vanilla Chinchilla Ltd is not responsible for replacing or compensating the hirer for spoiled food caused by a fridge malfunction.

11.9. Vanilla Chinchilla Ltd may offer a replacement vehicle, but this will be subject to availability. Vanilla Chinchilla Ltd cannot accept liability for any costs arising from accident, breakdown or any other cause eg replacement vehicle costs, travel or accommodation etc. Vanilla Chinchilla Ltd's liability only extends either to replacing your vehicle with a similar one, or refunding your hire charge for any days for which you lose total use of the vehicle.

11.10. Where returning to Vanilla Chinchilla Ltd's premises, you must make use of the AA Relay service with the original hired Vehicle, in order to collect a replacement if one is available.

12. Unauthorised and Prohibited Use

12.1. The following persons must not drive the Vehicle

12.1.1. Any person who is not identified on the Rental Agreement.

12.1.2. Any person whose blood alcohol concentration exceeds the lawful percentage.

12.1.3. Any person whose drivers licence has been cancelled or suspended.

12.1.4. Any person who is under the influence of legal or illicit drugs.

12.1.5. Any person who holds learners permit licence.

12.1.6. All insurance cover will be void if any of the above terms are breached.

13. Road traffic legislation and penalties

13.1. You acknowledge that until the Vehicle is returned to us you will be liable as keeper of the Vehicle for any offences, penalties or fines committed or sustained in respect of the Vehicle under any relevant road traffic legislation during the Rental Period.

13.2. In the event that Vanilla Chinchilla Ltd is charged with any penalty amounts in respect of offences committed whilst the Vehicle is on rent to you during the Rental Period, Vanilla Chinchilla Ltd reserves the right to supply your details to the relevant authorities.

14. Gas

14.1. A bottle of gas is provided with the hire fee. Use of any further bottles requires replacement by the Hirer.

14.2. The gas bottle is not to be used in conjunction with any appliances (eg Lamps, BBQs etc) not provided by Vanilla Chinchilla Ltd. The Hirer is responsible for any damage to Vanilla Chinchilla Ltd property caused by incorrect usage of the gas bottle and gas fittings.

15. Fuel

15.1. The fuel (Unleaded Petrol) tanks are to be refilled by the Hirer as and when required. Vanilla Chinchilla Ltd will not be held responsible for any representation as to fuel economy for individual vehicles. Fuel economy is dependent upon a number of varying factors, including how the vehicle is driven, weather conditions and the maintenance of correct tyre pressures. The fuel tank gauge will be recorded at the point of checking out and must be returned the same way. If you run out of fuel and request roadside assistance you will be liable for the call out fee plus the fuel you require.

16. Maximum Number of Passengers

16.1. The Hirer agrees that the vehicle rented may only be used to carry the maximum number of passengers as advertised on the website for the specific campervan being hired. Vanilla Chinchilla Ltd will not accept any liability if these Terms are breached.



17. Valuables

17.1. Vanilla Chinchilla Ltd assumes no liability for valuables left in or stolen from the vehicle. Please do not leave valuables in the vehicle because of possible theft. Please note: Insurance on personal property is The Hirers responsibility.

17.2. Hire of a Satellite Navigation device, supplied by Vanilla Chinchilla Ltd is not covered by the insurance provided with use of the vehicle. The Hirer will be responsible for the replacement of the Satellite Navigation device if lost / stolen / damaged.

18. Animals and Pets

18.1. Pets are welcome, providing details are provided by the hirer and agreed with prior written consent by Vanilla Chinchilla Ltd

18.2. There is an additional tariff to bring pets to cover associated cleaning costs.

18.3. Pets should not be left unattended in the vehicle at any time

19. Vehicle Substitutions

19.1. Vanilla Chinchilla Ltd reserves the right, at its discretion, to substitute a comparable or similar Vehicle.

20. Responsibility

20.1. The Hirer shall drive the vehicle in a careful and cautious manner, no faster than 50mph, and taking breaks when travelling for more than 3 hours continuously.

20.2. The Hirer shall not use the vehicle for anything other than its intended purpose, or allow use of the vehicle to carry passengers or goods for hire. The Hirer shall not allow the vehicle to be used to carry volatile liquids, corrosive or flammable materials or explosives.

20.3. The vehicle should not be submerged in water; come into contact with salt water; be used for any illegal purposes or be used for any race or rally

20.4 We will not be responsible if the camper van you have hired gets stuck on any unsuitable ground, e.g. fields, etc. it will be your responsibility to recover the vehicle to suitable ground at your expense. You will also be liable for any damage towing, to recover the camper van, please bear this in mind when entering a camp-site, festival etc.

20.5. The Hirer must notify the police as soon as they become aware of any property that is lost, stolen or maliciously damaged, and get a crime reference number.

20.6. The Hirer must take all reasonable steps to mitigate the loss or damage and recover any lost or stolen property and advise Vanilla Chinchilla without any unnecessary delay if such property is returned.

20.7. The Hirer must forward all correspondence, legal documents or any other document related to a claim to Vanilla Chinchilla Ltd unanswered.

20.8. The Hirer must not discuss liability with any third party without permission from Vanilla Chinchilla Ltd or their insurance supplier.

20.9. The Hirer must co-operate with Vanilla Chinchilla Ltd / the insurer in any investigation including the supply of supporting evidence

20.10. The Hirer must act at all times in good faith.

20.11. The Hirer must keep the vehicle and its keys safe at all times for a claim to be valid. The Hirer must always close the doors, windows and lock the vehicle, removing the keys. Failure to do so will invalidate the insurance.

20.12. The Hirer should not disconnect / turn off any security systems installed on the vehicles at any time.

20.13. Where the vehicle is left unoccupied, the Hirer will remove the CD player faceplate.

20.14. The Hirer may only drive on sealed / bitumen roads

20.15. The vehicle must not be taken to any drive through car wash. It must not be cleaned with a jet wash.

20.16. The Hirer acknowledges that Vanilla Chinchilla Ltd reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.

21. Keys

21.1. The Hirer will be responsible for the cost of replacing keys which are lost or broken, or for the retrieval of keys locked in a vehicle. Cost of a locksmith travelling to the vehicle will be at The Hirers expense.

22. Tyres

22.1. The hirer will be fully responsible for the replacement of tyres damaged during their hire period.

23. Smoking

23.1. Vanilla Chinchilla Ltd operates a strictly enforced NO SMOKING policy in all vehicles.

24. BuyAGift Vouchers Only

24.1. All BuyAGift voucher customers are restricted to 80 miles per day travel. Additional mileage will be charged at £1 per mile.

25. Title to Vehicle

25.1. The Hirer acknowledge that Vanilla Chinchilla Ltd retains title to the Vehicle and that the Hirer does not have any right to pledge Vanilla Chinchilla Ltd's credit in connection with the Vehicle and agree not to do so and shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

26. Release and Indemnity of Vanilla Chinchilla Ltd



Buttercup Bus VW Campers
www.buttercupbus.com
enquiries@buttercupbus.com
tel 0789 996 5903

26.1. Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, the customer must release Vanilla Chinchilla Ltd from any liability to the customer (regardless of who is at fault) for any loss or damage incurred by the customer by reason of this Agreement, including but not limited to:

26.1.1. Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for the customer's purpose

26.1.2. Any loss or damage to any property left in or on the Vehicle or in Vanilla Chinchilla Ltd trading premises or recovered or handled by Vanilla Chinchilla Ltd. Customers are advised to take out their travel / wedding insurance and personal effects insurance.

26.2. Subject to any insurance arrangements agreed with Vanilla Chinchilla Ltd, The Hirer hereby indemnifies and shall keep indemnified Vanilla Chinchilla Ltd, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the Hirer's use and/or possession of the Vehicle.

27. Privacy Policy

27.1. Please see our separate privacy policy, available on our website.

28. Please note

28.1. Any changes to this agreement must be in writing and must be signed on behalf of Vanilla Chinchilla Ltd and by the Hirer. This agreement shall be governed by English Law This Agreement, constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement.

28.2. These terms and conditions were last updated on 27/08/15