



# Terms and Conditions

## Definitions & Interpretation

**T&C** – Terms and Conditions

**LC** – Liberty Campers

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

**Motorhome / MH / Vehicle** – The motorhome hired to you under this agreement & specified in the booking confirmation/form which you will have received.

**Hire** – Period for which you request to hire the vehicle as per booking confirmation/form.

**You/Your/Hirer** – The person(s) signing this agreement as hirer of the vehicle, 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 or £1000 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 / Motorhome Hire** – We hire the vehicle to you subject to this agreement (compromising of the booking form, these T&C, the insurance policy which covers the vehicle, the vehicle interior and equipment of LC with the hire). By returning and or 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 vehicle Without all this information the hirer will be refused to drive the vehicle

All **drivers must and agree to be responsible** for the £750 excess for the vehicle insurance (25-75 yrs) or £1000 excess (23-24 yrs) in any such event and the hirer is **personally responsible** for all damage to the interior of the vehicle for the **full and complete repairs** to put it back into the condition it was received on handover.

All drivers must comply with the following:-

- Provide a current **valid drivers'** licence ID card on the day of hire
- Be aged between **23-75** yrs T6 & Motorhome, **25-70** yrs for the retro
- 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, proof must be given
- Not have obtained any of the following **convictions** BA, DD or UT
- Provide **2 utility bills** (Gas, Electric, Water, Rates) stating the same name and address which appears on the drivers licence ID card. An alternative could be 1 utility bill and one of the following, BT, Virgin, Sky, Internet, Credit Card, Bank or Mortgage statement or HMRC
- **Any claims** within the last 3 yrs must be notified to the insurance company, stating value and dates of the claims
- 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 detail 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 do not cover your own personal belongings.

If any third party suffers death, personal injury or damage to property caused by use of the vehicle 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 vehicle 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 drivers' name at the time of the incident against their NCD. If there are more than one driver and confusion about this LC will take the funds from the security bond given regardless of blame. By signing the agreement you also agree for LC to share your information with the insurance company or anybody or company who sends LC charges incurred whilst on hire with you.

**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 as stated above.

This will only be used in rare circumstances to cover accidental or deliberate damage to either the vehicle exterior and or interior and other costs incurred as a result of the hire. Please note you are responsible for any / all damage to the interior of the vehicle, this could exceed the security bond given.

The security bond will be in the form of Debit/Credit Card details or 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 hire 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 vehicle back to hire standard, as you received the vehicle at handover. 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**

A **non-refundable booking fee of £150** is required at the time of booking which secures your booking. The amount of non-refundable booking fee may differ for 2 weeks hire, this will be discussed at the time of booking. The **balance is due 6 weeks prior** to hire start date, or the full amount if within 6 weeks. Cancellations before 6 weeks, there is no refund of the £150 booking fee 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<sup>th</sup> 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 booking fee 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 vehicle may not be insured. These charges will all depend on the costs incurred to LC as a result of the late return of the vehicle with regards to the subsequent hire or future bookings.

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

- You are authorised to drive the vehicle within the conditions in this agreement and must at all times **use the vehicle in a responsible manner**. As a result of not complying with these T&C and costs are incurred to LC or any other 3<sup>rd</sup> party the hirer is liable. We also reserve the right to take back the vehicle 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 vehicle, you will be responsible for any repairs incurred by as a result of ignoring any warnings
- No **smoking** in either the vehicle or awnings
- Passengers are **limited to the capacity** of the vehicle 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** or 2 people in the MH at any one time
- Responsible for **fuelling the vehicle**, Diesel for the modern & MH and unleaded for the retro whilst out on hire. You are liable for all costs incurred and any damage to the engine and vehicle as a result of incorrect fuelling. The vehicle is full at handover and must be returned full
- May not use the vehicle 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 vehicle 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 vehicle**
- 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 vehicle **off public roads** (including beaches & sea ports) apart from within recognised campsites
- must not **submerge the vehicle in (salt) water**
- Responsible to report **theft** of the vehicle to the police to the police and LC (John 07904190830) immediately or at time of discovery
- Responsible for any **traffic, parking** or other **vehicle regulations**
- May not use the vehicle to **take part in contests, rally, races** or such like
- Responsible to **report damage, accident or incident** directly to LC (John 07904190830) immediately or at time of discovery of the incident. Photos of any incident could prove useful
- Responsible to return the vehicle with a **full tank of fuel** the same as it was at handover (£10 admin will apply plus cost to refill – receipt will be provided)

- Return the **vehicle clean** and in the same condition as when you received it at handover, charges may apply £50 per hour or thereof
- The **toilet** must be **emptied and cleaned**, a £10 charge will apply, if applicable
- Cooking appliances (**oven, hob, fridge**) and **utensils must be clean** for use, charges may apply, £50 per hour or thereof, if applicable
- The **shower** must be cleaned, charges may apply, £50 per hour or thereof, if applicable
- The vehicle must be **returned within the time stated on the booking form**, if not a late charge of £50 per hour will apply, to cover the added insurance and other costs which may apply. It is not fair to be late for the next hire. Please note that the vehicle is **may not be insured outside the contract of hire**.
- **Carry any object or substances** which due to their condition or smell may harm the vehicle or delay our ability to rent the vehicle 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**, all drivers must provide their driving licence details as noted above in the 'vehicle insurance' and agree for us to share their details with a 3 party ie insurance company or any claims made against the vehicle /driver whilst on hire with you.

**Choice of vehicle** – although LC would like you to take the vehicle 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 vehicle cannot be repaired for use, every effort will be made to provide a similar vehicle. 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. We also reserve the right to pass on your details if such an incident occurs.

#### **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 vehicle. 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 07904190830/1 24 hrs or email [john@libertycampers.co.uk](mailto:john@libertycampers.co.uk)