



Terms & Conditions

1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

Booking Fee: means the fee paid by the Customer to the supplier in accordance with clause 7.3.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.5.

Customer: the person or firm who hires the Vehicle from the Supplier.

Force Majeure Event: has the meaning given in clause 11.

Hire Fee: means the fee for the Hire of the Vehicle as stated on the Rental Agreement.

Hire Period: means the period for which the Customer has hired the Vehicle as set out in the Rental Agreement

Named Driver: the driver named on the Rental Agreement as being the person permitted to drive the Vehicle.

Rental Agreement: the rental agreement entered into by the Supplier and the Customer for the hire of the Vehicle to which these Conditions apply.

Security Deposit: means the deposit paid in accordance with clause 7.4.

Supplier: Karen Blakemore trading as California Campers.

Vehicle: VW California SE 2.0 TDI 180PS

1.2 **Construction.**

In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes faxes and e-mails.



2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Rental Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Rental Agreement together with these conditions constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Rental Agreement.
- 2.3 Any advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Vehicle described in them. They shall not form part of the Rental Agreement or have any contractual force.

3. COLLECTION/DELIVERY OF THE VEHICLE

- 3.1 The Customer shall collect the Vehicle from the Supplier's premises in accordance with the Rental Agreement and the Customer acknowledge delivery of the Vehicle and the contents are free from any defect or damage and complete other than as specified by the Supplier. The Customer is advised to check the vehicle thoroughly before leaving the Supplier's Premises
- 3.2 Upon collection the Named Driver must be present at the time of collection and produce a driving licence plus personal ID. In the case of UK photo card licences both the card and the counterpart paper licence must be produced. Visitors from abroad must produce a valid unendorsed domestic driving licence or international driving permit.
- 3.3 The Hire Fee covers the Named Driver; additional drivers may be added at an additional charge of £25 per week and those additional drivers will be required to submit their personal details and produce a driving licence plus personal ID. In the case of UK photo card licences both the card and the counterpart paper licence must be produced.
- 3.4 The Supplier shall not be liable for any delay in the availability of the Vehicle that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate instructions or any other instructions that are relevant to the collection of the Vehicle.
- 3.5 Without prejudice to clause 3.4 if the Supplier fails to make the Van available for collection in accordance with clause 3.1, its liability shall be limited to the cost of the hire of the Vehicle. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate instructions or any other instructions that are relevant to the collection of the Vehicle.
- 3.6 The Customer may leave its' vehicle at the Supplier's Premises at the Customer's own risk and the Supplier will not be liable for any damage to the Customer's vehicle of any kind.
- 3.7 The Customer will return the Vehicle at the end of the Hire Period on the date and at the time specified in the Rental Agreement and will return the Vehicle with a full tank of fuel and in the event the Customer fails to return the Vehicle to the Supplier with a full tank of fuel, the Supplier will be entitled to deduct from the Security Deposit the sum of £25.00 plus the cost of a full tank of fuel for the Vehicle.



- 3.8 Upon the return the Supplier will check the Vehicle for damage, cleanliness etc including the condition of the tyres and windscreen which are not included in the Supplier's insurance cover, any such damage is the Customer's responsibility. Failure to return the Vehicle in a clean Condition will incur a charge as provided for in these conditions.
- 3.9 Failure for the Customer to comply with the times and dates for the collection and/or return of the Vehicle will result in the Customer being surcharged at the rate of £25 per hour for the first three hours and the balance of the Security Deposit thereafter. There will be no refunds for any early return of the Vehicle.
- 3.10 The Supplier reserves the right to attach to the Vehicle a tracker as part of its security requirements for the Vehicle. The tracker will be installed to allow the Vehicle to be traced in the event it is lost or stolen.
- 4. GAS**
The Vehicle will be supplied with a gas cylinder and the Customer will be responsible for refilling the gas cylinder but will be entitled to reimbursement of the cost of refilling the gas cylinder subject to the production of a valid receipt.
- 5. TITLE AND RISK**
5.1 The risk in the Vehicle shall pass to the Customer when the Customer collects the Vehicle from the Supplier until the Customer has returned the Vehicle to the Supplier in accordance with the Rental Agreement at which time the risk shall pass back to the Supplier.
5.2 For the avoidance of doubt title to the Vehicle shall not pass to the Customer in any circumstances and shall remain with the Supplier at all times.
- 6. INSURANCE**
6.1 Fully comprehensive insurance for use in the UK is included within the Hire Fee. Insurance cover is for the Vehicle and equipment only. Personal possessions are not covered; Customers are advised to take out holiday insurance.
6.2 The Customer must tell the Supplier if there is any circumstance of which it knows of that would invalidate or affect the insurance outlined in clause 6.1 before the start of the Hire Period a failure to do so will result in the Customer becoming personally liable for any accident damage to the Vehicle third party property and third party personal injuries and the Customer will indemnify the Supplier against all and any losses which arise from the Customer's breach of this clause 6.2.
6.3 The Customer must inform the Supplier if they are to take the Vehicle out of the country no less than four weeks before the commencement of the Hire Period so the Supplier can take out additional insurance the cost of which will be charged as an extra to the Customer.
- 7. PRICE AND PAYMENT**
7.1 The price of the hire of the Vehicle shall be the price set out in the Rental Agreement.
7.2 The price of the hire of the Vehicle is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.



7.3 Upon the booking of the Hire Period the Customer will pay to the Supplier a £200 deposit as a booking fee and the balance of the price for the hire of the Vehicle shall be payable no less than two weeks before the commencement of the Hire Period.

7.4 Upon the commencement of the Hire Period the Customer will pay to the Supplier a £750.00 security deposit (which is to be paid by card, either credit or debit). A £1,000 deposit may be requested if the hire is for attending a sports event or music festival. The Security Deposit will be refunded within 7 days subject to the following:

- (a) The Vehicle is returned in good condition and in accordance with the provisions of these Terms and Conditions and the Rental Agreement;
- (b) It is returned undamaged and with a clean interior and with no physical damage whether it be external or internal.

7.5 In the event the Vehicle is not returned in accordance clause 7.4 the Supplier may deduct the costs of repairing and/or cleaning the Vehicle from the Security Deposit.

8. CANCELLATION POLICY

8.1 In the event the Customer cancels the Rental Agreement the provisions of this clause 8 shall apply.

8.2 If the Customer cancels the Rental Agreement more than six months before the Hire Period is to commence the Customer shall forfeit the Booking Deposit;

8.3 If the Customer cancels the Rental agreement less than six months before the commencement of the Hire Period the Supplier will use reasonable endeavours to secure an alternative booking.

8.4 In the event the Supplier is able to secure an alternative booking in accordance with clause 8.3 the Customer shall be under no obligation to pay any other sums save for the Booking Deposit.

8.5 If the Supplier is unable to secure an alternative booking the customer will be liable for following amounts

- (a) If the Rental Agreement is cancelled less than six months (but more than three months) before the Hire Period is due to commence the Customer will pay to the Supplier 25% of the Hire Fee;
- (b) If the Rental Agreement is cancelled less than three months (but more than one month) before the Hire Period is due to commence the Customer will pay to the Supplier 50% of the Hire Fee;
- (c) If the Rental Agreement is cancelled one month or less before the Hire Period is due to commence the Customer will pay to the Supplier 100% of the Hire Fee

For the avoidance of doubt all sums paid in accordance with this clause 8.5 shall be payable in addition to the Booking Fee.

9. CUSTOMERS OBLIGATIONS

9.1 The Customer will ensure that the driver of the Vehicle is between the ages of 25 and 75 years old and holds a full and valid driving licence and has held the same for at least two years with no more than two 3 point convictions per driver and no more than one at fault claim in the last three years.



- 9.2 The Customer will not allow any other individual to drive the Vehicle other than the Named Driver.
- 9.3 The Customer will not permit any animals to be kept in the Vehicle or allow any animals into the Vehicle.
- 9.4 The Customer will ensure that no more than four persons occupy the Vehicle at any one time and furthermore will ensure that only those individuals who are named in the Rental Agreement occupy the Vehicle.
- 9.5 The Customer will check the tyre pressures of the Vehicle and engine fluid levels as specified in the driver's manual for the Vehicle.
- 9.6 The Customer will not drive or permit the Vehicle to be driven by anyone under the influence of alcohol or drugs.
- 9.7 The Customer shall not permit any person to smoke in the Vehicle and in the event of a breach of this clause the Supplier will be entitled to deduct from the Security Deposit the cost of cleaning the Vehicle but this clause shall be without prejudice to any other rights or remedies the Supplier may have for breach of agreement under these terms and conditions.
- 9.8 The Customer shall for liable for:
- (a) all costs and expenses incurred for speeding, parking fines, congestion charges and for any other offences committed against the Road Traffic Act or traffic regulations;
 - (b) the cost of repairs if pipework becomes damaged through frost;
 - (c) the cost of repairs occasioned by damage to the windscreen, tyres and punctures;
 - (d) the cost of replacing any lost keys or any loss or damage caused to the Vehicle as a result of the loss of any keys;
 - (e) the cost of repairs and damage caused in the event fuel is put into the water tank or water in the fuel tank or in the event the wrong type of fuel is put into the Vehicle.

10. LIMITATION OF LIABILITY

- 10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 10.2 Subject to clause 10.1 the Supplier accepts no liability for replacement vehicle costs, travel or accommodation costs or any other consequential loss claims arising from Vehicle breakdown, fair wear and tear excepted, accident or any other such related causes. All accidents must be reported immediately to the Supplier by telephone to 07533 185630 or 01948 890336. An accident report must be completed at the end of the Hire Period.
- 10.3 Subject to clause 10.1:



- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Rental Agreement; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Rental Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Hire Fee.

11. **FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performing its obligations under the Rental Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

12. **GENERAL**

- 12.1 **Assignment and subcontracting:** The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Rental Agreement without the prior written consent of the Supplier.
- 12.2 **Severance.**
 - (a) If any court or competent authority finds that any provision of the Rental Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Rental Agreement shall not be affected.
 - (b) If any invalid, unenforceable or illegal provision of the Rental Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 12.3 **Waiver.** A waiver of any right or remedy under the Rental Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Rental Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 12.4 **Third party rights.** A person who is not a party to the Rental Agreement shall not have any rights under or in connection with it.



- 12.5 **Variation.** Except as set out in these Conditions, any variation to the Rental Agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.
- 12.6 **Governing law and jurisdiction.** The Rental Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.