

# TERMS AND CONDITIONS OF BOOKING AND HIRE

This Agreement is made between **Lake District Campers** (we, us)

And the person/persons signing the Booking Form (you)

By signing these terms and conditions you the Hirer agree that you have read, understood and accept this document and that you will 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 by anyone other than us is prohibited and a criminal offence. You should not make any representation that may lead third parties to believe otherwise. We permit you to use the van on the terms of this Rental Agreement only.

We hire the van to you subject to the Rental Agreement which incorporates these terms and conditions and the information and conditions contained on the booking form that you completed and signed. In entering into this Rental Agreement you accept these terms and conditions and confirm that you will strictly comply with them. We permit you to use the van on the terms of this Rental Agreement only.

## You agree that you shall not:

1. **carry more passengers than the seat belt capacity of the van,**
2. **use the van to carry passengers or goods for hire or reward,**
3. **tow or push any vehicle, trailer or other object,**
4. **drive off road, on unsurfaced roads or on roads unsuitable for the vehicle, or at speeds outside legal limits, or in extreme weather conditions**
5. **drive when it is overloaded or when loads are not properly secured,**
6. **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,**
7. **camp in areas that are unsuitable in location or at times when weather conditions such as high winds or heavy snow make it unsuitable**
8. **take part in any race, rally, test or other contest, drive or park in contravention of any traffic or other regulations,**
9. **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,**
10. **undertake driving training activity**
11. **put the van through a rotary car wash.**
12. **Deliberately damage or tamper with the vehicle.**

**You will be liable to any costs incurred through not complying with the above. Please note this is list not exhaustive.**

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**Booking** Availability is on a request and confirm basis at the time of reservation. A reservation is only binding after we have confirmed it and a non-returnable deposit of £150 has been received and cleared. This deposit will be deducted from the total hire charge. This deposit is non-refundable in the event of cancellation (please see under "cancellation" below). A confirmation of booking will be posted or emailed to you together with an invoice in respect of the rest of the balance of the hire charge. This balance must be paid at least 6 weeks prior to commencement of hire. If booking within 6 weeks of the hire date, full payment is required at the time of booking.

We require that you notify us at the time of booking where you intend to travel outside a radius of 100 miles from Kendal.

A security deposit of £500 is payable (see details below) on collection of your van. £750 for drivers aged 23-24 years.

**Pets** We welcome pets. We charge £15.00 per pet per hire. This is for additional cleaning. Pets must be disclosed on our Booking Form and only pets that we confirm are acceptable may be brought into the campervan. All damage, however caused by your animals, will be charged to you. You undertake to comply with current law concerning the carriage of animals when travelling in the van at all times. Pets must never be left alone or unsupervised in the campervan.

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**Cancellation** If you cancel the following applies:

1. Cancellations between the time of confirmed reservation and 42 days before the rental period- the booking deposit is forfeited.
2. Cancellations between 42 and 14 days of start of the rental period - a fee of 50% of the balance of the payable hire charge will be incurred.
3. Cancellations less than 14 days before the rental period commences or no show - 100% of the total hire charges are forfeited.
4. 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.

However, if we receive another booking for the van for the same rental period after you cancel we will reimburse the cancellation fee but not the booking deposit.

**We do not expect to have to cancel your booking**, however if due to unforeseen circumstances such as mechanical breakdown or accident damage to the vehicle we do have to cancel, we will give you as much notice as possible. In such circumstances we will provide a full refund of all monies received from you. We will not have any other liability to you.

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**Security Deposit** We require a £500 security deposit (£750 for drivers aged 23-24 years) before we release the van to you. This deposit is 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. The van will be supplied with at least half a tank of fuel. If it is returned with less than half a tank of fuel £50 will be deducted from the security bond.

The security deposit is refundable in full on safe return of the van, at the date and time agreed, in the condition in which it left our premises (with the interior clean, including all cooking utensils and appliances) subject to an inspection satisfactory to us.

The security deposit will normally be refunded within 5 days of the end of the rental period (as long as terms and conditions are met). You will be responsible for any costs of parking fines or other penalties incurred whilst you rent the vehicle. Any charges subsequently notified to us, will be immediately invoiced to you and we will require payment within 14 days. If we are still holding your deposit at this time, we will deduct any such fines or penalties from the deposit. We reserve the right to make reasonable charges for our time incurred and the administration costs involved in processing any fines and/or penalties.

The security deposit will be used towards funding any loss or damage whatsoever to the van, equipment, fixtures and fittings as well as payment for the insurance excess.

Where the security deposit is insufficient to cover the costs, you will pay any additional amounts due. You agree to reimburse any such additional amounts within 14 days of us invoicing you.

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**Insurance** The vehicle has comprehensive insurance for the first and any other named drivers approved by the insurance company. Drivers must be between the ages of 23 and 75 years of age, have held a full UK or EU licence for more than 2 years and have no greater than 2 sets of 3 penalty points. Excess is £500. There is a £750 excess for all claims other than third party claims applied to drivers 23-24 years of age. Copies of full driving licences will need to be supplied prior to the rental commencement, in addition to 2 forms of recent proof of address per driver (e.g. utility bill issued within the last 90 days).

Insurance is only for the van, the interior equipment and any other items supplied as part of the hire are not covered by the insurance and any damage will incur costs in additions to the Excess.

The insurance on the van is limited to 75% of cover for consequences resulting from fire due to cooking or heating. In this instance you will be liable for the outstanding 25%.

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.

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**Collection** The van will be ready to collect after 3pm on the day agreed. When you arrive to collect your van, please ensure you allow at least an hour for us to familiarise you with how to use the van, agree and record any existing damage, and to brief you on health and safety guidelines. We will also need to complete the paperwork.

During the period of the hire you may park one car in the on-street parking bays outside our premises or we can recommend a paid car park if you prefer but in both cases you park at your own risk. We cannot accept responsibility for the loss of, or damage to, your car or its contents unless caused by us.

You must inform us at the time of collection of the names and ages and home address of all the people who will occupy the campervan during your stay. Failure to do so will be a breach of these Terms and Conditions and may invalidate insurance.

We reserve the right to refuse to provide a vehicle to you if, when attempting to collect the vehicle, you are, in our reasonable opinion, unfit to drive or you do not meet the eligibility requirements. In such case the contract will terminate immediately and, unless we rent the vehicle allocated to you to a third party for the relevant hire period, you will forfeit all monies paid to us and we will have no further liability towards you.

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**Return** When you return your van please allow half an hour for the hand over at our premises. This time is required to perform all the after hire checks to ensure that all terms and conditions have been upheld.

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

Return is to be no later than 10am on the day agreed. If a van is returned later than this, without our prior agreement, £50.00 per hour or part will be payable. Should the late return of the van make us liable for extra costs, we reserve the right to pass on these costs to you. Charges and costs for late return will be deducted from your security deposit. Should the late return be due to an accident you will be liable for any revenue lost due to the van being unavailable for hire.

You agree that we are entitled to charge you an additional cost, if the van requires more than our standard cleaning on its return, to restore it to its pre-rental condition, allowing for fair wear and tear.

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**Use of the Van** 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. You must look after the vehicle, make sure it is locked, secure and parked in a safe place when not in use.

You must follow the health and safety guidelines when operating the campervan and its appliances and when using any equipment in the campervan. 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 in information provided in the van. You are legally responsible for obtaining and using an appropriate child or baby seat. It is illegal to smoke inside the van. You will be liable for any damage or smoke contamination caused to the van, or its contents through smoking. 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.

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**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.

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**Gas** Gas is provided. We will meet the cost of one identical cylinder of gas if you run out on production of a valid VAT 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.

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**Keys** You must look after the vehicle and the keys to the vehicle at all times. You must not leave the keys unattended at any time. 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.

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**Loss or Damage** 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.

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**Breakdown** If you have any difficulties report these immediately to us. In the event of breakdown, recovery or repair services will be provided. The van is covered by 24hour roadside recovery. If you incur any minor repair bills (reasonably incurred rectifying mechanical failure to the drive train and engine of the vehicle) 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 VAT 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.

We cannot accept liability for any costs arising from accident, breakdown or any other cause, e.g., replacement van costs, travel, accommodation, telephone calls, etc. Our liability extends to refunding your hire charge for any days you lose from the rental period. 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 Roadside Recovery Vehicle arrives. You may not abandon the van at the roadside. You must hand over the keys to the authorised Roadside Recovery Vehicle Driver. If you abandon the vehicle, we will deduct any transport and labour costs incurred in returning the van to our workshop and any costs arising from loss or damage to the van whilst it is unattended from your Security Deposit.

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, or putting diesel in a petrol engine or vice versa, or burning out the clutch. This list is not exhaustive.

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**Accidents, theft and vandalism** 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.

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.

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**Your Liabilities** 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.

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.

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**Breaches of these Terms and Conditions** 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 & 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.

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**Our Liability to You** 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. 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 tort 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 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.

We will supply the vehicle free from mechanical defects for the period of the rental agreed in the order confirmation.

We shall not be held responsible for you or any of your party driving under the influence of alcohol or drugs, causing wilful damage, off road driving or driving without due care and attention. If we do suffer damages as a result of your actions, you agree to indemnify us against all losses, costs, expenses or liability we may incur in respect of your or your party's actions.

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**Personal Data** When you book your campervan, we collect personal information such as your name, email address, home address, telephone number, or email address. We reveal your personal information to our insurance company.