

TERMS AND CONDITIONS OF BOOKING AND HIRE (“the Terms and Conditions”)

Dorset Dubbers Limited (“DD”) hires the Vehicle to the Hirer subject to the Agreement (for the avoidance of doubt, this includes the Terms and Conditions, the Campervan Hire Booking Form (the “**Booking Form**”) and the Insurance Booking Form (the “**Insurance Form**”). In hiring the Vehicle from DD the Hirer accepts the terms of the Agreement and confirms that he/she will strictly comply with the Agreement.

The rights and obligations contained in the Agreement govern the Hirer’s use of the Vehicle and are not transferable by the Hirer. The Hirer acknowledges that the Vehicle is owned by DD and that any attempted transfer, transfer, attempted sub rent or sub rent of the Vehicle by anyone other than DD is prohibited and a criminal offence. DD permit the Hirer to use the Vehicle subject to the Agreement only.

Except where otherwise stated the words used in the Agreement carry their usual meaning. In particular:

Vehicle	the VW campervan ((including any replacement/substitute vehicle) and the fixtures and fittings and any equipment therein)) hired to the Hirer by DD under the Agreement and as specified to the Hirer by DD.
Hirer	the person or persons signing the Agreement.
Agreement	the Terms and Conditions and any document expressly referred to by DD in this document, including the Booking Form and Insurance Form.
Security Deposit	the sum of £500 payable by credit/debit card or voucher by the Hirer to DD.
CDW	Collision Damage Waiver.
Hire Charge	the total sums due and payable by the Hirer to DD, to include the Booking Deposit and the balance of the Hire Charge, as specified on the Booking Form.
Hire Period	the duration of hire, as specified on the Booking Form.

Booking

The Booking Form must be completed and sent to DD with a non refundable booking deposit of £150 (payable by cheque, credit/debit card or PayPal) (the “**Booking Deposit**”).

On receipt of the completed Booking Form, the signed Terms and Conditions the completed Insurance Form and the Booking Deposit, the Agreement shall have effect.

The balance of the Hire Charge is due to be paid by the Hirer to DD 42 days (6 weeks) before the start of the Hire Period. The Security Deposit is payable on collection of the Vehicle.

Choice of Vehicle

Although DD wants the Hirer to have a van of your choice, DD must allow for unforeseen circumstances. DD reserve the right to provide the Hirer with a suitable alternative, without notice, upon collection. Should a replacement/substitute vehicle not be available upon collection, our liability is limited to a full refund of monies of the Hire Charge. . DD will not have any other liability to the Hirer. All rights are reserved to refuse any hire under any circumstance. No refunds are payable on accommodation, or the Vehicle not being available where the Hirer

changes, cancels or seeks to vary agreement after departure. DD takes no responsibility for any detention, delay, loss, damage or injury that the Hirer experiences no matter how it is caused or by whom.

Cancellation

In the event that the Hirer cancels a reservation more than 42 days before the start of the Hire Period, the Booking Deposit is forfeited by the Hirer. If the Hirer cancels a reservation less than 42 days but more than 7 clear days before the start of the Hire Period, then in addition to the Booking Deposit, the Hirer is also liable to pay DD a cancellation fee equivalent to 50% of the balance of the Hire Charge. If the Hirer cancels a reservation less than 7 clear days before the Hire Period commences, then the Hirer is liable to pay DD a sum equivalent to 100% of the Hire Charge.

Security Deposit

The Security Deposit is refundable to the Hirer upon safe return of the Vehicle to DD and subject to a satisfactory inspection of the Vehicle by DD (for the avoidance of doubt this means that the Vehicle must be returned to DD in the same condition in which it left the Workshop. The Security Deposit must be paid to DD to cover the possibility of negligent damage to the Vehicle. The Vehicle must be returned in good condition, with no damage to it, its contents or any third party property. The Vehicle must also be returned to DD on the last day of the Hire Period with a full tank of petrol or diesel.

In the event that the Vehicle is safely returned to DD and in a condition to the satisfaction of DD, then the Security Deposit will be refunded to the Hirer within 5 working days of the end of the Hire Period. Should however there be any damage, costs for any repair, replacement or special cleaning required of the Vehicle, these costs will be deducted from the Security Deposit before the balance is returned to the Hirer. However, in the event that costs need to be deducted from the Security Deposit, DD reserve the right to retain the Security Deposit for a period longer than 5 working days, as is necessary to quantify the costs incurred which are to be deducted from the Security Deposit. If DD return the Security Deposit to the Hirer prior to discovering negligent damage to the Vehicle or the Vehicle does not have a full tank of petrol/diesel, or other costs such as the Late Return Charge are incurred, your signature below gives us permission to deduct any costs from the Security Deposit.

Note: Where the hirer has opted for the CDW option, no excess (or the reduced excess) will be charged in the event of a collision, but the Hirer should be aware that the Security Deposit will be used towards funding any loss or damage whatsoever to equipment, fixtures and fittings or negligent damage to the Vehicle. Where no CDW has been taken, the Security Deposit will be used towards funding any loss or damage whatsoever to equipment, fixtures and fittings or negligent damage to the Vehicle. Where costs are incurred which result in retention (in part or in full) of the Hirer's Security Deposit, DD will provide the Hirer with an itemised invoice detailing the charges incurred.

Charges

The charges stated on the rental invoice reflect your use of the Vehicle during the Hire Period and include basic rental charges, insurance, charges for any optional or ancillary services chosen by the Hirer, and any applicable taxes at the prevailing rate. Additional charges may arise from the Hirer's use of the Vehicle during the Hire Period, and may include loss of or damage to the Vehicle and its contents, the insurance excess, refuelling service charge and fuel cost, late return charge, additional driver charge, extra cleaning charge and any road tolls or fines for charges arising from traffic or parking offences during the Hire Period. All charges are subject to final calculation by DD after the Hire Period.

Insurance

In some cases, DD will incur additional charges if the driver(s) to be insured have traffic convictions, or are using a foreign driver's licence or work in what DD's insurers consider to be a high risk occupation or is aged younger than

25 or older than 70. These charges will be passed on by DD to the Hirer. Failing to provide this information may invalidate the Hirer's insurance and render the Hirer liable for all losses howsoever sustained including claims by third parties.

The Vehicle has comprehensive insurance for the first and any other named drivers. DD's insurance will only cover DD's equipment that forms part of the Vehicle. **The Hirer is advised to take out his/her own personal effects and**

travel insurance. DD is not responsible for any damage in connection with any accident or breakdown, nor is DD responsible for any loss of the Hirer's personal effects from the Vehicle. DD's insurance policy protects DD and any authorised driver against legal claims from any other person or death or personal injury or damage to any other

person's property caused by use of the Vehicle on the road, on condition that you report all such incidents to DD during the Hire Period and the Hirer is using the Vehicle in accordance with the Agreement and the terms and conditions of DD's insurance company.

In the event that any third party suffers death, personal injury or damage to property caused by use of the Vehicle which involves a breach by the Hirer or any authorised driver of the Agreement and/or that of DD's insurance policy, and/or DD's Health and Safety Guidelines, the Hirer agree to reimburse DD if we are obliged to compensate (a) the insurers for any payment they make to a third party on the Hirer's behalf and/or (b) any third party.

Excess and Collision Damage Waiver

DD's insurers may increase the excess payable by the Hirer if you are under 25 or over 70, hold a foreign licence, have driving offences on your licence or have criminal convictions. DD will inform the Hirer before the Hire Period commences of any increases in the excess the insurance company intends to make.

If an insurance claim is made, the Hirer is responsible for a £500 excess which is due in each and every incident and includes loss or damage to equipment, fixtures and fittings or to third party property. The excess applies in respect of each claim, not rental.

CDW does not apply to windscreens, windows, wheels, tyres, the underside, the roof and the interior of the van, towing charges, or where the vehicle is driven off road or on unsurfaced roads or without due care and attention, negligently or where the driver is under the influence of alcohol or other drugs. The Hirer's liability to pay the cost of the damage will therefore not be waived in these cases and the Hirer may be liable for the full cost.

In respect of windscreen damage a policy excess charge of £500 will be levied. As an optional extra the Hirer can choose to reduce this excess of £500 to zero by paying an extra £11.50 per day of Hire Period. Should the Hirer wish to reduce the excess to £350, an extra £5.75 is payable per day of Hire Period. CDW does not cover replacement or repair of windscreen or tyre

damage.

Drivers' Licence

Drivers must be over 25 years of age and under 70, in good health and hold a full driving licence.

DD take "Good Health" to mean that drivers have no mental or physical disabilities which would interfere with your ability to drive, for example stroke/deafness/heart condition/diabetes/loss of limb/loss of sight in an eye/epilepsy/blackouts. In addition that drivers are not taking any drugs or medication likely to affect their driving/ability to drive.

Drivers will need to have held a UK driving licence for at least a year (two years if you are under 25) or a European Union Licence for at least 2 years. DD will require the driving licence numbers and other identification information for all those who intend to drive, when the Hirer makes the booking. DD will need to see the original driving licence(s) (both the photo ID card and paper licence) for all named drivers, plus another form of identification such as a recent utility bill (which is not more than 3 months old) (for each driver) on collection of the Vehicle. If any of the drivers hold a paper licence only, then in addition to the driving licence and utility bill, DD will also need to see the original passport. A maximum of 3 drivers per rental are allowed by DD's insurers. Drivers cannot drive away the Vehicle without DD first having sight of your original licences and ID documents. No exceptions can be made to this. If these documents are not produced and there is a delay in the Hire Period commencing whilst the documents are collated and produced to DD, no reduction will be made by DD to the Hire Charge.

The Vehicle must only be driven by the Hirer or any other person who has first been authorised by DD, for whom the Hirer has provided the insurance, driving licence and personal identification information. The Hirer agrees that he/she will not allow anyone to drive the Vehicle (including the Hirer) who does not fulfil DD's minimum requirements regarding age, health and possession of a valid driving licence or who is over-tired or under the

influence of alcohol, drugs, medication or any other legal or illegal substance impairing their consciousness or ability react/drive.

DD's Obligations

DD will supply the Vehicle to the Hirer in good overall and operating condition, complete with all necessary documents, parts and accessories. The Hirer agrees to return the Vehicle to DD in the same condition as it was rented to the Hirer, subject to fair wear and tear and with the same documents, parts and accessories, to the Workshop and on the date and time designated in the Agreement. Failure to do so may result in further charges

becoming due and payable by the Hirer to DD.

Condition

DD and the Hirer will check the condition of the Vehicle at the start of the Hire Period and on return of the Vehicle. The Hirer acknowledges receipt of the Vehicle in good, clean condition and sound working order once the Hirer departs in the Vehicle. The Hirer acknowledges that he/she will be responsible for any loss or damage to the Vehicle, its documents, parts or accessories arising during the Hire Period.

Collection and Return

When the Hirer arrives to collect the Vehicle, please allow at least an hour for DD to show you around the Vehicle and how to operate the cooker, sink, fridge, roof, camping gas, (grill and heater where available), water storage, etc. DD will also need to complete the paperwork in that time. The Hirer will also need time to load his/her luggage into the Vehicle.

Return

If you are the Vehicle for a week in the peak season the Vehicle is available from 2.30 pm on the Saturday of collection and must be returned by 10.00 am the following Saturday. For weekly hires commencing on a Friday collections are at 14.30 and returns must be by 10.00 am on the following Friday. Short break collection and return times are collection at 14.30 on the Friday and return by 10.00 am the following Monday. Midweek short breaks run from Monday, 14.30 until the following Friday, 10.00 am. Please return the Vehicle by the agreed time. Please allow sufficient time to return the Vehicle to the Workshop so that you do not push the Vehicle too hard trying to get back in a hurry.

If the Hirer returns the Vehicle outside normal business hours, the Hirer must comply with the out of hours return instructions, in which case the Hirer will remain fully responsible for the Vehicle until the Workshop re-opens for business. If the Hirer fails to comply with these instructions, the Hirer will remain responsible for the Vehicle until DD are able to access it.

If at any time DD have agreed that you may return the Vehicle to a place other than the Workshop, or if DD have agreed to collect it, the Hirer will remain fully responsible for the Vehicle until it is collected by DD.

The Hirer is responsible for any costs incurred in returning the Vehicle to our Workshop should the Hirer abandon the Vehicle.

DD will not refund the Hire Charge if the Vehicle is returned prior to the end of the Hire Period due to weather, personal circumstances or events outside of the control of DD.

Late Return

If the Vehicle is returned to the Workshop later than the agreed time, without DD's prior agreement, £50 per hour will be payable. The Hirer will also be affecting the holiday of the next person to hire the Vehicle. Should the late return of the Vehicle

make DD liable for extra costs, DD reserves the right to pass on these costs the Hirer. Charges and costs for late return will be deducted from the Hirer's Security Deposit. By signing the Agreement the Hirer agrees to DD making such deductions from the Security Deposit. Should the late return be due to an accident the Hirer will be liable for any revenue lost due to the Vehicle being unavailable for hire.

Outside the peak school holidays the Hirer may return the Vehicle at an agreed time, by negotiation. Should this return time be after midday the Hirer will be liable for a further day's insurance (£10). No refund is given for early return of the Vehicle.

Cleaning

The Hirer agrees that DD are entitled to charge the Hirer an additional cost, if the Vehicle requires more than DD's standard cleaning on its return, to restore it to its pre-rental condition, allowing for fair wear and tear.

Occupying the Vehicle

The Hirer must inform DD on the Booking Form of the names and ages of all the people who will occupy the Vehicle during the Hire Period. Failure to do so will be a breach of the Agreement and may invalidate insurance.

Good Driving

Keep the speed down – the Vehicle's top speed is 60 mph – the Vehicle was built in either the 1960s and 70s when vehicles were very different! The Hirer will find the gears and brakes very different to modern cars and it is therefore important to leave lots of space between the Vehicle and other vehicles and allow lots of time for braking and gear changing. Don't let the Vehicle struggle up hills –change down and keep the revs up.

Engine Care

If there is damage or breakdown caused by the Hirer's own actions, the Hirer will be liable for the cost of repair/replacement. This could be such things as (but not limited to) pushing the engine too hard, or putting diesel in a petrol engine or putting petrol in a diesel engine, or burning out the clutch. This list is not exhaustive. The Hirer must check the oil, water and other gauges beyond 500 km, refilling as necessary.

If the Hirer causes damage to the engine of the Vehicle through driving too fast (over 60 mph) over too long a period of time, and ignoring the warning lights, the Hirer will be liable for any repairs required or even the cost of a replacement engine for the Vehicle. DD asks that the Hirer allows plenty of time to return to the Vehicle to DD on the last morning of the Hire Period, to avoid overheating the engine.

Seat Belts, Booster and Baby Seats

The Hirer must carry only as many passengers as there are seat belts in the Vehicle. The Hirer is legally responsible for obtaining and using a child or baby seat. For each child under 135 cms (4'5" inches approx) or under 12 years of age the Hirer must use a booster seat. For further info visit www.thinkroadsafety.gov.uk/campaigns/childcarseats.

Dos and Don'ts

The Hirer agrees that he or she shall not: carry more passengers than the seat belt capacity of the Vehicle or allow the Vehicle to be overloaded, use the Vehicle to carry passengers or goods for hire or reward, tow or push any vehicle, trailer or other object, drive off road, on unsurfaced roads or on roads unsuitable for the Vehicle, drive when it is overloaded or when loads are not properly secured, carry any object or any substance which, because of its condition or smell may harm the Vehicle and/or delay DD's ability to rent the Vehicle again, damage the Vehicle by submersion in water or contact with salt water, take part in any race, rally, test or other contest, drive or park in contravention of any traffic or other regulations, use the Vehicle for any illegal purpose, use the Vehicle for sub renting, drive or be driven in restricted areas including, but not limited to, airport runways, airport service roads, and associated areas, undertake driving training activity.

The Hirer agrees he/she:

Will be responsible to DD for the cost of making good any damage caused to the Vehicle by improper use and any recovery or transport costs arising from improper use.

Understands that any damage to the interior of the Vehicle, living or cooking equipment will be charged to the Hirer in all cases.

Understands that DD is not liable to the Hirer or any authorised driver or passenger of the Vehicle for loss of or damage to property left in the Vehicle either during or after the Hire Period unless such loss or damage results from DD's negligence or breach of the Agreement. Such property is entirely at the Hirer's own risk.

Fuel

The fuel tank of the Vehicle will be full on collection and must be returned to DD full. An administration charge of £25, plus the cost of the missing fuel will be deducted from the Hirer's Security Deposit or card if the Vehicle is returned with missing fuel.

The Vehicle takes unleaded petrol.

Camping gas/batteries

Gas is provided for the cooker and fridge in the Vehicle. The light/torch battery is charged from the cigarette lighter in the van. We will meet the cost of one additional cylinder of gas on production of a valid vat receipt.

Smoking

It is illegal to smoke inside the Vehicle or in any awnings/tents. The Hirer will be liable for any damage caused to the Vehicle, the awning/tent or their contents through smoking.

Pets

DD welcomes pets. DD charges £20 per pet, per Hire Period. This is for additional cleaning. Pets must be disclosed to DD on the Booking Form and only pets that DD confirm are acceptable may be brought into the Vehicle. All damage, however caused by pets, will be charged to the Hirer and any costs associated with such damage shall be deducted from the Security Deposit.

Keys

In the event that keys to the Vehicle are lost or damaged the Hirer will be liable for the reasonable costs of obtaining replacement keys, any costs associated with providing the replacement keys to the Hirer if such a replacement is required by the Hirer during the Hire Period and further costs if directly related to the theft of the Vehicle.

Your Car

During the Hire Period DD will store the Hirer's vehicle. DD cannot accept responsibility for the loss of, or damage to the Hirer's vehicle or its contents however caused.

Prohibited use of the Vehicle

The Hirer and any authorised driver are authorised to drive the Vehicle on the conditions of the Agreement including, at all times, to use the Vehicle in a responsible manner. If the Hirer does not comply with these conditions, the Hirer will be liable to DD for any liability or loss incurred by DD or any damages or reasonable expenses that DD suffer or incur as a result of the Hirer's breach of the Agreement. The Hirer may additionally lose the benefit of any waivers or insurance that he/she has taken out. DD reserve the right to take back the Vehicle at any time, and at the Hirer's expense, if the Hirer is in breach of the Agreement. The Hirer must look after the Vehicle, make sure it is locked, secure and parked in a safe place at all times and when not in use. The Hirer must remove and keep in a safe place any removable radio and/or radio/cd face plate when the Vehicle is unoccupied. The Hirer must use seat belts, child seats and other child restraints as appropriate and required by law.

Loss or Damage

The Hirer will be liable to DD for all losses and costs incurred by DD in the event of loss, damage to or theft of the Vehicle, its parts or accessories, during the Hire Period if this damage, loss or theft involves deception of the Hirer or another party, or as a result of the keys remaining in the Vehicle whilst it is unoccupied, or was caused intentionally by the Hirer or the Hirer's party.

The Hirer's liability may include the cost of repairs, loss in value of the Vehicle, loss of rental income, towing and storage charges and an administration charge, which recovers DD's costs for handling any claim arising from damage caused to the Vehicle unless responsibility for the damage lies with DD or has been determined by a third party or their insurers to lie with the third party. The Hirer will not be liable to DD for any charge or excess if the loss or damage is directly due to DD's negligence or DD's breach of the Agreement.

The Hirer will be liable for the loss or damage to any in car entertainment equipment – cover for these items (i.e. the CD player) is not provided by our insurers.

Breakdown

If the Hirer has any difficulties, report these immediately to DD. In the event of breakdown, recovery or repair services will be provided. All of DD's vehicles have AA relay. If the Hirer incurs any minor repair bills DD will give the Hirer a refund of up to £50 on production of a valid vat receipt to DD at the end of the Hire Period. Repairs costing in excess of £50 must first be authorised by DD PRIOR to the work being undertaken. A replacement vehicle may be offered but this will be subject to availability. DD cannot accept liability for any costs arising from accident, breakdown or any other cause, e.g., replacement vehicle costs, travel, accommodation. DD's liability extends to either replacing the Vehicle with a similar one or refunding the Hire Charge for any days that the Hirer does not have total use of the Vehicle. The Hirer will need to return to the Workshop, at his/her own cost, but preferably with the AA Relay service returning the Vehicle, to collect a replacement vehicle, if one is available. If the Vehicle breaks down the Hirer and his/her party must remain at a safe distance from the Vehicle until the AA Recovery Vehicle arrives. The Hirer must not abandon the Vehicle if the Hirer wishes to continue his/her journey

with another form of transport. The Hirer must hand over the keys to the authorised AA Recovery Vehicle Driver. If the Hirer abandons the Vehicle, DD will deduct any transport and labour costs incurred in returning the Vehicle to our workshop from the

Security Deposit.

Accidents, theft and vandalism

The Hirer must report any traffic accident involving the Vehicle to the police (and DD) immediately and report loss, damage or theft involving the Vehicle to the police (and DD) within 48 hours of the incident or discovery of the incident. If the Vehicle is disabled through accident or damage, the Hirer will need to return to the Workshop, at the Hirer's own cost, but preferably with the AA Relay service returning your the Vehicle, to collect a replacement vehicle, if one is available.

The Hirer must not admit to any liability, release any party from liability, settle any claim or accept any disclaimer in the event of any accident, but should take the names and addresses of everyone involved, including witnesses and pass this information onto the Police and DD

The Hirer must then complete and submit to DD an accident or theft report form when the Vehicle is returned. In the event of theft, the Hirer must return the keys for the Vehicle to DD. DD will not refund the Hire Charge for any days the Hirer loses use of the Vehicle due to an accident, theft or vandalism. DD cannot accept liability for any costs arising from accident, theft or vandalism, including (but not limited to) replacement vehicle costs, travel, accommodation, phone calls. The Hirer agrees to cooperate with DD and DD's insurers in any investigation or subsequent legal proceedings arising out of any loss of or damage to the Vehicle.

Return of items left in the Vehicle

DD will be happy to return any belongings left in the Vehicle by the Hirer and/or his/her party at a charge of £5 plus postage and packing per item. This will be deducted from the Security Deposit.

The Hirer's Liabilities

Hirers are personally liable for all road tolls, fines and legal penalties (including but not limited to parking tickets, speeding fines) which are incurred during the Hire Period. Any charges subsequently notified to DD, will be immediately invoiced to the Hirer and DD will require payment within 14 days. If DD are still holding the Security Deposit at this time, DD will deduct this sum from the Security Deposit. Alternatively, DD will charge these to the Hirer's card. By signing the Agreement, the Hirer agrees to this. The Hirer is liable for any losses or damage caused by the Hirer and his/her party and DD cannot accept liability for any losses or damage or liability caused by the Hirers to themselves, or third parties, or their property. The Hirer is liable for any damage above cab height – the Hirer is fully responsible for damage caused by failure to assess the height of the Vehicle and striking overhead or overhanging objects. The Hirer will also indemnify DD in respect of any liability, caused by damage to overhead or overhanging objects and subsequent damage to third parties and/or their property. The Hirer is also responsible for any damage to third parties and/or their property through his/her negligence.

The Hirer must use the Vehicle and its contents responsibly and comply with the Agreement, any instructions given by DD and health and safety guidelines. Where no instructions or advice or guidelines are given the Hirer must assume that 'normal' and 'common sense' rules apply.

Breaches of the Agreement

If the Hirer commits a breach of the Agreement, DD have the right to terminate the booking and if the Hirer has already departed in the Vehicle, DD may require the Hirer and his/her party to vacate the Vehicle immediately. A breach of the Agreement includes, without limitation, failure to comply with DD's instructions, or health and safety advice, obtaining the Vehicle through fraud or misrepresentation, apparently abandoning the Vehicle, the Vehicle is not returned at the agreed time and date at the end of the Hire Period, or circumstances where the Hirer's behaviour, or that of the Hirer's party and/or pets, is likely to have a significant adverse effect upon the Vehicle or people or property in the vicinity. In the event of the Hirer and/or his/her party committing a breach of the Agreement no refund of the Hire Charge will be made. The Hirer will also be liable for any costs incurred in returning the Vehicle to the Workshop.

DD's Liability to the Hirer

DD will not be liable for any loss or damage suffered by the Hirer and/or any member of the Hirer's party or to your or their property, except where such loss or damage is due to DD's negligence. If DD is negligent, DD's

liability to the Hirer and/or his/her party will be limited to the loss or damage which was a foreseeable result of such negligence. Except in the case of death or personal injury resulting from DD's negligence, DD's total liability to the Hirer and/or his/her party in respect of any breach of the Agreement or tort or other act or omission by DD in connection with the Agreement shall be limited in aggregate to the Hire Charge.

Where the Hirer is a customer acting in the course of a business, this paragraph condition shall apply instead of the one above. DD do not accept liability to Hirers acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, consequential losses or other similar losses, for any reason whatsoever. To the extent permitted by law and except in the case of personal injury or death resulting from DD's negligence, the maximum limit of DD's liability to business customers, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be the Hire Charge.

Whole Agreement

The Agreement overrides and supersedes all previous versions and any previous course of dealing between the parties and incorporates the whole agreement together with any insurance conditions notified to the Hirer at the time of hire or collection.

In the event of any inconsistency between the Agreement and any other of our literature, whether found in our brochure or on our website or otherwise, the Agreement will prevail.

If any provisions of the Agreement are prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

Personal Data

When the Hirer books the Vehicle, DD will collect personal information such as the Hirer’s name, email address, home address, telephone number, credit or debit card number, security code and the card’s expiry date. This allows DD to book the Vehicle and insurance for the Hirer. DD will also collect non-transactional data should the Hirer enter a competition, request a brochure or take part in a survey, for example. DD may use the information that it collects to occasionally notify the Hirer about news and information that DD thinks the Hirer may find valuable. For example, DD may send the Hirer DD’s latest brochure, supplements, newsletters and special offers. If at any stage the Hirer decides that they would rather not receive such information, please contact DD by telephone, email or post. DD reveal the Hirer’s identity information to DD’s insurance company.

Governing law and jurisdiction

DD and the Hirer 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. DD and the Hirer 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.

Please sign below to indicate you have read and agree to the terms and conditions.

Signed _____

Date_____

Print _____

Signed _____

Date_____

Print _____