

# Terms & Conditions

ph: 0404 47874  
m: 087 2885771

Kernow, Cullen Lower  
Three Mile Water  
Co. Wicklow, Ireland.

[www.lazydays.ie](http://www.lazydays.ie)



The following are the General Terms & Conditions of Hire between the Hirer and Lazy Days. Note that these Terms together with the Lazy Days Booking Form and the Insurance Agreement will combine to form the whole rental agreement. The campervan and its equipment remains the property of Lazy Days at all times. All payments made to or by Lazy Days shall be in Euros. All payments for rentals to Lazy Days are inclusive of VAT charged at 9%.

## Reservations/Bookings

A reservation with Lazy Days is only complete when a Booking Form, Booking Deposit and all required documentation have been received. The booking deposit is a maximum of €400, or the total cost of the rental if less than €400. The hirer shall receive a Booking Confirmation email containing the rental and payment details, and receipt for the booking deposit paid. Lazy Days can facilitate reservations for hirers without internet access. For further details please contact Sue on +353 (0)87 2885771.

## The Hirer and/or Driver

The Hirer must comply, and is liable for ensuring that the named Driver(s) comply with the following obligations:

- Shall not lend or hire the campervan to a third party.
- Shall not tow any trailer or vehicle with the campervan.
- Shall not carry more passengers than the permitted capacity of the campervan.
- Shall not use the campervan for carriage of passengers or goods for hire or reward.
- Shall not move the campervan outside of Ireland (North & South) without the written consent of Lazy Days.
- Shall not use the campervan for or in conjunction with any race, competition, trial or for hire or reward, or on non metalled or sealed roads, or park or drive on any beach.
- Shall restrict campervan movements in certain areas due to adverse road or weather conditions, or any other reasonable cause.
- Shall be responsible for the costs of recovery for a campervan that has become bogged.
- Shall not carry volatile liquids or gases (other than the LPG canisters provided with the campervan), explosives or other corrosive or flammable materials.
- Shall not permit smoking in the campervan.
- Undertakes to keep the campervan securely locked at all times when unattended.
- Shall not allow the campervan to be driven by anyone other than those named in the Insurance Motor Rental Agreement.
- The Driver must be fit and capable at all times.

## Insurance

Fully comprehensive insurance is provided by Lazy Days to the driver(s) named on the Booking Form. Lazy Days campervans may only be driven by the Hirer and/or agreed additional Drivers who have been accepted by Lazy Days and their Insurance Company. All named Drivers must be over 25 and under 75 years of age and have held a full licence for at least two years. The rental prices quoted on our website and literature include insurance cover for one Irish, UK or European named driver aged between 25 -75 years, with a clean licence. Any additional surcharges due to, for example: non-EU licence, driver's age, high-risk occupation, history of endorsements within the last five years, history of accidents, physical/mental defects, refused motor insurance record and motor convictions, additional drivers, etc. will be advised by Lazy Days and any additional costs will be payable as part of the rental fee.

All drivers must produce their full drivers licence AND confirmation of address in the form of a recent utility bill or a bank/building society statement at the time of hire. Hirers from outside Ireland and the UK must also provide a valid passport or identity card as proof of id. Please note that if these documents are not available, Lazy Days will be unable to proceed with the Hire as they are governed by their insurance company's requirements.

The Hirer is insured for damage to the campervan and property of a third party. In the event of any damage to the vehicle the Hirer will be responsible for the insurance excess of €1000 per case not rental. Failure to declare an accident is a criminal offence punishable by law.

It is illegal to drive without insurance in Ireland & UK. Driving by an unauthorised driver invalidates the insurance.

The theft of a campervan is not covered by insurance if the keys are left in the ignition or the surrounds of the vehicle while the vehicle is unoccupied and the hirer shall be fully responsible for the cost of a replacement vehicle.

The hirer is accountable for the following items not covered by Lazy Days insurance:

- Tyre damage.
- Loss/damage/theft to the radio, stereo equipment, and aerials.
- Personal effects within or from the vehicle.

### **Security Deposit**

Lazy Days requires a security deposit of €650 for each rental payable one week in advance of rental commencement. The security deposit will be refunded in full within seven days of return of the vehicle on the following conditions:

- No damage to camper, including tyres, or any third party.
- No malfunction, breakdown or repairs caused by the negligence of the hirer. The hirer is required to check the water and oil levels in the engine and tyre pressures.
- Camper is returned to the agreed location, on the agreed date and time.
- Camper and contents are returned in the same condition as it was collected, the interior cleaned including all cooking utensils and camping equipment.
- Camper is refuelled.
- No additional costs have been incurred during the period of rental, e.g.: violation of traffic laws or regulations.

The hirer agrees to pay Lazy Days any additional costs over and above the security deposit value should damages exceed the security deposit value.

A cleaning fee of €50.00 will be charged against the deposit if the vehicle is not returned with the interior and exterior in a clean condition.

**Lazy Days reserves the right to increase the security deposit for specific events eg: festivals, rallies or promotional events.**

### **Violation of Traffic Laws and Regulations**

Driver(s) are personally liable for all legal penalties and fees pertaining to any traffic violation infringements under the current Road Traffic Legislation applicable in the Republic of Ireland or Northern Ireland. Lazy Days will hold your credit card details for 30 days after the rental agreement finishes in case any traffic violation infringements are presented to Lazy Days for your hire period. The driver(s) will still be liable for any penalties and fees received after this period.

Lazy Days will notify the driver(s) of any speeding or parking fines and an administration charge of €25 for each infringement incurred throughout the hire period.

### **Breakdown**

If you have any difficulties please report these immediately to Lazy Days by telephone.

In the event of breakdown 24 hour roadside assistance is provided by the AA. Minor repair bills up to the value of €125 will be reimbursed by Lazy Days upon production of receipts. Repairs in excess of this amount must first be authorised by Lazy Days PRIOR to the work being undertaken.

In the rare case of a breakdown that cannot be repaired the AA will tow the camper and occupants to a local garage.

A replacement camper van may be offered subject to availability. Lazy Days cannot accept liability for any costs arising from accident, breakdown or any other cause, e.g., replacement vehicle costs, travel, accommodation. Lazy Days liability extends to either replacing your van with a similar one or refunding your hire charge for any days you lose the total use of the vehicle.

Depending on the circumstances, we reserve the right not to replace the Vehicle.

### **Accidents**

In case of an Accident please take the following steps:

- Note the name and address of the other driver and the vehicle owner, if different
- Note the name and address of each witness
- Describe any injury to yourself or others
- Describe damage to vehicles and other property
- Note the name and address of the other driver's insurance company (See insurance disc on windscreen)
- Note the number of certificate of insurance (See insurance disc on windscreen)
- Note the registration number of other vehicle
- Note the name or Number of any Garda at the scene or any AA patrol attending
- Note the date, time and location of accident
- Note the speed of vehicles involved
- Note the width of road, road markings, state of road surface, weather conditions, visibility, time of day
- Describe the debris or marks on the road relevant to the accident
- Describe the manner of other driver's driving
- Draw a rough sketch of vehicle positions before and after the accident
- Note whether other driver and passengers were wearing seatbelts
- Take photographs of the scene if you have a camera
- Inform the Garda (Police in Republic)/ Police Service Northern Ireland (PSNI) and obtain an Incident or Crime Number.
- Report the Incident to Lazy Days by telephone within 12 hours.

### **Cancellation by Lazy Days**

Lazy Days reserve the right to cancel a reservation at the proposed commencement of hire if:

- Named Driving Licence is not produced or valid in accordance with stated conditions.
- Failure to provide funds for security deposit.
- Over occupancy of vehicle.
- Address on driving licence does not match booking/billing address. Additional proof of id is required in the form of a recent utility bill or a bank/building society statement.
- Hirers from outside Ireland and the UK fail to provide a valid passport alongside driving licence as proof of id.

Lazy Days reserve the right to refuse to hire to any person, without stating cause.

### **Cancellation by Hirer**

In the event of a cancellation by the hirer the following charges shall be incurred:

Within 6 weeks of rental AND no show: 100% of booking deposit.

From 12 to 6 weeks before rental: 50% of booking deposit.

More than 12 weeks before rental: €50 administration fee.

Credit card and debit card charges are non refundable.

It is advisable to purchase holiday cancellation insurance.

### **Terms of Gift Vouchers**

Lazy Days gift vouchers may be purchased for any amount and later redeemed as full or part payment for a rental. Once a booking has been made using a voucher the voucher is treated like any other payment. In the case of the cancellation of a rental paid for by voucher the normal cancellation by hirer terms set out in the previous section apply in full.

### **Availability/Choice of Camper Vans**

Lazy Days shall make every effort to ensure that the vehicle reserved by the hirer is available for the agreed rental. If for any reason it is not available we reserve the right to make another vehicle available without extra cost. BUT if this is not acceptable or another vehicle proves unobtainable, our liability is limited to the refund on any money paid to Lazy Days by the hirer.

### **Collection & Return**

Lazy Days aim to be as flexible as possible with our collection and return times during the hours of 9 AM to 6 PM. Please consider that the next customer may be collecting the camper within hours of your return time. If the campervan is returned late (i.e. outside the times agreed), Lazy Days reserves the right to charge the hirer at the rate of €25 per hour together with any additional costs incurred by Lazy Days (e.g. compensation to the next Hirer.)

No refund is given for an early return of the campervan for any reason, (e.g. accident, weather or theft).

Where campervans have been arranged to be delivered to / collected from the Hirer, times and details shall be previously

arranged and agreed by Lazy Days and the Hirer.

The breakdown or malfunction of equipment after the campervan has left the premises will not be accepted as reason to abort or cancel the Rental Agreement, and any such fault will be rectified as soon as possible.

Any accidental damage caused to a campervan once covered by the Rental Agreement but still on Lazy Day's premises shall be deemed as the Hirer's responsibility.

The Hirer is responsible for returning the campervan with a full tank of fuel and ensuring that it is as clean as at the point of Hire. Upon return Lazy Day's representative will check the campervan for damage, cleanliness, a full tank of fuel, condition of the tyres, windscreen, bumpers, roof lights, mirrors, doors and internal habitation equipment.

Lazy Days will make the following charges for additional cleaning:

- €50 for the cleaning of stained upholstery.
- €50 for a very dirty interior.
- €75 if the no smoking clause has been ignored.
- €100 for additional cleaning required after pets have been taken (please see Pets section below)

Lazy Days campers must never be taken through a car wash, or washed using a pressure wash on the paintwork. Should this be ignored, damage to paintwork and the resulting costs incurred by a specialist body shop shall be passed on in full to the Hirer.

Please allow at least 30 minutes for the collection and return of your vehicle.

### **Pets**

Pets are allowed only if previously agreed by Lazy Days. We expect Hirers to act responsibly with their animal and it is their responsibility to ensure their safety and to comply with current laws governing animals in transit when travelling in the campervans at all times.

A €100 cleaning charge will be payable if necessary and any repair to damaged or torn upholstery will result in a deduction from the Security Deposit for repair.

### **Personal Car Parking & Storage**

The parking of one car per rental will be provided by Lazy Days. Storage of luggage may also be available if booked in advance. Both parking and storage shall be entirely at the hirer's own risk.

### **Complaints**

Lazy Days are contactable throughout the rental period. All faults, damage or complaints must be reported immediately on this number [Pat: +353 (0)87 2842767] or at the latest on return of the vehicle. In the event that a complaint is not satisfactorily resolved upon return, the hirer must inform Lazy Days in writing within 14 working days.

I have read and agree to comply with the Lazy Day's Terms & Conditions.

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Signed

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Date