

# Terms and Conditions

## **Definitions & Interpretation**

**T&C** - Terms and Conditions

**Camper –** The VW campervan hired to you under this agreement & specified in the booking confirmation which you will have received.

**Hire** – Period for which you request to hire the camper as per booking confirmation. **You/Your/Hirer** – The person(s) signing this agreement as hirer of the camper, who completed the original booking form, or on whose behalf it was completed.

**We/Our/Us/LC**- John Richardson & Tracey Holdsworth partnership trading as Liberty Campers, Unit 1A, Ashlands Trading Estate, Ilkley LS29 8JT.

**Security Bond** – The sum of £750 which will either be left with us at the time of hire, in the form of cash or card details with all the necessary information to take charges as agreed within these T&C. Every attempt will be made to discuss the charges, we reserve the right to take the charges from the card/cash given, receipts and a list of charges will be provided and photos where possible.

**Camper Hire** – We hire the camper to you subject to this agreement (comprising of the booking form, these T&C, the insurance policy which covers the vehicle, the camper interior and equipment of LC with the hire). By signing the booking form you are agreeing to comply with the terms of agreement between you and LC.

**Vehicle Insurance** – only drivers agreed (in writing) by LC may drive the camper. Without all this information hire will be refused to drive the camper.

All **drivers must and agree to be responsible** for the £750 excess (25-75 yrs) or £1000 excess (23-24 yrs) in any such event.

- Provide a current valid driver's licence ID card
- Be aged between **23-75** yrs
- Have had a valid UK or EU licence for 2 years
- Not have had their **licence suspended** within the last 3 yrs
- Not have more than 2x 3points current
- Not have obtained any of the following convictions BA, DD or UT
- Provide 2 utility bills stating the same name and address which appears on the driver's licence ID card. An alternative could be 1 utility bill and one of the following - Bank statement, HMRC, Wage slip or Pension communication.
- Any claims within the last 3 yrs must be notified to the insurance company
- You sign the booking form to declare that you are in good health, meaning you
  have no mental or physical disabilities that would interfere with your ability to
  drive (such examples may be stroke/deafness/heart condition/diabetes/poor sight/
  epilepsy/under the influence of drugs or alcohol) and continue to drive with only
  good health throughout the hire.
- Sign the booking form
- The insurance company hold the **right to make changes** without notice therefore some of the above details may alter slightly but you will be notified on booking of any alterations to the above agreement.

If you **fail to provide** us with **accurate information** your insurance may be invalid and in which case you will be liable for all losses / damages sustained during the hire

period including claims by third parties. This insurance does not cover your own personal belongings.

If any third party suffers death, personal injury or damage to property caused by use of the camper that involves a breach by you, or any authorised driver of any of the T&C of this agreement or by reckless or negligent act by yourself, you agree to indemnify us, if we have to compensate: (a) the insurers for any costs they make to a third party on your behalf; and / or (b) any third party.

#### **Hirer's Excess**

The hirer is responsible for a standard **excess of £750 or £1000** (depending on age, see above) in case of accidental damage, fire, theft or third party damage to the camper or if any specially arranged excess from the insurance company due to exceptions apply from the above vehicle insurance regulations, you will be notified of this at the time of booking. The hirer is fully liable for windscreen, window, tyre and undercarriage damage. Any claim made with the insurance company on your behalf will go through as a claim with the driver's name at the time of the incident against their NCD. If there is more than one driver and confusion about this LC will take the funds from the security bond given regardless of blame.

Security bond – The provision of a security bond of £750 (25-75 yrs) or £1000 (23-24 yrs) will be taken at the time of hire.

This will only be used in rare circumstances to cover accidental or deliberate damage to either the camper exterior and or interior and other costs incurred as a result of the hire.

The security bond will be in the form of Debit/Credit Card details or £750 - £1000 cash. We will require the card number, expiry date, postcode, house number and security code (3 digits). If funds are held they will be refunded within 7 working days of the end of rental period so long as the T&C of the rental are met and that the costs have all been itemized, if this is ongoing we may have to wait until everything is finalised. Labour charges may apply for any repairs or work carried out to put the camper back to hire standard, as you received your camper. Every attempt will be made to discuss the charges, we reserve the right to take the charges from the card/cash given as the security bond on the day of hire, receipts and a list of charges will be provided and photos where possible, this will usually be by the way of email.

# **Payment and Cancellation**

All prices include VAT at the standard rate. A **non-refundable deposit of £150** is required at the time of booking which secures your booking. The amount of non-refundable deposit may differ for 2 weeks hire, this will be discussed at the time of booking. The **balance is due 6 weeks prior** to rental start date, or the full amount if within 6 weeks. Cancellations before 6 weeks - there is no refund of the £150 deposit and nothing more is owed from the hirer. For cancellations post 6 weeks before the hire date are subject to the full hire charge. If this is not paid within the  $6^{th}$  week prior to the hire we have the right to re-offer this hire period. Every effort by way of communication already used will used to advise the hirer of the situation. However if we are able to re-sell the hire period a part refund or refund may be given, excluding the £150 non-refundable deposit, this would be at our discretion.

#### **Charges of hire**

The charges stated on our booking form / invoice cover you for the use of the vehicle during the hire period. Late return outside this period unless authorised will be charged, please also be aware that the camper will not be insured. These charges will

all depend on the costs incurred to LC as a result of the late return of the camper with regards to the subsequent hire or future bookings.

Hirer rental restrictions & hirer using the camper guidelines – costs may apply

- You are authorised to drive the camper within the conditions in this agreement and must at all times **use the camper in a responsible manner**. As a result of not complying with these T&C and costs are incurred by us or any other 3<sup>rd</sup> party the hirer is liable. We also reserve the right to take back the camper at any time at your expense if you are in breach of this agreement
- You must have **completed and signed the booking form** and provided all the documentation required to set up the vehicle insurance
- No one-way rentals
- Must not sublet the vehicle
- Must not ignore warning lights on the camper, you will be responsible for any repairs incurred as a result of ignoring any warnings
- No smoking in either the camper or awnings
- Passengers are **limited to the capacity** of the camper as per seat belts fitted. It is your responsibility to provide and fit safe child seats where necessary
- 2 adults & 2 children or 3 adults may sleep in the camper at any one time
- Responsible fuelling the camper, Diesel for the modern and unleaded for retro
  whilst out on hire. You are liable for all costs incurred and any damage to the
  engine and camper as a result of incorrect fuelling
- May not use the camper to carry goods or hire and reward
- Stay within England, Wales or Scotland and is not allowed outside these countries or in to any sea ports, unless agreed with LC at time of booking
- May not use the camper to **tow any trailer** or other vehicle, unless authorised in writing at time of booking with the **exception of LC bike rack**, hire charges to hire the rack will apply. **Bikes are not allowed to be carried in the camper**
- Must not leave keys in the ignition
- Responsible for loss of keys
- Responsible for not driving under the influence of alcohol and or drugs according to the law
- Must not drive the camper off public roads (including beaches & sea ports) apart from within recognised campsites
- must not submerge the camper in (salt) water
- Responsible to report theft of the camper to the police and LC (John 07904 190830) immediately or at time of discovery
- Responsible for any traffic, parking or other vehicle regulations
- May not use the camper to take part in contests, rally, races or such like
- Responsible to report damage, accident or incident directly to LC (John 07904 190830) immediately or at time of discovery of the incident. Photos of any incident could prove useful
- Responsible to return the camper with a full tank of fuel the same as it was on collection (£10 admin will apply plus cost to fill receipt will be provided)
- Return the camper clean and in the same condition as when collected, charges of £15 per hour will apply
- The toilet must be emptied and cleaned, if not a £10 charge will apply
- Cooking appliances and utensils must be clean for use, charges may apply
- The camper must be **returned within the time stated on the booking form**, if not a late charge of £25 per hour will apply. It is not fair to be late for the next hire. Please note that the camper is **not insured outside the contract of hire**.
- Carry any object or substances which due to their condition or smell may harm the camper or delay our ability to rent the camper for the next hire

- Pets by prior arrangement at time of booking and the charges agreed. All
  damage caused by pets irrelevant of value exceeding £750 bond will be fully
  charged
- It is possible to have **more than one driver**, to set this up with the insurance company we will require exactly the same copy documents (as above) for all drivers. No driver is insured unless LC have agreed with you in writing.

Choice of camper – although LC would like you to take the camper you have been assigned sometimes it is out of our control, unforeseen circumstances don't allow this, could simply be a safety issue we reserve the right to provide you with a **suitable** alternative, without notice (it's not always possible). Should a substitute not be available (very rare) our liability is limited to a full refund of payment we have received from you for this said hire. We will not have any other liability to you. We reserve the right to refuse or to terminate any hire in our absolute discretion.

### Your own personal Holiday Insurance

Please make sure you have appropriate holiday insurance to cover any eventualities. Your contents are not insured by LC. There will be no refund in the event of early return e.g. illness, accident, theft. In the unlikely event of breakdown where the camper cannot be repaired for use, every effort will be made to provide a similar camper. We cannot accept responsibility for missed functions due to breakdown.

LC cannot be held responsible for adverse weather conditions affecting any hire.

## Fines and Liability incurred during your hire

Drivers are responsible for any legal penalties e.g. parking fines, speeding tickets, incurred during the hire period. These charges may be taken by way of the security bond or passed directly to the hirer.

#### Maintenance by the hirer

Hirer will be responsible for regular oil and water checks and stop and react to any dash warning lights. Hirer must provide receipts for any repairs incurred which you will have discussed with LC before any work is started on the camper. You will be advised on collection any necessary advise for oil and water checks that will be deemed necessary within the agree hire time and mileage. If you exceed the agreed time hire and mileage you will be responsible for any maintenance checks as detail above.

#### **Contact us**

In the event of any problems contact John 07904 190830 24 hrs.