

Terms and Conditions

Your contract is with
'Cumbria Campers'
Pomona,
Lowick Green
Ulverston,
Cumbria LA12 8DX

- Proprietor: Steve & Linda Neill
- The hire agreement forms part of these terms and conditions.
- The term 'Cumbria Campers' or 'us' or 'we' refers to Cumbria Campers.
- The term 'you' or 'hirer' or 'driver' refers to you the hirer.
- Please be advised if you do not adhere to the Terms & Conditions regarding Driver Age, Payment, Driving Licenses & history, Identification required and Rental Payment Terms when collecting the camper our Cancellation Policy will be enforced.
- Please read this agreement carefully. If there is anything you do not understand or do not agree with, please contact us at Cumbria Campers

Insurance

- Drivers must be aged between 25-72.
- Must have a clean valid UK license and held for at least 2 years.
- Drivers with up to 6 points for speeding will be accepted (no extra charge).
- There will be a £10 a day extra charge for a second driver (as long as they meet the above criteria).
- Before the day of hire you (and any additional drivers) need to provide a photocopy or scanned image of front and back of photo card driving licence. Please also provide a PDF of your on-line driving record available at <https://www.gov.uk/view-driving-licence> and a photocopy or scanned image of 2 utility bills (within the last 3 months).
- On the day of hire you (and any additional drivers) will need to bring your photo card driving licence and 2 original utility bills within the last 3 months with proof of address. (also a credit card for payment of security bond).
- Insurance only covers road liability and the van itself. This does not cover the contents or personal belongings. (Please take additional travel insurance to cover theft/loss of any belongings and personal injury of any kind).
- Insurance is only valid for the named driver/drivers for the duration of the hire.
- Insurance costs may be subject to increase without notice. This may incur additional charges.

Additional costs

May apply under the following circumstances

- Certain occupations.
- Driver with motoring convictions (other than 6 points for speeding).
- Non UK driving license.

(These eventualities must be discussed at time of booking)

Failing to provide information may invalidate your insurance and render you liable for all losses howsoever sustained, including claims by third parties.

You must provide true and complete information for our insurers as requested on the booking form (paper form and online) 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 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.

The van has comprehensive insurance for the first and any other named drivers. Insurance is **ONLY** for our van. The interior equipment, windscreen, tyres, under carriage and roof rack are **NOT** covered by the insurance, the hirer is fully responsible for any damage or loss to these items and will incur costs. Payment for this will be taken from the security bond, however if these funds are insufficient to cover the total cost the hirer will be responsible for payment of any shortfall

We are not responsible for any damage in connection with any accident or breakdown caused by you, nor are we responsible for any loss from the van. 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). The terms and conditions of our insurance company are included. 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.

Excess

The hirer is responsible for a standard excess of £1500 for UK license holders (your 'risk factor' may incur a small increase in this figure) in case of accidental damage, fire, theft or third party damage.

The hirer may want to take out insurance to cover this excess. We offer a collision damage waiver excess insurance, to be taken out at time of booking. This will cover any excess as stated above.

Security / Damage Deposit

A full inventory will be carried out prior to the rental in the presence of the hirer to cover both parties. At the time of collection a security/damage deposit of £800 is held as a Pre Authorisation on your credit card. On the safe return of the van, in the condition in which it left our workshop subject to an inspection satisfactory to us, this Pre Authorisation will be cancelled within 5 days. This must be held 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. The van and all its equipment must be returned in good condition, with no damage to it, its contents or any third party property. Should there be any damage or requirement for any repair, replacement or special cleaning, deductions will be made honestly and fairly for making good any damage to the vehicle and equipment that has occurred during your hire of the camper and the remainder will be returned within 5 days.

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. Note: Where you have opted for the Collision Damage Waiver option, no excess will be charged in the event of a collision, but you should be aware that the £800 security deposit will be used towards funding any loss or damage whatsoever to the van or its equipment, fixtures and fittings that are not covered under the insurance policy.

Where no CDW has been taken, the £800 security deposit will be used towards funding any loss or damage whatsoever to the van, equipment, fixtures and fittings as well as payment towards the insurance excess. Where the security deposit is insufficient to cover the costs, you will pay any additional amounts due. These will be invoiced as appropriate and you authorise us to deduct any sums due from your card in respect of such amount. 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 on the rental agreement 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 you to pay all charges upon presentation of the invoice.

Payment of Charges

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 Cumbria 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.

Payment by Credit Card

Where payment is paid by credit card, you agree that: a) we are irrevocably authorised to complete any documentation and to take any other action to recover from the credit card issuer all amounts due pursuant to this Agreement of the Security Deposit and the hire charges payable; b) you shall indemnify and keep us indemnified against any loss incurred (including legal costs) by reason of notifying a credit card issuer of a dispute; c) we may process the credit card voucher. In the event that we elect to accept payment of the Security Deposit by holding an open security payment (which may be cancelled 5 days after the completion of the Rental Period), you agree that we are entitled to obtain payment from the credit card issuer pursuant to the paragraph above (a) in respect of any amounts due which are not known at the time of cancelling the open security payment..

Fines and Liability

Drivers are responsible for any legal penalties e.g. parking fines, speeding tickets, incurred during the hire period.

Terms of rental are:

- Collection -between 3.00pm & 5.00pm - please allow at least 30 minutes for the check in process and a run through the operating instructions. The camper must be returned by 11.00 am.
- The bus must be returned by the stated time, if not a late charge of £50 per hour will apply. It would be unfair to be late for the next hirer. Please note that the bus is NOT insured outside the contract of hire.
- Bus returned with a full tank of petrol, failure to do so will result in a charge for the fuel and also a £25.00 filling charge.
- Cooking appliances and utensils clean for use (a cleaning charge of £12.00 per hour will be applied to rectify).
- All items stated on the inventory are present and undamaged.

Payment and Cancellation

All prices include VAT at the standard rate. A non-refundable deposit of £150 is required at the time of booking. The balance is due 6 weeks prior to rental start date, or the full amount if within 6 weeks.

- If a cancellation is made between 6-3 weeks prior to rental 50% of the total rental cost (less deposit) will be refunded.
- If a cancellation is made within 21 days or under no refund will be given.
- There will be no refund in the eventuality of early return of vehicle e.g. illness, accident, theft.

Please make sure you have appropriate holiday insurance to cover any eventualities.

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

Rental restrictions

- For use in the UK only.
- No one-way rentals.
- No smoking.
- One small dog permitted by prior arrangement, to be discussed at booking. Please note there will be an additional cleaning charge of £20.
- The number of passengers is limited to the capacity of the vehicle. (The number of seat belts ie. 2 inertia real in front and 2 lap belts in rear)
- Unleaded fuel only.
- Must not be driven over Hardnott or Wrynose Pass, or any other steep hill, please remember this vehicle is over 40 years old, not a modern car.
- There is a mileage restriction of 100 miles per day calculated on No. of days hire, excluding day of return. Example: pick up Friday drop off Monday, 3 days- 300miles. This is more than adequate for touring Cumbria and the Yorkshire Dales. If you wish to travel further, that's fine but there will be excess mileage charge of 75pence per mile thereafter.

Using the bus

The hirer

- Must not leave keys in the ignition or the CD fascia in view when not attended to prevent theft.
- Will be responsible for loss of keys.
- Will be responsible for using the correct fuel (unleaded petrol) and will incur any costs to rectify.
- Is responsible for not driving under the influence of alcohol and or drugs according to the law.
- Must not drive the bus off public roads.
- Must not drive the bus into rivers or the sea.

Drinking Water

We cannot be held responsible for the cleanliness of drinking water obtained from various campsites The water stored in the van is not drinking water. We do advise that you drink bottled water.

Keys

In the event that keys are lost or damaged you will be liable for the reasonable costs of obtaining 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 (please note this vehicle does not have a central locking system).

In the event of a puncture or damage to tyres or wheel.

- You are liable for the cost of any wheel damage tyre damage or punctures.
- In the event that a tyre is returned damaged, at the end of your hire, it will be at our discretion whether to repair or replace it.
- If you have a puncture during your hire you may use the breakdown service to replace the tyre.
- You will arrange for the puncture to be repaired, or the tyre replaced, as soon as possible after the incident.

Breakdown

- We have maintained the vehicle to recommended standard. We assure you that the vehicle is roadworthy and suitable for renting at the start of the rental period.
- In the unlikely event that you break down, all our vehicles have the benefit of full roadside breakdown cover.
- All our vehicles are in full working order and are regularly serviced by a VW specialist.
- We will not accept any liability for loss or claim as a result of a breakdown, accident or any other cause.
- If an unfortunate event, such as a breakdown, does occur, we will use our best endeavours to try and repair or replace the vehicle.
- Unless the vehicle shows any obvious signs of abuse we will refund you for any days hire lost as a result of a breakdown. Such refunds are entirely at our discretion.
- We cannot be held responsible for any other loss or cost incurred as a result of your trip being cut short for any reason.
- Due to the age of the vehicle(s), in the unlikely event of breakdown where the camper cannot be repaired for use, every effort will be made to provide a similar vehicle so that the journey can continue. If this cannot be done we will offer a partial refund (equal to the remaining days of the hire period). Cumbria Campers cannot accept responsibility for missed connections and/or functions however caused.
- Theft of the bus or equipment must be reported to the police and Cumbria Campers within 24 hours.

In case of an accident

If you are involved in a motor Vehicle accident the following procedures should be followed:

- Obtain the names and addresses of third parties and witnesses. Report the accident to the police, regardless of estimated cost.
- Do not accept blame or insist the other party is at fault.
- If possible photograph damage to all vehicles involved and registration numbers.
- Phone our office within 2 hours. Tel: 01229 885399 or 07890 211637.
- At our office hand over any police reports or photographs, pay the damage excess charge (if applicable). We will ensure that an Accident Report is completed clearly and signed by the customer
- Depending on availability, and at our discretion, we will endeavour to provide a substitute vehicle, subject to location, accident liability & remaining hire duration. Charges may be incurred by the client:
- You are responsible for making your own way to our depot to pick up a replacement vehicle, if we are able to offer one.
- We will endeavour to ensure any money due back to you is forwarded as quickly as possible, however 3rd party claims can take a long time to resolve.
- You agree to provide all reasonable assistance to Cumbria Campers in handling any claim including providing information and attending Court to give evidence.
- Note: under no circumstances should you attempt to start or drive a vehicle that has been involved in an accident, roll over or submersion without our permission.
- Cumbria Campers cannot accept liability for any cost arising from any accident, theft or vandalism.

Care of the vehicle.

The Volkswagen Camper is a classic vehicle. They are over 40 years old and should be driven with this in mind. Part of the attraction is the change of pace a Cumbria Camper imposes - acceleration comes eventually and top speed should be regarded as 55 mph! It may be tempting to exceed this given a downhill run and a following wind but please - don't. The engines will be reliable and go on and on provided they are not over stretched or over heated. We are now used to modern cars with huge service intervals but these old vans benefit from a daily check on the oil level and fan belt, please.

Maintenance

- The hirer is responsible for conducting minor maintenance checks, throughout the hire period.

- Maintenance check includes:
 - i. Correct tyre pressure
 - ii Daily oil and a fan belt check.

- If you are unfamiliar with the location of any of the above parts or the correct procedure for checking, you should request a demonstration from us prior to departure. There is an information booklet within the camper.
- Please react immediately to any red warning lights illuminated on the dashboard. Pull over in a safe place and seek assistance. See roadside assistance documentation for details.
- The hirer is responsible for regular vehicle checks, failing to do so may result in damage to the vehicle. Any cost incurred as a result of neglect will be charged to the hirer.

Privacy Policy

During the enquiry and reservation process Cumbria Campers will collect personal information, including but not limited to, your name, e-mail address, postal address and telephone number. This information is necessary for booking and for insurance purposes. We may use this information to notify you of any news you may be interested in regarding Cumbria Campers. None of your personal information will be passed on to any third party companies (other than the insurance company that Cumbria Campers uses). Payment details including credit and/or debit card numbers, card expiry date and security code will be processed through a secure system

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 (and which are available to view at our workshop). 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.

Contact us

In the event of any problems contact:
Steve or Linda 07890 211637 or 01229 885399.

Governing Law

This agreement is governed by the Laws of England. By ticking the 'yes' box on the booking form and signing the rental agreement you are accepting the terms, conditions, rules and procedures specified in this document.