



# Bvan by B-Action srl

## TERMS AND CONDITIONS

Bvan Terms and Conditions for Vehicle Hire

### Definitions

'The Vehicle' = The Camper Van

'This Agreement' = Bvan Terms and Conditions

'Rental Agreement' = Document listing terms of rental which hirer must adhere to

'The Customer/Hirer' = The person or persons signing this agreement

'Security Deposit' = 500,00€ which is equal to the insurance excess fee

### 1) Booking and Payment Details

Customers must send a completed booking form to Bvan with a booking deposit of 30% of a total amount, payable by wire transfer or credit/debit card.

The balance of the hire charge is due on a day of hire.

Before customers can depart with the Vehicle on their day of hire, they must review and sign the Rental Agreement on arrival.

By signing the Rental Agreement customers accept the conditions set out in the document which include, but are not limited to, conditions with regards to 'Your Responsibilities', 'Conditions for Using the Vehicle', 'Charges', 'Insurance and Collision Damage Waiver Fee', 'Maintenance' and 'Collection and Delivery of the Vehicle'.

### 2) Driver Age

All drivers must be aged between 23 and 70.

### 3) Collision Damage Waiver Fee

A collision damage waiver fee (CDW) is optional and available for all vehicles at an extra daily cost of 15,00€ per day. For short breaks there is a minimum payment of 50,00€ required. This extra fee will eliminate the full 500,00€ excess fee to be paid by you in the event of a collision.

There is also an option to pay 7,50€ per day or 25,00€ for short breaks, which would reduce the excess fee to be paid by you in the event of a collision to 250,00€.

Neither the CDW or insurance applies to wheels, tyres, the underside of the vehicle, the roof or the interior of the van, where the van is driven off road or on unpaved roads or without due care and attention, negligently, recklessly or where the driver is under the influence of alcohol or other drugs. Your liability to pay the cost of the damage will therefore not be waived in these cases and you may be liable for the full cost.

### 4) Fuel Policy

All vehicles are supplied with a full tank of fuel at the start of the hire. Customers must return the vehicle with a full tank of fuel. Customers that return the vehicle with the fuel tank either empty or part full will be charged for the missing fuel at the end of the rental at the locally determined price, along with a fuel collection fee of 20,00€. This can either be deducted from the Security Deposit or paid up-front.

### 5) Payment

Payment is preferred by cash, credit/debit card (Visa, Mastercard) or wire transfer. All rental charges are to be paid in full on a day of hire. Cheques are not accepted.

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## 6) Security Deposit

On taking delivery of the Vehicle, customers must pay the 500,00€ refundable Security Deposit. This deposit is taken as security to cover the possibility of damage, whether negligent, wilful, accidental or otherwise, loss to the van or the fixtures and fittings therein or the living equipment and windows, wheels, tyres etc included with the van.

The customer must irrevocably authorise Bvan to deduct from the Security Deposit any amounts due by the customer to Bvan arising out of this Agreement

The security deposit will be refunded within 15 working days of the vehicle being returned on time, to the correct location, undamaged, with a clean interior, a full fuel tank and with all equipment in place and intact.

We reserve the right to retain a 50,00€ valeting fee if the Campervan is not returned with the interior in a clean condition.

The remainder of this security deposit will be returned to the hirer once the damage/loss has been paid for.

## 7) Driving Licence and Identification Required

On collection of the vehicle customers driving the vehicle must present both parts of their valid EU Driving Licence in person and with proof of their current address. No copies of licences will be accepted.

Drivers aged between 23 and 70 must have held a full driving licence for at least 2 years.

Additional drivers must present a valid driving licence.

## 8) Collection/Delivery and Return of the Vehicle

The Vehicle will be supplied in a clean condition and in sound working order in accordance with the Departure Checklist and with 2 (two) full bottle of gas before they depart with the Vehicle. Customers must sign to acknowledge this. (The Rental Agreement will be produced for signature prior to departure).

Customers must comply with the collection and delivery times as set out in the Rental Agreement.

## 9) Rental Payment Terms

When paying by credit card customers must agree to the following:

Bvan is authorised to complete any documentation and to take any other action to recover from the customer's credit card issuer all amounts due by the customer in accordance with this Agreement, including but not limited to, any amounts due in respect of damage to the Vehicle or to property of a third party and all other additional charges as they are incurred (including all parking and traffic infringement penalties and associated administration costs).

Customers will not dispute their liability to Bvan for any amount due under this agreement and shall indemnify and keep indemnified Bvan against any loss incurred (including legal costs) by reason of notifying my credit card issuer of such dispute.

In the event that Bvan elects to accept payment of the Security Deposit by holding an open security payment which will be cancelled at the completion of the Rental Period, the customer must agree that Bvan is entitled to recover payment from their credit card in respect of any amounts due which were not known at the time of cancelling the open security payment

All transactions under this agreement are conducted in Euro.

## 10) Rental Payment Terms

When the customer books online they accept the conditions set out below:

The vehicle will be available on time and on the day it was requested

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.

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By booking online and accepting these Terms and Conditions you consent to Bvan applying charges to your credit or debit card account. You will not be required to make the excess deposit payment or pay for any possible additional rental costs until you collect your vehicle.

## 11) Terminating the Agreement

The customer acknowledges that Bvan 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:

They are in breach of any term of this Agreement.

They have obtained the Vehicle through fraud or misrepresentation.

The Vehicle appears to be abandoned.

The Vehicle is not returned on the agreed return date or Bvan reasonably believes that the Vehicle will not be returned on the agreed return date.

Bvan considers, on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered.

The customer 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.

## 12) Cancellation Charges

### COVID-19 UPDATE

If a customer is physically unable to travel and rent the campervan because of airport closures or because airline or land transport cancellations, or renters who tested positive or suspect to be infected by the coronavirus, no charges and penalty will be applied, in this case Bvan will refund the total of the payment made by the renter for the booking request.

### Other cancellation cases:

The booking deposit of 30% is non-refundable.

In the event of cancellation, booking deposits are not transferable to alternative hire dates.

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.

Cancellations may be only be made by contacting Bvan by phone or in writing.

In the event that your vehicle is unavailable 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 money including your initial booking fee of 30% of a total amount.

## 13) Rental Period

The customer will have the vehicle for the rental period shown in the Reservation Confirmation and on the final page of the Rental Agreement.

If the vehicle is not returned on time, or if the customer does not contact Bvan requesting an extension of the rental then the conditions of this agreement have been broken.

Bvan will charge the customer for every day or part-day that the vehicle has not been returned. Until Bvan receive the vehicle the customer will be charged the daily rate specified on the rental agreement.

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## 14) Release and Indemnity of Bvan

Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, the customer must release Bvan 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:

- Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for the customer's purpose.
- Any loss or damage to any property left in or on the Vehicle or in Bvan' premises or recovered or handled by Bvan.

Subject to any insurance arrangements agreed with Bvan, I hereby indemnify and shall keep indemnified Bvan, 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 my use and/or possession of the Vehicle.

## 15) Rental Agreement

The customer will be asked to sign a Rental Agreement upon collection of the vehicle and the terms of the Rental Agreement can be found in the box below. The Rental Agreement must be signed before a customer can depart so please review them prior to your departure.

## 16) Privacy Policy

During the enquiry and reservation process Bvan will collect personal information, including but limited to, your name, e-mail address, postal address and telephone number. This information is necessary for booking and for insurance purposes. We may use this information to notify you of any news you may be interested in regarding Bvan. None of your personal information will be passed on to any third party companies (other than the insurance company that Bvan uses). Payment details including credit and/or debit card numbers, card expiry date and security code will be processed through a secure system.

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## BVAN RENTAL AGREEMENT

### 1) Your Contract With Us

When you sign this Rental Agreement you accept the conditions set out here in (this document will be presented to you before your departure and must be signed before you depart).

Please read this agreement carefully. If there is anything you do not understand or do not agree with, please ask a member of Bvan.

### 2) Rental Period

You will have the vehicle for the rental period shown at the end of this agreement. The rental period will be shown with time and date of departure and time and date of return of the vehicle. If you do not bring the vehicle back on time you are breaking the conditions of this agreement. We reserve the right to charge you a late return fee if the vehicle is not returned by the time stated at the end of this agreement.

### 3) Hirer's Obligations

You are responsible for:

Driving the vehicle in a cautious, prudent and normal manner.

Any damage to the vehicle, any of its parts or any of the equipment provided with the van.

For any loss or damage to additional equipment hired at the time of rental, including but not limited to equipment hired at the time of rental.

Ensuring you always use the correct fuel.

The payment of reasonable costs if we have to pay extra costs to return the vehicle to its condition when the pre- rental inspection was carried out (for example, if extra valeting time or special material or equipment is needed to restore the vehicle to its pre- rental condition) or if the vehicle has been damaged internally or externally whilst in your care.

Ensuring you do not sell, rent or dispose of the vehicle.

Ensuring no one works on the vehicle without our permission.

Ensuring you contact us as soon as possible and within a maximum of 12hrs of having an accident and/or any fault with the vehicle.

For returning the vehicle to the place we agreed on your departure on time and on the date specified at the end of this agreement.

### You or any other driver named at the end of this document must not:

Allow the vehicle to be driven by anyone other than yourself or the named driver.

Use the vehicle for hire or reward.

Use the vehicle for any illegal purpose.

Use the vehicle in a manner, which could cause damage.

Use the vehicle to carry more persons than are permitted by any relevant authority or detailed in this agreement.

The payment of reasonable costs if we have to pay extra costs to return the vehicle to its condition when the pre- rental inspection was carried out (for example, if extra valeting time or special material or equipment is needed to restore the vehicle to its pre- rental condition) or if the vehicle has been damaged internally or externally whilst in your care.

Use the vehicle while under the influence of alcohol or drugs.

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Drive the vehicle outside Sardinia (Italy), unless we have given you written permission.  
Use the vehicle or allow it to be used off road or on roads unsuitable for the vehicle.

## 4) Our Obligations

We have maintained the vehicle to a high standard to ensure to the best of our ability that the vehicle is roadworthy and suitable for renting at the start of the rental period. We will show you how to use the vehicle, answer any questions you have before you depart and go through this Agreement with you before you are expected to sign it.

In the event that your vehicle is unavailable for reasons out of our control, such as the vehicle has been involved in an accident prior to your agreed Vehicle collection time, we will endeavour to provide a replacement vehicle. If a replacement vehicle is unavailable then we will refund the total of the payment made by the renter for the booking request.

## 5) Road Restrictions

All Vehicles may only be driven on sealed / bitumen roads.

I acknowledge that Bvan 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.

## 6) Insurance and Damage Protection

I fully understand that:

The Vehicle is insured for damage and the property of a third party; The excess may be reduced or removed, in most circumstances, by taking out a Collision Damage Waiver Fee (CDW).

A CDW fee is available for all vehicles at an extra daily cost of 15,00€. For short breaks there is a minimum payment of 50,00€. This extra fee will eliminate the 500,00€ excess fee due to be paid by you in the event of an accident. There is also an option to pay 7,50€ per day or 25,00€ for short breaks, which would reduce the excess fee to be paid by you in the event of a collision to 250,00€.

I will have to pay an excess of up to 500,00€ for any damage. The CDW will eliminate or half the 500,00€ excess fee to be paid by you in the event of a collision.

I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this agreement and/or the Terms and Conditions.

## 7) Charges

You are responsible for paying Bvan the following charges:

All rental and any other charges calculated in accordance with this agreement.

A late return fee of 25,00€ per hour if the vehicle is not returned on time (we expect the hirer to return the vehicle on time as vehicles will require maintenance and inventory checks and need to be cleaned before being rented out again that same day).

The nominated valeting fee of 50,00€ if the camper is not returned with the interior in a clean condition.

The nominated cancellation fee in the event of cancellation of this agreement prior to the hire, ( in case of Covid-19 causes please see our update)

The cost of any damage to the camper or the property of any third party, subject to the insurance or CDW cover. The Collision Damage Waiver fee, if applicable.

All fines, court costs and intended prosecutions for parking, traffic or other offences (including any costs which arise if the vehicle is clamped). You must pay the appropriate authority any fines and costs if and when the authority demands payment.

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A re-fuelling service charge of 20,00€ plus the fuel required to fill the tank if you have used, and not replaced, the quantity of fuel that we supplied at the start of the original rental.

The cost to recover a Vehicle, which has become bogged (this cost will vary depending on severity of the accident and the location of the vehicle).

All charges and expenses payable by me under this Agreement are due on demand by Bvan. If I do not pay all charges when due, I agree to pay a late charge of 1.5% per month on the outstanding balance and any collection costs incurred by Bvan, including reasonable legal fees. When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this Agreement.

## 8) Accidents

In the event of an accident and or loss or damage arising out of the use of the Vehicle you must:

Notify Bvan within 6hrs of the accident.

Obtain the names and addresses of third parties and any witnesses and report the event to the police.

Obtain the insurance details of third parties, third party vehicle registration and where possible take photos of the incident.

Make no admission of liability to other parties, settlement offer or other like offer.

Assist Bvan in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence if required.

Acknowledge that the excess or other amount due by me in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period.

## 9) Maintenance

I understand that I should take all reasonable steps to properly maintain the Vehicle, including oil checks, water and batteries.

I acknowledge that Bvan will reimburse me for expenditure up to 100,00€ reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle (not including the water system, refrigerator, heating, audio and DVD equipment) provided that I produce the relevant receipts, have received the prior consent of Bvan and the damage is not due to my fault or my breach of this Agreement.

Subject to the terms of this agreement, I will pay for the cost of repairing or replacing tyres damaged during the Rental Period provided that Bvan will reimburse me for expenditure reasonably incurred if I produce relevant receipts, the tyre is defective and is returned by me to Bvan for inspection and the manufacturer accepts liability under his warranty.

I will be liable for any costs associated with the incorrect use of fuel (fuel being diesel or petrol).

## 10) Collection/Delivery and Return of the Vehicle

I will acknowledge receipt of the Vehicle in a clean condition and in sound working order in accordance with the Departure Checklist and with a full fuel tank (the Rental Agreement will be produced for signature prior to departure).

I will adhere to the collection and/or delivery and return times shown as in the booking form.

I will return the vehicle in a clean condition with a full tank of fuel on the final day of hire.

I acknowledge that Bvan will not refund to me any money and are under no obligation to provide a replacement vehicle if the Vehicle is returned or I cease to have the use of the Vehicle prior to the return date for any reason including accident, weather and theft.

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## Travel Information: COVID-19 Update

### 11) Our Cancellation Policy:

IN RESPONSE TO CHANGING MARKETPLACE CONDITIONS, BVAN IS COMMITTED TO ENSURING OUR CUSTOMERS EXPERIENCE FLEXIBILITY DURING THESE CHALLENGING TIMES, ON A CASE BY CASE BASIS, YOUR REASON FOR CANCELLATION WILL BE ANALYZED, SUCH AS:

1. Renters who are not able to get to the destination of where the hire vehicle is, for medical or sanitary reasons, due to official transport restrictions, airline or land transport cancellations initiated by transport companies. (documents required)
2. Renters who tested positive or suspect to be infected by the coronavirus (medical supporting documents required).

Below our new policy:

- For renters making **new reservations** between June 30, 2020 and October 31, 2020, including bookings with pre-paid rates, we will allow the reservation to be changed or cancelled at no charge up to 72 hours before your scheduled arrival date. Please note that changes to the reservation will be subject to availability and any rate differences.
- All the pre-paid rates or any transaction related to the reservation, will fully refunded in case of reason cancellation as point 1) or 2)

Guests who booked via online travel agents or other third-party travel professionals are advised to contact their booking provider directly for further information.

### 12) Your Agreement

This section needs to be completed before the collection of the vehicle.

By signing this document I confirm that I have read and agree to all the Bvan Terms and Conditions (1 to 16).

Date (DD/MM/YY):.....

Full Name of Hirer (printed in caps):.....

Signature of Hirer:.....

Full Name of Additional Hirer (printed in caps):.....

Signature of Additional Hirer:.....

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