

## OUR TERMS AND CONDITIONS – CARLISLE CAMPERS

Your agreement with us (this “Agreement”) is made up of the following documents:

- (i) The Hire Booking Form;
- (ii) These Terms and Conditions for Services;
- (iii) Any pet policy form (if pet requested);
- (iv) T4 damage sheet.

The documents are listed in order of precedence. In the event of a conflict between the documents above whichever is higher on the list will take precedence. All Terms and Conditions are available from Carlisle Campers.

In this document references to “Us” and “We” shall mean Jennifer Wells t/a Carlisle Campers as specified on the Hire Booking Form. References to “You”, “Your”, “driver” and “Customer” shall mean the Customer entering into this agreement. References to “Both of us” or “the Parties” shall mean both Us and You.

### 1. These terms

- 1.1 These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.
- 1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 1.3 If you require any assistance in understanding these terms and conditions then please contact us for clarification.

### 2. Information about us and how to contact us

- 2.1 **Who we are.** We are Jennifer Wells t/a Carlisle Campers a sole trader established in England and Wales. Our address is 11 Crosshill Drive, Carlisle Cumbria, CA2 6RS.
- 2.2 How to contact us. You can contact us by telephoning our customer service team at 07706989640.
- 2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

### 3. Our contract with you

- 3.1 Our acceptance of your order will take place when we tell you that we are able to provide you with the services, which we will also confirm in writing to you, you will also be asked to sign the Hire Booking Form, at which point a contract will come into existence between you and us.
- 3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the services. This might be because the vehicle is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the service or because we are unable to meet a delivery deadline you have specified.

### 4. Our vehicles

- 4.1 Vehicles may vary slightly from their pictures. The images of the vehicles in our brochure or on our website are for illustrative purposes only. Your vehicle may vary slightly from those images.

### 5. Deposits

- Booking Deposit
- 5.1 A booking deposit of £150 (or total hire cost if less than £150) is to be provided to change our availability calendar and to secure the dates. In cases where the hire is 2 weeks or more we require the booking deposit of £150 plus 30% of the total hire payment. This is to be provided via bank transfer with cleared funds prior to vehicle collection.
- Security Deposit
- 5.2 A security deposit of £150 is to be provided before the hire period can commence.
  - 5.3 The security deposit will be refunded to you within 7 days from the end of the hire period by bank transfer as long as the terms in the hire agreement are met. The terms are as follows:
    - (a) The vehicle to be returned with a full tank of diesel (a cost of £25.00 will be charged plus fuel cost if the vehicle is returned not full);
    - (b) The vehicle and equipment is clean and in the same condition as rented out;
    - (c) All equipment stated on the inventory to be present and undamaged or £20 per hour will apply if equipment is not clean;
    - (d) The vehicle must be returned by the agreed time (a fee of £50 per hour will apply as the vehicle may be required by the next hirer);

- (e) All equipment to be free from damage (damages must be reported and paid for);
- (f) the mileage allowance has not been exceeded.

5.4 The security deposit shall be used to pay for any of the above costs if required. Should any of the above costs exceed the amount of the security deposit then you are liable to pay any additional costs. If the costs do not reach the total of the security deposit then the difference will be refunded. Deductions if required will be made honestly and fairly.

## 6. Your rights to make changes

6.1 If you wish to make a change to the services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## 7. Our rights to make changes

7.1 **Minor changes to the services.** We may change the services:

- (a) to reflect changes in relevant laws and regulatory requirements; and/or
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the services.

7.2 **More significant changes to the services and these terms.** In addition, as we informed you in the description of the services in our brochure or on our website, we may make the changes to these terms or the vehicle, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

## 8. Insurance

8.1 Vehicle. In order to be a driver of the vehicle, the driver must:

- (a) be between the ages of 23-75 years old;
- (b) not have more than 2 convictions and not more than 3 points per conviction;
- (c) have held their licence for at least 2 years and no more than 6 penalty points;
- (d) not have had their licence suspended for any period in the last 3 years;
- (e) not have been involved in more than 1 accident in the last 3 years where they were at fault;
- (f) provide a photocopy or scanned image of both sides of their driving licence along with a driving licence check code;
- (g) must provide a copy of 2 utility bills, official documents not more than 3 months old.

8.2 Second / additional drivers must provide the same information/documents as the main driver

8.3 There is an excess to be paid in the event of any accident/ insurance claim for drivers. For drivers under 25 it is £600, for over 25's it is £500 which is due in respect of each and every incident.

8.4 The insurance is only valid for the named driver / drivers for the duration of the hire.

8.5 It is the responsibility of the main driver to be liable for any damage caused by any members of the hiring party, including third party costs.

Personal

8.6 It is your responsibility to have your own personal insurance to cover the cost of your belongings. We accept no responsibility for any loss or damage to your personal belongings, this includes bicycles if using the bike rack on the vehicle.

8.7 It is also your responsibility to have insurance for your own vehicle if left with us during the hire period. We accept no responsibility for any loss or damage during the hire period.

## 9. Payment of services

9.1 The £150 booking deposit must be made to secure a booking (plus 30% of the total hire payment if the hire period is 2 weeks or over). The remaining payment must be made prior to the collection date plus the refundable security deposit of £150. Payments are to be made via bank transfer.

## 10. Providing the services

10.1 The vehicle can be collected from our address between 3.00pm and 5.00pm. We have off road parking for your vehicle available when you hire the vehicle. When you collect the vehicle we will jointly inspect the vehicle. An inspection checklist will be filled out.

10.2 The vehicle must be returned to our address by 11.00am (a fee of £50 per hour will apply if the vehicle is not returned on time as it may be required by the next customer). On return of the vehicle the inspection checklist will be verified to ensure the vehicle is in the same condition as when collected.

10.3 Please allow time for the collection and drop off so that we can show you around the vehicle and familiarise you with the vehicle.

10.4 We are not responsible for delays outside our control.

## 11. Problems and Issues during the services

11.1 You are responsible for carrying out minor maintenance checks on the vehicle during the hire. This involves ensuring the correct tyre pressure is maintained, Monitoring the engine temperature to ensure it doesn't go above normal and reacting to any warning lights that appear on the dashboard. In the event of this please contact us for assistance.

11.2 You are responsible for the costs involved in punctures or damage to the wheels. If when the vehicle is returned at the end of a hire period and a tyre is damaged, it will be at our discretion as to whether it is repaired or replaced.

- 11.3 The vehicle is well maintained and should be very reliable when driven sensibly. In the unfortunate event of a breakdown the vehicle does have breakdown cover. It is possible for you to use the breakdown cover by contacting them directly. The details are on the breakdown information sheet provided. Please always contact us to see if we can assist in any way first.
- 11.4 Unless the vehicle shows signs of abuse we will refund you for any lost hire days that result from a breakdown. This is at our own discretion.
- 11.5 We cannot be held responsible for any losses as a result of a breakdown such as missed connections, functions, etc
- 11.6 If you incur any minor repair bills then we will refund you for any purchases up to the cost of £50. A valid VAT receipt must be produced. Any costs that are over £50 must be authorised by us prior to purchase.
- 11.7 If you and/or the vehicle are involved in an accident, theft or crime you must:
- (a) Collect names addresses and telephone numbers of any parties involved including witnesses;
  - (b) Report the incident to the Police and to us;
  - (c) For accidents do not accept blame or insist the other party is at fault;
  - (d) If it is possible take multiple photographs of vehicles involved, road conditions, vehicle registration numbers or anything else involved in the incident;
  - (e) Do not move any vehicles involved in an accident until photographs have been taken;
  - (f) Fill out an incident report form with the Police and keep copies for us;
  - (g) Do not drive or start any damaged vehicles until instructed to do so.
- 11.8 You must assist us in any claim arising from the incident including appearing in court if required.
- 11.9 In cases of theft you must make your own way back to us to return the vehicle keys. We will assist if possible.
- 11.10 You are responsible for using the correct fuel. Diesel fuel only is to be used. You will incur any costs involved in using the wrong fuel.

## **12. Fines and Liability**

- 12.1 Drivers are responsible for all penalties which occur during the hire period of the vehicle. Examples are such as speeding fines, car parking fines, road tolls etc.
- 12.2 You are fully responsible for damage caused by failure to assess the height of the vehicle. This includes damage to the vehicle and damage to third party objects / property.
- 12.3 You must use the vehicle and its contents responsibly and comply with our instructions and health and safety guidelines. Where no guidelines or advice are given you must assume that "normal" and "common sense" rules apply.
- 12.4 You will be liable for repairs or replacement of the engine damage if it is found that damage has been caused to the engine due to driving too fast or ignoring engine warning lights.

## **13. Restrictions**

- 13.1 Smoking is not permitted in the vehicle at any time. Evidence of smoking will result in the cleaning charge being applied at the hourly rate.
- 13.2 No one way rental hire (Not picked up and dropped off elsewhere).
- 13.3 Dogs and other pets are not permitted in the vehicle unless previously agreed with us and a pet policy signed. If evidence of pets are found in the vehicle it will result in the cleaning charge being applied at the hourly rate.
- 13.4 You acknowledge that the vehicle is owned by us and sub-letting or hiring of the vehicle to third parties is not permitted.
- 13.5 The number of passengers in the vehicle is limited to the number of seat belts. (5 in total). Children and babies must be correctly seated in the correct type of child seats as required by law.
- 13.6 There is a mileage restriction of 100 miles per day calculated from the amount of days hired. This is a suitable amount for travelling within a large radius of Carlisle into the Lake District or Scotland. Excess mileage will cost an additional 50p per mile thereafter. Use is in mainland UK only.
- 13.7 You must not leave keys in the ignition or in view to prevent theft.
- 13.8 You must not drive the vehicle off public roads and is only to be used on sealed/ bitumen roads / camp sites.
- 13.9 No towing or pushing of other vehicles.
- 13.10 No overloading of the vehicle.
- 13.11 No parking the vehicle in contradiction with traffic laws.
- 13.12 No taking part in any tests, races, rally or other contests.  
No carrying of objects or substances which by its smell or condition may harm the vehicle or interfere with the ability of us to rent out the vehicle.
- 13.13 Not to use the vehicle to carry goods or passengers for reward or hire.
- 13.14 You must not make any alterations or additions to the vehicle.

## **14. Care**

- 14.1 Care should be taken with the vehicle at all time and treated kindly so that the vehicle and its equipment are in a good condition for yourselves.

- 14.2 The vehicle is a high sided vehicle so please take care when driving in windy conditions and ensure not to go under any height restrictions less than 2.5 metres.
- 14.3 Please take care with the vehicle keys, you will be responsible for the cost of replacement or further costs should the vehicle be stolen.
- 14.4 Please be cautious in the areas that you drive the vehicle. If the vehicle gets stuck on unsuitable ground such as fields it will be your responsibility to recover the camper to suitable ground. Please bear this in mind when entering campsites, festivals, etc.
- 14.5 When parking the vehicle please ensure it is secure and parked in a safe place and that it is locked when not in use.
- 14.6 You must ensure the waste tank does not become too full and overflow. Good practice is to empty the tank each time you fill the fresh water tank.
- 15. Your rights to end the contract**
- 15.1 **You can always end the contract before the services have been supplied and paid for.** You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.
- 15.2 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:
- (a) we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 7.1);
  - (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
  - (c) there is a risk the services may be significantly delayed because of events outside our control;
  - (d) we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons;
  - (e) you have a legal right to end the contract because of something we have done wrong.
- 15.3 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause 15.2, the contract will end immediately but we may charge. The booking deposit may be retained by us. Details are as follows;
- (a) for cancellations that occur more than 6 weeks before the vehicle hire is to commence a full refund will be given;
  - (b) For cancellations that occur 3-6 weeks before the vehicle hire commences a 50% refund will be given;
  - (c) For cancellations less than 3 weeks before the vehicle hire is to commence no refund will be given.
- 15.4 There will be no refund given for early return of the vehicle / wish to change the hire agreement in the event of theft, illness, accident, etc. We advise you take out suitable holiday insurance to cover cancellation or early return eventualities.
- 16. Our rights to end the contract**
- 16.1 If for any unforeseen reasons or circumstances the vehicle is unavailable (i.e. major breakdown or theft) and we have to cancel your booking then we will refund 100% of your payment or alternatively we can change the booking dates to a date suitable with you, if the dates are available.
- 16.2 **We may end the contract if you break it.** We may end the contract at any time if:
- (a) you do not make any payment to us when it is due;
  - (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;
  - (c) you do not, within a reasonable time, give us access to your property to enable us to provide the services to you.
- 17. If there is a problem with the services**
- 17.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our consumer service team on 07706989640.
- 18. Price and payment**
- 18.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of services advised to you are correct.
- 19. Our responsibility for loss or damage suffered by you**
- 19.1 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
- 19.2 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 20. How we may use your personal information**
- 20.1 **How we will use your personal information.** We will use the personal information you provide to us to:
- (a) provide the services;

- (b) process your payment for such services; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

20.2 **We will pass your personal information to our insurance company and may pass your details on to credit reference agencies.** Where we extend credit to you for the services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

20.3 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

## 21. Rights

21.1 If the need arises, we reserve the right to:

- (a) Refuse vehicle hire to any person(s);
- (b) Refuse vehicle hire if you have any convictions, pending penalties or other endorsements on their licence not previously disclosed to us;
- (c) Cancel hire of the vehicle if a person's driving licence does not comply with our standard terms or requirements;
- (d) Cancel a hire agreement / rental even if a rental has already begun if the driver or occupants are in breach of these terms and conditions.
- (e) Claim repair and / or cleaning costs from the security deposit;
- (f) Retain all of the security deposit until damages have been assessed and the exact cost calculated
- (g) Offer alternative dates or refunds if due to unforeseen circumstances the vehicle is not available on the booked dates;
- (h) Cancel the hire of the vehicle if the destination or events hired for are deemed by us not suitable for the vehicle.

## 22. Other important terms

22.1 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

22.2 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland may be able to bring legal proceedings in respect of the services in either the Scottish or the English courts.