



# 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' = amount shown in the booking 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.

Purchase of the Full Insurance (CDW), cancels the right of recourse against the customer for damages exceeding deductibles. In any case, the amount of the deductible included in the contract is always due.

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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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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## 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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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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