

Terms and Conditions.

Southlakelandcampers.co.uk hires this vehicle to you subject to this Rental Agreement and which incorporates these terms and conditions and the information and conditions contained on the booking form that you have signed. In signing this agreement you accept and strictly comply with these terms and conditions.

The Rights and obligations contained in these terms and conditions govern your use of our vehicle and are non-transferable. You acknowledge that the vehicle is owned by Southlakelandcampers.co.uk and that any attempted transfer or sub rent of the vehicle by anyone other than Southlakelandcampers.co.uk is prohibited and a criminal offence.

Southlakelandcampers.co.uk permit you to use the vehicle on the terms and conditions of this rental agreement only.

Except were otherwise stated the words used in this agreement carry their usual meaning. In particular:

“The Vehicle” – This means the VW van hired to you under this agreement and as specified to you by Southlakelandcampers.co.uk.

“Hirer” – The person or persons signing this agreement.

“The agreement”, “The Rental Agreement” and “Terms and Conditions” – This agreement and any document expressly referred to in this document including an insurance document.

“Security Deposit” – The sum of £750 as detailed below.

Booking The van hire booking form must be completed and sent to Southlakelandcampers.co.uk with a non refundable booking deposit of £150 (payable through the bookings page of the website via Paypal). On receipt of the booking form, the signed terms and conditions, completed insurance form, your deposit and receipt of confirmation from us this contract shall have effect. The balance of the hire charge is due 21 days before the start of your holiday. A security deposit of £750 is payable in advance by Paypal via the website.

Refunds

We reserve the right to cancel your booking with full refund of monies received by Southlakelandcampers.co.uk in the case of unforeseen circumstances. We will not have any other liability to you. All rights are reserved to refuse any hire under any circumstance. No refunds are payable on accommodation, or van not being available where a hirer cancels, changes or seeks to vary agreement after departure. The company takes no responsibility for any detention, delay, loss, damage or injury that a hirer might experience no matter how it is caused or by whom. No refund is given for early return of the vehicle.

Cancellation

In the event of a cancellation more than six weeks before the hire commencement : loss of deposit.

In the event of a cancellation less than six weeks before the hire commencement : loss of deposit + 50% of the hire fee.

In the event of a cancellation less than three weeks before the hire commencement : loss of deposit + 100% of the hire fee.

However, if we do manage to get another booking for the same hire period, we will waive the cancellation fee, but not the booking deposit.

Security Deposit

The security deposit of £750 is reimbursed on safe return of the vehicle, in the condition in which it left our property subject to a

satisfactory inspection by Southlakelandcampers.co.uk. This security deposit may be increased if any proposed drivers have served bans, been fined or have points. This deposit must be paid to cover the possibility of negligent damage to the vehicle, fixtures, fittings, contents therein or equipment included in the rental. The van and equipment must be returned in good condition, with no damage to it, its contents or any third party property. The van must be returned with a full tank of unleaded fuel. Your security deposit will be refunded within 7 days of the end of the hire period. Should there be any damage, costs for any repair, replacement or special cleaning, the costs will be deducted from this deposit before the balance is returned to you. In the event that there is a claim we reserve the right to retain the security deposit for a longer period as is necessary to quantify the charges incurred which are to be deducted from the deposit.

Charges

The charges stated on the rental invoice reflect use of the vehicle during the rental and include basic rental charges, insurance, optional extras chosen by you, and any applicable taxes at the prevailing rate. Additional charges may arise from your use of the vehicle during the rental, 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 rental. All charges are subject to final calculation after the rental and is reflected in the 7 day holding period of the security deposit.

Insurance

If any of your proposed drivers have points or have served bans or been fined there could be a daily surcharge imposed by our insurers which may also affect the security deposit rate, this is done on a case by case basis using the information you give us on the booking form and this extra charge is payable by the hirer in all cases via the website. There is also the possibility that insurers will refuse cover.

The Insured Vehicle shall not be let out on hire to or be driven by:

Hirers under 25 or over 72 years of age.

Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving licence endorsed or suspended or with more than two sets of three penalty points imposed. Any persons with the following endorsements will not be allowed to hire: BA10, BA30, MS60, CD40, CD50, CD60, CD70, CD71, DD40, DD60, DD80, LC50, UT50.

“Spent” convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded.

Persons who have any mental or physical defect or infirmity or suffers from fits, diabetes or any heart complaint.

Persons engaged wholly or partly in professional entertainment or professional sports persons.

Jockeys and persons connected with racing of any sort.

Undergraduates and/or students under 25 years of age.

Persons who, whilst driving, have been involved in more than one accident during the past 3 years.

Foreign Service Personnel other than persons born in the United Kingdom.

Hirers must disclose any such information prior to signing the rental agreement. Failing to provide this information may invalidate your insurance and render you liable for all losses howsoever sustained including claims by third parties.

The van has comprehensive insurance for the first and any other named drivers. Insurance is only for our van and equipment that belongs to the van. You are advised to take out your own travel insurance and ensure that this covers personal effects.

Southlakelandcampers.co.uk is not responsible for any damage in connection with any accident or breakdown, nor are we responsible for any loss from the vehicle.

Our insurance policy protects us 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 you report all such incidents to us during the hire period or on return of the van (and you are using the vehicle within the terms and conditions and those of our 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 you or any authorised driver of any of the terms and conditions of this agreement and that of our insurance policy, you agree to reimburse us if we are obliged to compensate (a) the insurers for any payment they make to a third party on your behalf and/or (b) any third party.

Excess

If an insurance claim is made, the hirer is responsible for a £750 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. If the excess (security deposit) rate is higher than £750 due to a premium being levied by the insurers then that rate shall prevail in the event of a claim.

Drivers' Licence

Drivers must be over 25 years of age and under 72, in good health and hold a full driving licence. Please note that if your licence is not a full UK licence we may still be able to arrange to insure you but there may be an additional charge on top of the agreed hire fee. This additional charge is payable by the hirer.

We take “Good Health” to mean that you 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. In addition you are taking no drugs likely to affect your driving. You will need to tell us if you suffer from any of the following:

Diabetes controlled by insulin

Epilepsy

Any condition affecting both eyes, or the remaining eye if you only have one eye (not including colour blindness, short or long sight)

Stroke, with any symptoms lasting longer than one month, recurrent ‘mini strokes’ or TIAs (Transient Ischaemic Attacks)

Fits or blackouts

Any type of brain surgery, severe head injury involving in-patient treatment, or brain tumour

An implanted cardiac pacemaker

An implanted cardiac defibrillator (ICD)

Repeated attacks of sudden disabling giddiness

Any other chronic neurological condition including Multiple Sclerosis, Motor Neurone and Huntington's Disease

A serious problem with memory or periods of confusion

Persistent alcohol misuse or dependency

Persistent drug misuse or dependency

Serious psychiatric illness or mental ill-health

Parkinson's disease

Sleep apnoea syndrome

Narcolepsy

Any condition affecting your visual field (the 12 surrounding area you can see when looking directly ahead)

Total loss of sight in one eye

Any persistent limb problem which needs driving to be restricted to certain types of vehicle or those with adapted controls

Severe learning disability.

You should also tell us if you suffer from: angina, other heart conditions or heart operation;

diabetes controlled by tablets;

visual problems affecting either eye; or any form of stroke, including TIAs (Transient Ischaemic Attacks).

Epilepsy

Diabetes

If you have diabetes treated by insulin you may not drive medium or large vehicles, minibuses or buses unless:

You held a licence to drive lorries or buses on 1 April 1991; and

The traffic commissioner who issued the licence or in whose area you lived knew about the insulin treatment before January 1991.

You will need to have held a UK driving licence for at least 2 years or a European Union Licence for at least 3 years. We will require the driving licence numbers and other identification information for all those who intend to drive, when you make your booking. We will also need to take copies of both the driving licence photo card and paper documents on collection of the van for all drivers. We will also need 1 other form of identification such as:

Council tax bill (less than 12 months old)

Current benefit book

Gas or Electricity bill (less than 3 months old)

HM Revenue & Customs Notice of Coding (less than 12 months old)

Letter from Benefits Agency (less than 12 months old)

Mortgage statement (less than 12 months old)

Telephone bill (not mobile) (less than 3 months old)

UK based Bank or Building Society Statement with Debit, Credit or Cheque Guarantee Card (less than 3 months old)

Water bill (less than 12 months old) recent utility bills (for each driver). This information is for insurance purposes and will be held for limited period only and be kept in the strictest confidence. You will not be allowed to take the van if you do not meet these conditions. No exceptions will be made to this. The vehicle must only be driven by persons detailed in the hire agreement, for whom you have provided the insurance, driving licence and personal identification information. You agree that you will not allow anyone to drive the vehicle, including yourself, who does not fulfil our 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 to react.

Our Obligations

We will supply the vehicle to you in good overall and operating condition, complete with all necessary documents, parts and

accessories. You agree to return the vehicle to us in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in this Rental Agreement. Failure to do so may result in further charges becoming due.

Condition

You and a representative of Southlakelandcampers.co.uk will check the condition of the vehicle at the start of the rental and on return of the vehicle. A Southlakelandcampers.co.uk representative will provide a record showing agreed defects. You acknowledge that you will be responsible for any loss or damage to the vehicle, fixtures, fittings, contents therein or equipment included during the rental.

Collection & Return

When you arrive to collect your van, please ensure you allow at least an hour to complete the paperwork and for us to show you around and how to operate the cooker, sink, cool box, roof, gas cylinder, water storage, etc. If you wish, a short familiarisation drive may also be arranged. The van is available before 12.00 am on the day of collection and must be returned by 11.00 am on the final day of the hire. Please return the van by the agreed time. Please allow sufficient time to

get back to our property so that you do not put yourself or the vehicle at risk when returning. If you return the van after the agreed time then the insurance will be void and a penalty will be due. If the van is returned to our property later than the agreed time, without Southlakelandcampers.co.uk prior agreement, £50 per hour will be payable. Your late return will also be affecting the holiday of the next person to hire your van. Should the late return of the vehicle make us liable for extra costs (extending insurance cover etc), we reserve the right to pass on these costs to you. Charges and costs for late return will be deducted from your security deposit. By signing this agreement you agree to us making such deductions from your deposit.

No refund is given for early return of the vehicle.

Cleaning

Please return the van in a clean and good condition. An additional cleaning charge of £100.00 will be deducted from your security deposit should you not return the vehicle in a clean state as prior to hire. You agree that we are entitled to charge you this additional fee.

Occupying the Van

You must inform us on the booking form or subsequently in writing of the names and ages of all the people who will occupy the van during your stay. Failure to do so will be a breach of these Terms and Conditions and may invalidate insurance.

Drive accordingly

This vehicle is thirty five years old and will not perform in the same fashion as a modern vehicle. You should be aware that the top speed should not exceed 55mph at any time and that braking distances will be longer than on modern vehicles. Please drive accordingly. It is your responsibility to check oil levels and belt tensions daily (some oil and a spare belt will be provided). If there is damage or breakdown caused by your own actions or negligence, you will be liable for the cost of repair/replacement. If any of the warning lights illuminate during the course of driving you should STOP immediately and seek assistance. Please turn the engine off in traffic jams to prevent overheating. If you cause damage to the engine through driving too fast (over 55 mph) over too long a period of time, and ignoring the warning lights, then you will be liable for any repairs required or even the cost of a replacement engine. Please ensure that you allow plenty of time to return to our property on your last morning.

Breakdown

If you have any difficulties report these immediately to Southlakelandcampers.co.uk. In the event of breakdown, recovery or repair services will be provided in accordance with our breakdown policy. If you incur any minor repair bills we will give you a refund of up to £50 on production of a valid receipt. Any repairs costing in excess of £50 must first be authorised by Southlakelandcampers.co.uk PRIOR to the work being undertaken. We cannot accept liability for any costs arising from accident, breakdown or any other cause, e.g, replacement vehicle costs, travel, accommodation. Southlakelandcampers.co.uk liability extends to ensuring your safe return to our property and refund for any days you lose the total use of the vehicle.

If you have broken down you must remain at a safe distance from the vehicle until the Recovery Vehicle arrives. You may not abandon the vehicle at the roadside if you wish to continue your journey with another form of transport. You may hand over the keys to an authorised Recovery Vehicle Driver.

Health and Safety

You must follow the health and safety guidelines when operating the van and its appliances and using any equipment in the van or awning. The instructions for using the van and its accessories including the health and safety guidelines will be given to you verbally and are to be found in the van handbook in your van.

Seat Belts, Booster and Baby Seats

You must carry only as many passengers as agreed in the hire agreement. You are 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 you must use a booster seat. For further info visit www.thinkroadsafety.gov.uk/campaigns/childcarseats.

Do's and Dont's

The hirer agrees that he or she shall not:

Carry more passengers than the seating 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 our ability to rent the vehicle again.

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.

The hirer agrees he/she:

Will be responsible to Southlakelandcampers.co.uk for the cost of making good any damage caused to the vehicle by 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 we are not liable to you or any authorised driver or passenger 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 our negligence or breach of this Rental Agreement. Such property is entirely at your own risk.

Extent of Hire

We would ask that you remain in the North of England, or Southern Scotland. However if you would like to go farther a field, please let us know.

Fuel

The fuel tank will be full on collection and must be returned to us full. The cost of the missing fuel will be deducted from your security deposit if the van is returned with missing fuel. The van takes unleaded petrol.

Camping gas

Two gas cylinders will be provided. We will meet the cost of one refilled cylinder of gas on production of a valid vat receipt.

Smoking

It is illegal to smoke inside our van or awning. The hirer will be liable for any damage caused to the van, the tent or their contents through smoking.

Keys

In the event that keys are lost or damaged you will be liable for the reasonable costs of obtaining a replacement and further costs if directly related to the theft of the van.

Your Car

During the period of the hire we will store your car for you at our premises. However Southlakelandcampers.co.uk cannot accept responsibility for the loss of, or damage to the vehicle or its contents however caused.

Prohibited use of the Vehicle

You are authorised to drive the vehicle on the conditions in this document including, at all times, to use the vehicle in a responsible manner. If you do not comply with these conditions, you will be liable to Southlakelandcampers.co.uk for any liability or loss incurred by us or any damages or reasonable expenses we suffer or incur as a result of your breach. You may additionally lose the benefit of any waivers or insurance selected by you. Southlakelandcampers.co.uk reserve the right to take back the vehicle at any time, and at your expense, if you are in breach of this agreement.

You must look after the van, make sure it is locked, secure and parked in a safe place when not in use. You must use seat belts, childseats and other child restraints as appropriate.

Loss or Damage

You will be liable to Southlakelandcampers.co.uk for all losses and costs incurred by Southlakelandcampers.co.uk in the event of loss, damage to or theft of the vehicle, its parts or accessories, while on rental 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 you or your party.

Your 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 Southlakelandcampers.co.uk costs for handling any claim arising from damage caused to the vehicle unless responsibility for the damage lies with Southlakelandcampers.co.uk or has been determined by a third party or their insurers to lie with the third party. You will not be liable to Southlakelandcampers.co.uk for any charge or excess if the loss or damage is directly due to our negligence or breach of this rental agreement.

You 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.

Accidents, theft and vandalism

You must where possible, report any traffic accident involving the vehicle to the police (and Southlakelandcampers.co.uk) immediately and report loss, damage or theft involving the vehicle to the police (and Southlakelandcampers.co.uk) within 24 hours of the incident or discovery of the incident. You will need to return to Southlakelandcampers.co.uk, at your own cost, but preferably with the Breakdown service returning the van. You must not admit to any liability, release any party from liability, settle any claim or accept any disclaimer in the event of the accident, but should take the names and addresses of everyone involved, including witnesses.

An accident or theft report form must always be completed and submitted to us when you return the vehicle. In the event of theft, you must return the keys to us. Southlakelandcampers.co.uk will not refund the hire charge for any days you lose use of the vehicle due to an accident, theft or vandalism. Southlakelandcampers.co.uk cannot accept liability for any costs arising from accident, theft or vandalism e.g. replacement vehicle costs, travel, accommodation, phone calls. You agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings arising out of any loss of or damage to the vehicle.

Liabilities

Hirers are personally liable for all road tolls, fines and legal penalties (e.g., parking tickets, speeding) which are incurred during the period of the hire. Any charges subsequently notified to Southlakelandcampers.co.uk, will be immediately invoiced to the hirer and we will require payment within 14 days. If we are still holding your deposit at this time, we will deduct this sum from that deposit. By signing this agreement, you agree to accept this. The hirer is liable for any losses or damage caused by the hirer and his/her group and Southlakelandcampers.co.uk 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 – you are 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 Southlakelandcampers.co.uk from any liability, caused by damage to overhead or overhanging objects and subsequent damage to third parties and their property.

You must use the vehicle and its contents responsibly and comply with our instructions and health and safety guidelines. Where no instructions or advice or guidelines are given you must assume that 'normal' and 'common sense' rules apply.

Breaches of these Terms and Conditions

If you commit a breach of these Terms and Conditions Southlakelandcampers.co.uk will have the right to terminate your booking and if you are already in the van, we may require you to vacate it immediately. A breach of these Terms and Conditions includes, without limitation, failure to comply with our instructions (about how to use the van), or health and safety advice or circumstances where your behaviour, or that of your guests, is likely to have a significant adverse effect upon the van or people or property in the vicinity. In the event of you committing a breach of these Terms and Conditions no refund of the fees you have paid will be returnable to you. You will also be liable for any costs incurred in returning the van to Southlakelandcampers.co.uk.

Our Liability to You

We will not be liable for any loss or damage suffered by you or any member of your party or to your or their property, except where such loss or damage is due to our negligence. If we are negligent our liability to you 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 our negligence, our total liability to you in respect of any breach of these Terms and Conditions or other act or omission by us in connection with this contract shall be limited in aggregate to the price agreed to be paid by you for the right to use the van for the period agreed.

Where you are a customer acting in the course of a business, this paragraph condition shall apply instead of the one above. We do not accept liability to customers 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 our negligence, the maximum limit of our liability to business customers, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be the price agreed to be paid by you for the right to use the van for the period agreed.

Whole Agreement

These Terms and Conditions override and supersede all previous versions and any previous course of dealing between the parties and incorporate the whole agreement together with any insurance conditions notified to you at the time of hire or collection. In the event of any inconsistency between these Terms and Conditions and any other of our literature, whether found in our brochure or on our website or otherwise, the provisions of these Terms and Conditions will prevail. If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

Personal Data

When you book our van, we collect personal information such as your name, email address, home address, telephone number, credit or debit card number, security code and the card's expiry date. This allows us to book the van and insurance for you. We reveal your identity information to our insurance company. We may use the information that we collect to occasionally notify you about news and information we think you may find valuable, please notify us if you do not want any further correspondence from us.