



# EireXpress

Campervan Rental in Ireland

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## LEASE CONTRACT

The undersigned:

Evert van Veenendaal, Foxgloves, Old Camp Road, Aughils Castlemaine V93V2R1 Ireland.  
Date and city of birth: Oss (NL) d.d. 27th April 1950

### After this to be named: Lessor,

And

Mr and Mrs :  
Address :  
City :  
County and Country :  
Telephone numbers :  
Date and city of birth :  
Numbers driving licenses :

### After this to be named: Lessee,

Declare they have agreed a lease arrangement under following conditions:

### Section 1. Campervan (a), Period (b), Rates (c) and other information (d):

#### a. Campervan

Brand of the car :  
Campervan brand :  
Type :  
Registration number :

#### b. Period

The rental period agreed is from Saturday (pm) till (am) 2021

#### c. Rates

Following rates and prices are agreed:

Rates for the entire period : €  
Additional price per kilometer is : € zero  
Security deposit : € 1.000  
Booking deposit : €  
Excess per occasion : € 1.000

#### d. Other information

Fuel to be used : diesel

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Evert van Veenendaal  
Foxgloves, Old Camp Road  
Aughils, Castlemaine  
Co. Kerry, Ireland  
E-mail: [info@eirexpress.nl](mailto:info@eirexpress.nl)  
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Company telephones  
Mobile Ireland:  
0(0353) 86 321 3814  
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0(031) 6 20 39 52 63

Bank details: Triodosbank (NL)  
IBAN: NL66TRIO 0.....  
BIC: TRIONL2U  
Account: EireXpress Culemborg  
Ch.o.Comm NL Tiel 11060661  
VAT nr: NL0620.....B.01



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## SECTION 2: STATE OF THE LEASED PROPERTY

1. immediately before departure with the Campervan in Ireland it will be jointly inspected for damage, defects and more.

The observed damage, defects, malfunctions, etc. will be noted on a launch/intake form and be listed to this rental agreement namely:

.....  
.....  
.....

Initials lessor:.....Initials lessee:.....

2 during joint inspection, after returning with the Campervan, any identified new damage, defects, malfunctions, etc. will also be noted on the launch/intake form namely

.....  
.....  
.....

Initials lessor: .....Initials lessee:.....

## SECTION 3.

On this agreement General Terms and Conditions from EireXpress apply. The full text thereof is stated on the website. A written sample will be sent at the request of lessee. Furthermore, a written sample is handed by lessor to lessee personally prior to departure with the Campervan. These general terms and conditions form an integral part of this agreement. The main provisions of the general terms and conditions of EireXpress are included in this lease contract. By signing this lease contract lessee also declares to accept the other provisions as contained in the terms and conditions of EireXpress.

## SECTION 4. RENTAL PRICE, DEPOSIT, COSTS, PAYMENT

1. EireXpress uses **all inclusive (all in)** rental rates. That means that outside the fee for transport to Ireland (mostly the flight) **all** other costs referred to the in section 1 stated prices are included. That concerns the VAT- extensive instruction - complete inventory (see inventory list) - 1 full gas cylinders – road maps – tourist guides - as well as very many extra accessories (such as e.g.: satellite dish, radios, reverse camera, navigation, etc.), transport for up to 5 people from the airport of arrival in Ireland to the EireXpress location in the South-West and return (more people at a small extra cost).
2. For all rental periods in Ireland all mileage is included.
3. We demand a deposit of € 1.000,00. This is due to the excess, not bring back on time, damage, missing/defect or/on inventory, traffic fines.

### 4. Payment

#### a. by Bank

At final booking a pre-agreed percentage (approximately 30%) of the total rental fee will be asked as a prepayment by bank transfer. The remainder includes deposit should, in principle, be paid no later than 4 weeks before departure.

**On request and in consultation can be derogated of this payment term.**



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### **b. cash or through an Internet bank transaction prior to departure in Ireland**

There is the possibility to pay the remaining amount of the agreed rental fee including the deposit, by cash on site, or under conditions, through an Internet bank transaction to deal immediately prior to the departure with the Campervan in Ireland.

5. Any costs incurred by the lessee after return and handing over the Campervan, can be withheld by the lessor from the paid deposit of the lessee.
- 6 The amount of the deposit will be refunded by lessor to the bank account of the lessee after deduction of the afore mentioned costs and possible fines for traffic violations, within about 2 weeks after the return of the Campervan.

### **SECTION 5: GENERAL OBLIGATIONS LESSEE**

1. All drivers must be at least 27 years and have a valid driving license for at least 5 years The Campervan may only be driven by the driver (s) mentioned in the lease contract. The lessee has to hand over a copy of a valid passport/identity card and a valid driver's license to lessor. For the additional drivers who are stated in the lease contract also a copy of the passport and driver's license has to be handed over. Please insure that these documents are not expired.
2. Lessee is responsible for whether or not to take out a cancellation insurance.
3. Lessee must not allow the Campervan to be driven by a third party (not mentioned in the lease contract), without express written consent of the lessor.
4. Lessee shall use the Campervan as a good tenant. This means that the lessee:
  - a. uses the Campervan at outlined by lessor at the start of this lease;
  - b. any instructions given by the lessor with regard to the use of the Campervan must be followed;
  - c. should treat the Campervan carefully, no unnecessary risks and the usual preventive measures to be taken.  
For example by checking oil and coolant level, tire pressure, secure parking, intrusion prevention, correctly estimating height and width of the Campervan and more.
  - d. may not apply any changes in or to the camper (no stickers, etc.)
  - e. must refuel the Campervan before returning with **DIESEL**;
  - f. when participating in the traffic at all times must respect traffic rules in force on the spot. Any traffic fines incurred during the rental period are to be paid by the lessee;
  - g. is never allowed to drive with the Campervan under the influence of alcohol, drugs or other means of influencing the driving skills. In the event lessee drives the Campervan under influence at all times itself is fully liable for any damage that is caused regardless of an excess amount agreed between the parties;
  - h. is not allowed to take animals away in the Campervan;
  - i. will not transport more people in the Campervan than those for which it is suitable according to the manufacturer;
  - j. **will not smoke in the Campervan.** Lessee will also ensure that other persons who travel with the Campervan or are present will not smoke in the Campervan. If the lessee fails to comply with those provisions mentioned in Section 5 point 4 sub c till he is to be indebted to lessor for a fee of **€ 250,-** .
5. In the event of shortage during the rental period, defects and/or damage to the Campervan, or when lessee is involved in an accident or the Campervan is stolen lessee has to report this immediately to lessor on phone number 0 (031) 6 20.39.52.63 In the event of an accident and theft lessee should always involve the Garda (police) and always ask for a written incident report drawn by the circumstances surrounding the accident or theft.  
At an accident lessee also has to completely fill in the International Accident form. This form always has to be signed by all involved parties.

### **Section 6: ABROAD**



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It is not allowed to go abroad or cross the Irish sea with the Campervan. In principle only the Republic of Ireland and Northern Ireland under English Government may be visited.

### **Section 7: LIABILITY**

1. For the Campervan lessor has taken out a full Damage Weaver insurance policy.
2. During the rental period lessee is liable for all damage to the Campervan to the maximum of € 1.000 the agreed excess amount per event. This excess amount will be void if the damage is due to intentional and/or gross negligence on the part of lessee. In that case lessee is liable for full damage. With damages caused by intent and/or gross negligence in any case will be treated as damage in the cases referred to in section 5 article 4.sub d till j.
3. Lessor shall never be liable for damage caused to lessee and/or third parties as a result of or connected with the use of the leased property regardless of the nature of the damage, except in cases where the damages due to intent and/or deliberate recklessness of lessor, its directors and/or its managerial staff or as mandatory legal provisions dictate otherwise.
4. Without prejudice to the other paragraphs of this section, the liability of lessor - for whatever reason – is limited to the invoice amount of the arranged rental price.
5. Without prejudice to the other members of this section lessors liability at all times is limited to the amount the insurer of lessor will pay out in the common cases.

### **SECTION 8: MAINTENANCE AND REPAIRS**

1. Despite the fact that the Campervan is well maintained, a defect may arise or there may be a damage. The lessee is allowed to order necessary repairs to an amount of € 100,--. This must be made at an authorized dealer of the brand of the car or Campervan. If they are not any present in the neighbourhood, one needs to look for a licensed garage.
2. Recovery of damages or defects costing more than € 100,-- should only be carried out in liaison with or with express prior permission of lessor. If for the repair in the event of damage caused by responsibility of lessee, the return of the Campervan is necessary, this shall be for the account and risk of the lessee.
3. If a necessary repair can be performed by lessor itself, or when the repair has to be fixed in a workshop, this has to be obtained with advance consent of lessor to this repair.  
If a repair is performed without prior consent from the lessor the total repair costs are for account of lessee unless the lessor believes that the repair was necessary.
4. If the defect of the car cannot be repaired on the spot, in such a way that the car can be driven under its own power to lessor, the necessary towing costs up to a maximum of (100) hundred kilometers are on behalf of lessor, unless otherwise prior agreed with lessor.
5. Reimbursement of the costs of necessary repairs takes place only upon presentation of the original invoice.
6. If lessee and a mechanic have a different opinion on the need to repair and/or size thereof and/or the method of execution, lessee will inform lessor. In this event lessor will take the necessary decision.
7. Lessor shall in no event be liable for any damage as a result of improper functioning of the Campervan, unless such damage is caused by gross negligence or willful misconduct of herself, its directors or its management staff.



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### SECTION 9: DAMAGE

#### 1. Collision

**At the time of each collision, the local police has to be called to the side and at any damage what so-ever the European claim form has to be filled in.**

And in case of damage, repairs or breakdown also immediately but not later than within 24 hours lessor has to be informed by phone.

#### 2. Costs not covered

Damages not covered by insurance and costs as a result of driving under the influence of drugs, alcohol or medication, allowing the Campervan to be driven by an unauthorized person, by confiscation, the destruction of drug transport, flood, destroying the interior etc. are the whole responsibility and account of lessee (see also the included conditions of the insurance)

#### 3. Damage to equipment

- a. The Campervans are equipped with many extra in-and/or accumulated accessories, such as e.g.: airco, TV, satellite dish, radio, reverse camera, navigation, etc. The fee for the use of this is all included in the rental price. If one or more of these additional accessories at the start or during the rental period are found to be defective, and/or not function properly, this can never lead to a reduction of the rent because there is no additional rental rate calculated. If it appears that one or more of the additional accessories is damaged by the lessee, this will be recovered from the lessee.
- b. Lessor has checked the inventory at the start of the rental period. Lessee can check the inventory prior to departure for damage and/or something missing by means of an inventory list and report this immediately the lessor. If when after return of the Campervan something is missing or damaged this will be charged to lessee.

### SECTION 10: CAMPERVAN RETURNS

1. At the end of the rental period lessee is obliged to return the Campervan in the same state in which he/she has received it and including the keys and other accessories provided. This excluding wear and tear associated with normal use of the camper.
2. The Campervan is delivered with a full tank of DIESEL fuel, full clear water tank, empty waste water tank, empty cassette toilet, full gas cylinders and fully cleaned inside and outside.

**At the end of the rental period the campervan needs to be clean inside, the waste water tank to be empty, the cassette toilet empty - and to be cleaned and to be returned with a full tank of DIESEL.**

Exceptions only may be made on request.

**Cleaning on the outside is done by EIREXPRESS , washing is not necessary**

3. Any costs for cleaning - including the toilet cassette-, of the camper, being necessary to the campervan to bring it back in the same condition as when it was received, are to be paid by lessee. Lessor is entitled to deduct these costs, which are set at € 100,-- **and for damage by smoking in the Campervan at € 250** - of the paid deposit at the start of the lease period. Lessee shall indemnify the lessor for any claims arising by third parties from, for example, claims of new lessees that the camper is not at the agreed time with lessor and available for their holiday.
4. When the Campervan is not returned at the agreed time or the agreed day lessor is entitled to charge the following amounts and/or costs to lessee:
  - a. € 500,-- per day the Campervan will be returned late, in which a part of a day is counted as an entire day;
  - b. all other damage suffered by the lessor as a result of the late return of the Campervan.
5. When the parties have not a written agreement for extending of the rental period, lessee can never rely on such an extension.



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### SECTION 11: CHANGES, ADDITIONS

Amendments or additions to this lease contract shall only be valid after this is agreed in writing (or by e-mail) between the parties and after this has been confirmed in writing by lessor to lessee.

### SECTION 12: CANCELLATION

The lessee shall cancel only by registered letter. The date of the postal delivery is as the cancellation date. It is strongly recommended to take out a good cancellation insurance and/or travel insurance. Cancellation insurance cannot be provided via EIREXPRESS.

#### **If cancelled, the lessee is liable for:**

- up to 10 weeks before the rental period starts 25% of the rental amount
- up to 6 weeks before the rental period starts 75% of the rental amount
- within 6 weeks before the rental period starts 90% of the rental amount
- from the start date of the rental period 100% of the rental amount

The earlier return of the rented Campervan will never lead to repayment of the rent (or part of).

### SECTION 13: FORCE MAJEURE

1. Where there is force majeure, lessor shall be entitled to terminate this agreement.
2. If lessor by force majeure, damage, engine trouble, etc. the reserved Campervan cannot deliver, lessor will do its best for a comparable replacement Campervan.
3. If this (section 13 point 2) will not be possible, in consultation with lessee, lessor will take care for an alternative holiday (e.g. car rental and B & B nights)
4. The cost for this replacement holiday possibility will be funded by lessor up to a maximum of the rental price of the Campervan for the same period.
5. However, no rights can be derived from this. Lessee is obliged to accept the by the lessor offered similar alternative. Or whole or partial refund of the rental amount.
6. Force majeure shall in the framework of these general conditions mean:  
a non-attributable shortcoming on the part of lessor or another important reason on the part of lessor.  
Previous to the event of force majeure, if the agreement is carried out in part, lessee is liable to its obligations to lessor up to that time.
7. If there will be circumstances in which force majeure is plausible this will include: war, insurrection, mobilization, national and international unrest, Government measures by employees or threat of these etc. environments catastrophe, disruption of at the time of entering into the agreement existing currency ratios, company disturbances by fire, natural phenomena, etc. as well as such a damage of the Campervan or extinction of or theft of the Campervan, where lessor reasonably needs more time for repair or a replacement Campervan can be taken care of.
8. Lessee has never right to any form of damage compensation

### SECTION 14: APPLICABLE LAW/COMPETENT COURT

1. On this lease Dutch law is applicable  
Disputes arising from this lease shall be submitted to the competent Dutch Court in the city of establishment of lessor. Also without prejudice to the right of lessor disputes to be submitted to the competent court in the city of residence or place of establishment of lessee.

