

Snowdonia Classic Campers



Rental Agreement

Terms and Conditions of Booking and Hire

Definitions

Except where otherwise stated the following words have the following meaning in this Agreement:

"We / us / our" – Snowdonia Classic Campers

"You / your / hirer" – The person(s) signing this agreement and/or accepted the Terms and Conditions when booking online.

"the van" – This means the campervan hired to you under this Agreement and described in the Rental Vehicle Agreement, including all tyres, tools, accessories and equipment, and any optional accessories and equipment taken out at the time of hire.

"The Agreement / the Rental Agreement / Terms and Conditions" – This agreement and any document expressly referred to in this agreement. It includes the Hire Drive Proposal and Rental Vehicle Agreement.

"Security deposit" – The sum of £500 (or another agreed sum) as detailed below paid by bank transfer, debit or credit card.

"Booking deposit" – a non-refundable sum of £75 paid at the time of booking

1. The Rental

1.1. This Rental Agreement is made between Snowdonia Classic Campers of:

Pantmawr, Pantglas,
Garndolbenmaen,
Gwynedd, LL51 9DX

And the person(s) signing this agreement and/or accepted the Terms and Conditions when booking online.

1.2. Snowdonia Classic Campers hires the van (including any replacement vehicle) to you subject to this Rental Agreement which incorporates these Terms and Conditions and the information and conditions contained on the booking form that you completed and agreed online or the booking summary that you agreed to via email or signed on paper. In entering into this Rental Agreement, you accept these Terms and Conditions and confirm that you strictly comply with them. The rights and obligations contained in these Terms and Conditions govern your use of our van and are not transferable by you. You acknowledge that the van is owned by us and that any attempted transfer or sub-letting of the van is owned by anyone other than us is prohibited and a criminal offence. We permit you to use the van on the terms of this Rental Agreement only.

2. Booking

2.1. To secure your booking the van hire booking form must be completed online or if the booking is made by email or by phone, the booking form is agreed by you via email or signed on paper with a booking deposit.

2.2. On receipt of your booking form we will write to you to confirm that you understand and agree to the Insurance driver requirements and Terms and Conditions. You will need to confirm in writing that you agree to these terms within 3 working days. If you do not wish to proceed with the hire, we will refund your booking deposit but there will be a £10 admin charge. If we do not hear from you your booking deposit will be non-refundable and our terms and conditions including cancellation policy will apply from this point onwards.

2.3. This Rental Agreement shall have effect on receipt of the booking form, the signed Terms and Conditions (or Terms and Conditions confirmed as agreed online), your booking deposit, and receipt of written confirmation by us.

2.4. The balance of the hire charge (full charge less deposit) is due 28 days (4 weeks) before the start of the rental period. If your booking is made less than 28 days (4 weeks) before the hire period, then the full amount is payable at the time of booking.

2.5. The Hire Drive Proposal and Rental Vehicle Agreement will need to be completed and signed, and security deposit paid prior to the collection of the van.

3. Security Deposit

3.1. The security deposit is refundable on the safe return of the van, in the condition in which it left our premises subject to an inspection satisfactory to us with the fuel refilled to its agreed pre-hire level. The security deposit must be paid to cover the possibility of damage (whether negligent, wilful, accidental or otherwise) or loss to the van or the fixtures and fittings therein or the living equipment and windows, wheels, tyres, etc. included with the van or any third-party property

3.2. An inspection will be carried out upon the return of the van in your presence where time permits, however, we reserve the right to complete the inspection after your departure but prior to its next use. In these circumstances, the mileage will be recorded and agreed by both parties.

3.3. Your security deposit will normally be refunded within 5 days of the end of the rental period. Should there be any damage or requirement for any repair, replacement or special cleaning, the costs will be deducted from the security deposit before the balance is returned to you. You irrevocably authorise us to deduct from the security deposit any amounts due to us arising out of this Agreement. If we are not holding your card information, then you agree irrevocably to pay all charges upon request. In the event that there is a claim we reserve the right to retain the security deposit for such long a period as is necessary to quantify the charges incurred which are to be deducted from the deposit.

3.4. Where the security deposit is insufficient to cover the insurance excess and costs for damaged equipment, fixtures and fittings, living equipment and windows, wheels, tyres etc included with the van, you will pay any additional amounts due. These will be invoiced as appropriate.

3.5. Where charges are incurred which result in your security deposit being debited, we will provide you with an itemised invoice detailing the charges incurred by you. **Your signature below gives us permission to deduct all charges from your card within 7 days of the issue of an invoice.** If we are not holding your card information, then you agree to pay all charges upon presentation of the invoice.

4. Cancellation

4.1. In the event of a cancellation the following applies:

- Cancellations over 28 days (4 weeks) before the start of hire – loss of the booking deposit
- Cancellations over 14 days (2 weeks) but less than 28 days (4 weeks) before the start of hire – loss of 50% of the total cost or the booking deposit, whichever is greater
- Cancellations less than 14 days (2 weeks) before the start of hire – loss of 100% of the total cost

4.2. Booking dates can be changed up to 28 days (4 weeks) before the hire period commences. A new hire period can be selected on one occasion only. If you change your booking date, we will only honour booking deposits for a period of 12 months from receipt after which time the booking deposit is forfeited.

5. Cancellation of hire due to COVID-19 Pandemic

5.1. In the event you are unable to travel due to Government imposed restrictions, you may:

- Take a credit note for the monies paid. The credit note is valid for 18 months from the original date of hire, and is non-refundable, non-transferable or exchangeable
- Cancel your hire in accordance with the T&C of the standard cancellation policy in section 4.

You are advised to take out your own personal travel insurance to cover trips being cancelled, shortened due to illness or lengthened due to having to self-isolate after falling ill while on holiday.

6. Choice of Van

6.1. Although we want you to have the van of your choice, we must allow for unforeseen circumstances. We reserve the right to provide you with a suitable alternative, without notice, upon collection. Should a substitute not be available, our liability is limited to the full refund of the monies received by us. We will not have any other liability to you.

6.2. All rights are reserved by us to refuse any hire if in our reasonable opinion you are not suitable to take possession of the vehicle.

7. Collection

7.1. You can collect your van between 3pm and 5pm on the first day of your hire. No van can be collected outside these hours without prior arrangement. In the unlikely event, we need to delay your collection time we will notify you as soon as possible using the contact details on your booking form.

7.2. When you arrive to collect your van, please ensure you allow at least an hour for us to show you around the van, how to drive the van, how to operate the cooker, roof, camping gas, and other accessories and to brief you on our Health and Safety Guidelines. We will also need to complete the paperwork in that time. You will also need time to load your luggage into the van.

8. Return

8.1. Please return the van by the agreed time on the Rental Vehicle Agreement form. Please allow sufficient time to get back to our base so that you do not push the van too hard trying to get back in a hurry.

8.2. If at any time we have agreed that you may return the van to a place other than our premises, or if we have agreed to collect it, you will remain fully responsible for the van until it is collected by us or the breakdown recovery company. You are responsible for any costs incurred in returning the van to our premises should you abandon the vehicle.

8.3. We will not refund the hire charge if the van is returned prior to the return date due to weather, personal circumstances or any other reason whatsoever.

8.4. Upon return, a check will be undertaken to identify any potential malfunctioning of the vehicle or its equipment, fuel level or any other relevant matter requiring attention.

9. Late Return

9.1. You must notify us immediately if it becomes obvious you are going to be returning your van later than the agreed time. We reserve the right to apply a late charge of £25 per hour or part of the following hour you are late. Should the late return of the van make us liable for extra costs, we reserve the right to pass on these costs to you.

9.2. Charges and costs for late return will be deducted from your security deposit. By signing this Agreement, you agree to us making these deductions. Should the late return be due to accident you will be liable for any revenue lost due to the van being unavailable for hire.

9.3. Failure to return on time may mean you are driving the vehicle while uninsured for which you are responsible for.

10. Insurance

10.1. The vans all have comprehensive insurance for the first and any other named drivers. Insurance is only for our van. The interior equipment and other items as specified in the Campervan Handbook are not covered by the Insurance and any damage will incur costs.

10.2. You must provide true and complete information for our insurers as requested on the Hire Drive Proposal at least 10 days before the hire period commences. If you make your hire booking less than 10 days before the hire is due to commence, all information required by the insurance company must be provided at the time of booking. This is to ensure that the insurance company can confirm they are willing to insure your chosen driver(s). Failure to provide this information within the time specified may result in us being unable to proceed with your booking. Should you fail to provide the required information in time and your booking is cancelled as a consequence, our policy on cancellation fees as set out above applies.

You are advised to take out your own personal effects and travel insurance to cover items not part of the insurance, last minute cancellations etc.

10.3. Our insurance policy protects us and any authorised driver against legal claims from any other person or for death or personal injury or damage to any other person's property caused by use of the van on the road, on condition you report all such incidents to us during the rental period or on return of the van (and you are using the van 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 van 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, or our Health and Safety Guidelines, 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. The Terms and Conditions of our insurance company can be supplied on request or can be viewed at our premises.

10.4. Our insurers may increase the excess payable by you if you are under 25 or over 70, hold a foreign licence, have driving offences on your licence or have criminal convictions. We will inform you before the hire period commences of any increases in the excess the insurance company intends to make, and your security deposit will be altered accordingly.

10.5. If an insurance claim is made, you are responsible for a £500 excess (or excess of a greater amount if you are notified before the rental period commences about such change to the excess due) 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.

10.6. The Insurance does not apply to tyres, wheels, windows, the underside, the roof and the interior of the van, towing charges, or where the van is driven off road or on unsurfaced roads or without due care and attention, negligently, recklessly or where the driver is under the influence of alcohol or other drugs. Your liability to pay the cost of the damage will therefore not be waived in these cases and you may be liable for the full cost.

11. Driver Requirements

11.1. Drivers must be over 25 years of age and under 70, in good health and hold a full driving licence. "Good Health" means 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 must not be taking drugs likely to affect your driving or drugs prescribed by a registered medical practitioner for treatment of drug addiction.

11.2. You and the named drivers will need to have held a UK, EU, USA, Canada, New Zealand, Australia and South Africa driving licence for at least two years, must NOT been involved in more than 1 motoring accident or claim in last 5 years and must NOT have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their licence endorsed or suspended or more than 6 penalty points imposed.

11.3. Prior to your rental, we will require copies of your driving licence(s), an online DVLA check result / print out plus two current forms of address identification of which one must be a utility bill the second could be separate utility bill, bank statement, landline bill, HMRC tax document, council electoral roll, etc.. (excluding mobile phone bills) dated within 90 days of the hire start date which confirm the address on your driving license. This is required for all those who intend to drive the van. A maximum of 3 drivers per rental is allowed.

11.4. On collection, you'll need to bring your driver's license, plus a current forms of address identification (e.g. passport, bank statement or utilities bill). We will need to run a DVLA check on your licence if we haven't already for which you will need your National Insurance number.

11.5. The van shall be driven only by you or any other person who has first been authorised by us, for which you have completed and signed a Hire Driver Proposal. Such proposal shall be forwarded on request to the Insurers. Failure to provide accurate information may invalidate the insurance and render you liable for all losses howsoever sustained including claims by third parties.

11.6. You warrant that all information supplied to us in connection with this agreement is true and complete. In particular, on collection of the van you warrant that information supplied with the original booking has not materially changed, including but not limited to the number of points on a driver's licence.

11.7. You cannot drive away a van without us having sight of your driving licence(s) and ID documents.

12. Occupancy

12.1. You must inform us on the booking form or subsequently in writing 10 days before the start of the rental period 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.

13. Fuel

13.1. On collection, we will agree the fuel level with you. You need to return the van refilled to that same level at the end of the hire. An administration charge of £5, plus the cost of the missing fuel will be deducted from your security deposit if the van is returned with missing fuel. No refunds will be given if the van is returned with more fuel than the agreed pre-hire level.

13.2. **The vans use unleaded petrol.** You will be liable for any costs incurred as a result of the wrong fuel being used.

14. Our Obligations

14.1. We will supply the van to you in good overall and operating condition, complete with all necessary documents, parts and accessories. You agree to return the van 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 or sooner upon demand by us. Failure to do so may result in further charges becoming due and payable by you.

15. Condition

15.1. You and we will check the condition of the van at the start of the rental term and on return of the vehicle. You acknowledge receipt of the van which appears, upon visual inspection, to be in good, clean condition and sound working order on collection. It is your responsibility to check the van for existing damage, upon collection of the vehicle and to inform us of such before you depart.

16. Charges

16.1. If, on arrival to collect your van, your licence is unacceptable due to endorsements or defacement, you will be unable to hire the van and no monies will be refunded to you.

16.2. The charges stated on the rental invoice reflect your use of the van during the rental period and include basic hire charges, insurance, charges for any optional or ancillary services chosen by you, and any applicable taxes at the prevailing rate. Additional charges may arise from your use of the van during the rental period, and may include (but are not limited to) loss of or damage to the van and its contents during the rental period and/or until the van is examined, the insurance excess, refuelling service charge and fuel cost, any late return charge, any additional driver charge, any pet damage charge, extra cleaning charge and any road tolls or fines for charges arising from traffic or parking offences during the rental period. All charges are subject to final calculation within 14 days of the end of the rental period.

16.3. In some cases, we will incur additional charges if the drivers to be insured have traffic convictions, or are using a foreign driver's licence or works in what our insurers consider to be a high-risk occupation or is aged younger than 25 or older than 70, or has criminal convictions, or any physical or mental conditions which may inhibit driving, or has had an accident in the previous 5 years. These charges will be passed to you and will be notified in advance.

17. Payment of Charges

17.1. All charges and expenses payable by you under this Agreement are due on demand by us. If you do not pay all charges due, a late charge of 1.5% per calendar month on the outstanding balance and any collection costs incurred by Snowdonia Classic Campers, including reasonable legal fees, will be added. When you comprise more than one person, each person is jointly and severally liable for all obligations of you pursuant to this Agreement.

18. Extent of Hire

18.1. Mileage is unlimited but we would ask that you respect the age of the vehicle and you remain within the counties of Gwynedd, Anglesey, and Conwy. These vehicles are not suited to long motorway journeys. If you would like to go farther afield, please let us know and we will consider your request. Due to the age of the vehicles it is advisable to break long journeys into shorter intervals so not to put too much strain on the vehicle's engine and mechanics.

19. European Travel including Ireland

19.1. The hire of the van is for mainland UK only. The van **cannot** be taken to a European country or Ireland.

20. Breakdown

20.1. If you have any difficulties, you must report these **immediately** to us. In the event of breakdown, recovery or repair services will be provided. All our vans have a Recovery Service. If you incur any minor repair bills (reasonably incurred rectifying mechanical failure) we will reimburse you up to £50. This will not include repairs to the water system, refrigerator, heater and audio equipment. Just produce your valid receipt on the completion of your hire (provided the hirer was not directly responsible for any damage). Repairs costing in excess of £50 must be authorised by us PRIOR to the work being undertaken.

20.2. A replacement van may be offered but this will be subject to availability. Our 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. You will need to return to our premises, preferably with the Recovery Service returning your original van, to collect a replacement

vehicle, if one is available. If you have caused the breakdown through your own actions, you will be liable for all costs incurred and we will not refund you any unused days of hire. If you have broken down, you must remain at a safe distance from the van until the Recovery Vehicle arrives. You may not abandon the van at the roadside. You must hand over the keys to the authorised Recovery Vehicle Driver. If you abandon the vehicle, we will deduct any transport and labour costs incurred in returning the van to our premises and any costs arising from loss or damage to the van whilst it is unattended from your security deposit.

21. Accidents, theft and vandalism

21.1. You must, where possible, report any traffic accident involving the van to the police (and us) as soon as practicable and report loss, damage or theft involving the van to the police (and us) within 24 hours of the incident or discovery of the incident. Our insurance requires that 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, if possible, take the names and addresses of everyone involved, including witnesses, car registration numbers, together with all the details of the accident, time, place, how it came about, damage to vehicles etc. If you have a camera, take photos of the scene. Please do not move the vehicles before the police arrive, as long as keeping them in situ is a safe thing to do.

21.2. An accident or theft report form must always be completed and submitted to us when you return the van or within 3 days of return of the vehicle, containing all the above information, plus diagrams if possible. In the event of theft, you must return the keys to us where possible. You agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings, providing evidence and attending court if necessary, arising out of any loss of or damage to the vehicle.

22. Care and Maintenance of the Van

22.1. If there is damage or breakdown caused by your own actions, you will be liable for the cost of repair/replacement. This could be such things as:

- pushing the engine too hard
- putting diesel in a petrol engine or vice versa
- burning out the clutch.

22.2. This list is not exhaustive. You must take all reasonable and practicable steps to properly and safely maintain the van including regular checks on; batteries, engine oil and other gauges, bulbs and tyre pressures and condition when driven more than 100 miles, refilling or replacing as necessary.

22.3. 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 or any unusual noises or visual signs, you will be liable for any transport costs, repairs required or even the cost of a replacement engine.

22.4. Tyres - you agree that the tyres on the van are visibly sound and appear within legal limits. Any damage or repair to tyres is your responsibility, unless it can be shown that damage is due to invisible defects in the manufacture of the tyre which are covered by a manufacturer's warranty, in which case we may reimburse you. For any reimbursement, you must: a) Return the defective tyre to us for inspection and return; b) Produce appropriate receipts; and c) Accept the decision of the manufacturer as to whether reimbursement is made.

22.5. Keys - in the event that keys are lost or damaged you will be liable for the reasonable costs of replacement keys, and any costs associated with providing the keys to you during the hire period. You must lock the van at all times when not in use.

23. Health and Safety

23.1. You must follow the **Health and Safety Guidelines** when operating the van and its appliances and when using any equipment in the van or awning/tent or bike rack. The instructions for using the van and its accessories and facilities including the Health and Safety Guidelines are provided to you upon receipt of the van verbally and are to be found in the Campervan Handbook in your van.

24. Seat Belts, Booster and Baby Seats

24.1. You are permitted to only transport as many persons as there are seat belts in the van. You are legally responsible for obtaining and using an appropriate child or baby seat. Visit <https://www.gov.uk/child-car-seats-the-rules> for further information. A buddy or fold-down seat is not to be used when the vehicle is in motion.

25. Pets (Dogs)

25.1. Due to the size of the van we will only permit a maximum of 2 medium size breed dogs or 1 large dog. Dogs must be disclosed on our booking form, there is a charge of £25 per hire.

25.2. Any damage, however caused by your animals, will be charged to you. Dogs must never be left alone or unsupervised in the van or awning/tent.

25.3. You undertake to comply with current law concerning the carriage of animals when travelling in the van at all times.

26. Camping Gas

26.1. Camping gas is provided for the cooker and in some cases a heater. You should have enough gas to last the duration of your holiday but if you should run out, we will meet the cost of a re-fill on production of a valid receipt. We will not pay for an incorrect size or make of gas cylinder and will charge you £70 for replacing the incorrect size or make of gas cylinder. This will be deducted from your security deposit.

26.2. It is the responsibility of the hirer(s) to ensure the door to the gas safety locker is correctly closed and the gas is turned off at the bottle prior to sleeping and whilst driving.

27. Smoking

27.1. It is illegal to smoke inside our vans or awnings/tents. You will be liable for any damage or smoke contamination caused to the van, the awning/tent or their contents through smoking.

28. Drinking Water

28.1. We cannot be held responsible for the cleanliness of drinking water obtained from various campsites and you are advised to check this with the site owners on arrival. The water stored in the van is not drinking water.

29. Return of items left in the van

29.1. We will be happy to return your belongings left in the van at an administration-charge of £5 plus postage and packing per item. This will be deducted from your security deposit or invoiced as necessary.

30. Your Car

30.1. During the period of the hire you may park your car at our premises but do so at your own risk. We cannot accept responsibility for the loss of, or damage to your car or its contents.

31. Dos and Don'ts

31.1. You agree that you shall not:

- carry more passengers than the seat belt capacity of the van
- use the van 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, on the beach or through water
- drive when it is overloaded and/or when loads are not properly secured
- use the van for any illegal purpose, or carry any object or any substance which is illegal or, because of its condition or smell may harm the van and/or delay our ability to rent the van again,
- damage the van by immersion in water or contact with saltwater,
- take part in any race, rally, test or other contest, drive or park in contravention of any traffic or other regulations
- drive or allow to the van to be driven in restricted areas including, but not limited to, airport runways, airport service roads, and associated areas,
- undertake driving training activity or put the van through a rotary car wash

32. Gift Vouchers

32.1. A gift voucher can be used in full or part-payment towards a van hire, but no cash refund will be given if the full value of the voucher is not used; the remaining balance can be used towards another van hire before the expiry date.

32.2. A voucher is valid for 12 months from the date of the vouchers purchase, and is non-refundable, non-transferable or exchangeable.

32.3. All bookings are subject to availability and the terms of this Rental Agreement.

33. Prohibited use of the Van

33.1. You are authorised to drive the van on the conditions of this Agreement including, at all times, to use the van in a responsible manner. If you do not comply with these conditions, you will be liable to us for any liability or loss incurred by us or any damages or reasonable expenses we suffer or incur as a result of your breach of the Agreement. We reserve the right to take back the van at any time, and at your expense, if you are in breach of this Agreement.

33.2. You must look after the vehicle, make sure it is locked, secure and parked in a safe place when not in use. You must use seat belts, child seats and other child restraints as appropriate and required by law.

33.3. Unless you have previously arranged with us, and it has been authorised by our insurers you cannot use our vehicles for any business use whatsoever.

34. Loss or Damage

34.1. You will be liable to us for all losses and costs incurred by us 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 the deception of or by you or another party, or as a result of the keys remaining in the van whilst it is unoccupied, or was caused intentionally or negligently 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 our costs for handling any claim arising from damage caused to the van unless responsibility for the damage lies with us or has been determined by a third party or their insurers to lie with the third party. You will not be liable to us for any charge or excess if the loss or damage is directly due to our negligence or our breach of this Rental Agreement.

35. Your Liabilities

35.1. You are personally liable for all road tolls, fines and legal penalties (e.g. parking tickets, speeding) which are incurred during your period of hire. Any charges subsequently notified to us, will be immediately communicated to you for payment within their terms. By signing (or confirming online) this Agreement, you accept this. You are liable for any losses or damage caused by you and/or your group and we cannot accept liability for any losses or damage or liability caused by you to yourselves or third parties, or their property.

35.2. You are liable for any damage above cab height – you are fully responsible for damage caused by failure to assess the height of the van and striking overhead or overhanging objects. You will indemnify us against any liability, caused by damage to overhead or overhanging objects and subsequent damage to third parties and their property. You will also be responsible for any damage to third parties and their property that arises through your negligence; for example, and without limitation: damage caused through loaded luggage and cycles.

35.3. You must use the van 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.

36. Breaches of these Terms and Conditions

36.1. If you commit a breach of these Terms and Conditions or our Health and Safety Guidelines, we will have the right to terminate your booking without notification, and if you are already in the van, we may require you to return or vacate it immediately. 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 our premises. Breaches in our Terms and Conditions or Health and Safety Guidelines may invalidate your insurance and you will be liable for all losses howsoever sustained including claims by third parties.

37. Our Liability to You

37.1. We will only be liable for any loss or damage suffered by you or any member of your party or to your or their property, where such loss or damage is due to our negligence. Where you are a customer acting in the course of a business, this paragraph shall apply instead of the one above. (You will have obtained our permission and that of our insurance company to use the van for business purposes.) We do not accept liability to customers acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, 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.

38. Whole Agreement

38.1. 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 (and which are available to view at our premises). 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.

39. Personal Data

39.1. When you book your 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.

39.2. We reveal your identity information to our insurance company. We will not sell your information to another company.

39.3. We will also collect non-transactional data should you enter a competition, request a brochure or take part in a survey, for example. We may use the information that we collect to occasionally notify you about news and information we think you may find valuable. For example, we may email you our latest brochure, newsletters and special offers. If, at any stage, you decide that you would rather not receive such information, please contact us by telephone, email or post. If you do not wish any photos, journal entries or other feedback to appear on our social media or website, please advise us in advance or at the time of hire.

40. Governing law and jurisdiction

40.1. We and you agree that the Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales. We and you irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.

Please sign below to indicate you have read and agree to the Terms and Conditions.

Signed: Signed:
Print: Print
Date: Date:

Health and Safety Guidelines

Copies of the Rental Agreement and the Health and Safety Guidelines can be found in our Campervan Handbook in the van, with instructions for using the van facilities, etc... We suggest you read this handbook after your handover briefing before you set off to your destination.

1. Our premises

1.1. Please keep your children and pets supervised at all times when you are at our premises. Our premises are part of a small holding and children are not allowed unsupervised in the vehicle workshop nor near the stables and horses.

2. General Safety

2.1. Please take all precautions to protect your own health and safety and that of anyone else in the van or awning /tent, including those of persons not in your party that may be affected by your conduct and actions. Do not leave your children or pets unattended in the van or awning/tent. Ensure a responsible adult is in the vehicle at all times when the appliances are being used. Ensure you are aware of the location of safety equipment e.g. fire extinguisher, first aid kit.

3. Fire, Accidents, Breakdowns, etc...

3.1. See our Campervan Handbook, provided in the van. You will also be given verbal instructions when you collect the van. It is imperative that you and your party are familiar with these instructions.

4. Health and Safety at campsites

4.1. When you arrive at each campsite, ensure you familiarise yourself, and all members of your party, with the health and safety arrangements on the site e.g. fire assembly points, systems for raising alarm, first aid, and accident reporting.

5. Pop-up Roof

5.1. Please remember to strap the roof down before driving anywhere. Only raise the elevating roof when the vehicle is stationary with the ignition is switched off, the hand brake on, and you are parked on level ground.

5.2. In adverse weather conditions you must ensure the roof is secured; you will be liable for any damages caused as a result of you not taking appropriate action. Person(s) using the roof space do so at their own risk.

6. Roof Rack / Bike Rack

6.1. You must only use the roof rack and/or bike rack supplied for your use by us. You must not use your own. If you are using the roof rack and/or a bike rack, we cannot accept responsibility for any injury to yourself or anyone else, or loss or damage to your own or anyone else's property.

6.2. If you do decide to put something on the roof rack and/or bike rack, it is your responsibility to secure it well and to take the objects on and off, being mindful of the risks involved in lifting large or/and heavy items and items falling onto persons below. Be careful to avoid any damage to roof/body of the van whilst loading and unloading.

7. Use of Appliances and Equipment

7.1. Ensure you read the instructions (found in the Campervan Handbook) for the van appliances and facilities before using them. You will have been told how to use these when you collected the van. Please exercise caution at all times when using the appliances and facilities.

7.2. Ensure the gas is turned off at the gas cylinder at all times when the hob, fridge and heater (where available) are not in use. Please ensure all appliances are switched off and the gas is turned off at the cylinder before driving and retiring for the night. **To turn the gas off at the cylinder, turn the red knob on the cylinder clockwise and turn the yellow lever to a right-angle to the copper pipe**, as per the demonstration at the handover. Only use the appliances and facilities whilst the vehicle is parked on level ground, with the handbrake on.

7.3. When driving NEVER have the cooker hob or heater operating with gas. Before starting to drive the van, always ensure the electrical supply is disconnected.

8. Stowage of the Table Top

8.1. Please ensure the table top is stowed securely should you need to brake unexpectedly.

9. Use of a BBQ

9.1. Do not use any BBQ in the immediate vicinity of the van or tent/awning and keep it at a distance of at least 3 metres from the tent/awning and van when used.

10. Driving Vintage VW campervans

10.1. You are driving something that was designed and built in the 1960s/70s, bear this in mind and relax into a different pace of life. The top engine speed for these vans was advertised at 60 mph!!!

10.2. Your vehicle does not have ABS, leave lots of space and be vigilant on the road, allow more time for braking and gear changing. Drive carefully, the van does not have the capability to accelerate out of a situation.

10.3. Do not drive or operate anything in the vehicle when you are under the influence of drink or drugs or any medication that may cause drowsiness.

11. Finally

11.1. We ask that you exercise caution at all times in the use of the van and its equipment, following instructions (given verbally and in the Campervan Handbook) where appropriate. Please do not hesitate to contact us if you are unsure about how to operate anything (**Jon - 07724 129667 / Liz - 07762 7639494**). We cannot be held responsible for any customer negligence where instructions have not been followed, or where unauthorised equipment has been used.