



### terms & conditions

please make sure you read the terms and conditions before undertaking hire with cloud nine campers. whilst there is nothing hidden in here to trick you it's important to be clued up before you hit the road.

the full terms and conditions are below and by undertaking hire you agree to have accepted them. we have produced a summary (see as follows) but strongly recommend you read the full version to ensure you are covered by the insurance.

### *summary of the term & conditions of hire with cloud nine campers*

#### payment

to secure your booking a non-refundable £150 deposit (per long weekend/week of hire) is required. the full amount is due (by cleared funds) 28 days before commencement of hire or else your booking is at risk and we have the right to hire the camper elsewhere. on receipt of your completed booking form and deposit, we will contact you to confirm camper hire.

#### deposit

a £500 security deposit is held during the hire period and is refundable after 5 working days following the safe return of the vehicle and its contents, interior and all surfaces/storage fully clean and with a full tank full of diesel, satisfactory to a full examination by cloud nine campers, by your choice of either cheque or bank transfer. the security deposit is taken as a precautionary measure to cover the insurance excess in the case of a claim. should there be any damage to the camper, incident during the hire period or missing equipment, the deposit will be used to cover these costs. (this comes as standard with most camper hire companies - although in many cases the deposit is considerably more.)

#### cancellation

in the event of a cancellation between confirmed reservation and 28 days of the hire period, the booking deposit is forfeited. for cancellations within 28 days of commencement of the hire period, 100% of the hire charge is payable. however, if we do manage to get another booking for the same hire period we will refund the hire charge, but not the booking deposit.

### collection & return

when you arrive to collect your cloud nine camper make sure you allow at least an hour for us to show you around the van and how to operate its equipment (e.g. gas) and to complete the paperwork.

when returning the camper you must do so at the agreed date, time and place to avoid incurring extra hire costs.

### drivers

drivers must be aged over 25 years of age and under 70, in good health and have held a full class b driving licence for at least 2 years. on collection of the vehicle, we will need to see the **driving licences for all named drivers, plus another form of identification** such as passport or a recent utility bill (per driver).

### breakdown

in the event of a breakdown, repair/recovery cover is included. In the first instance you should report any incident to cloud nine campers who will then advise you on next course of action. In most cases this will be to call the AA on 0800 88 77 66 or from mobile phones: 08457 887766 (lines open 24 hours).

### pets

pets are welcome at a charge of £20 per pet, per hire period and must be disclosed on our booking form and with our prior agreement. all damage, however caused by your pets, will be charged to the hirer.

### smoking

it is illegal to smoke inside your hire vehicle or tents. the hirer will be liable for any damage caused to the van, the tent or their contents through smoking.

## terms & conditions (full version)

cloud nine campers hires the vehicle (including any replacement vehicle) to you subject to the hire agreement which incorporates these terms and conditions and the information and conditions contained on the booking form that you have signed. in making your hire booking you accept the terms of these terms and conditions and confirm that you will strictly comply with them.

the rights and obligations contained in these terms and conditions govern your use of our vehicle and are not transferable by you. you acknowledge that the vehicle is owned by us and that any attempted transfer or sub rent of the vehicle by anyone other than us is prohibited and is a criminal offence.

you are permitted to use the vehicle on the terms and conditions of this rental agreement only.

except where otherwise stated the words used in this agreement carry their usual meaning. in particular:

"the vehicle" - this means the VW campervan hired to you under this agreement and as specified by cloud nine campers.

"hirer" - the person or persons signing this agreement.

"the agreement", "the rental agreement" and "terms and conditions" - this agreement and any document expressly referred to in this document including any additional insurance documentation.

"security deposit" - the sum of £500 as detailed below.

## booking

### payment

in order to secure your booking, the hire booking form must be completed and sent to cloud nine campers with a non-refundable booking deposit of £150 per week of hire (minimum deposit £150 for long weekend). this is payable by cheque, balance transfer or paypal (note that paypal transactions carry a 3.4% surcharge). on receipt of the completed and signed booking form, your cleared deposit and receipt of written confirmation from us, this contract shall take effect.

the balance of the hire charge is due 28 days before the start of your hire period. a security deposit of £500 is payable (in cash, cleared cheque, cleared balance transfer or by paypal [paypal transactions again will carry a non-refundable 3.4% surcharge]) prior to or on collection of your hire vehicle.

for short notice bookings (28 days prior to commencement of hire period or less) the full hire charge is due in order to guarantee the booking.

### deposit

the £500 security deposit is refundable on safe return of the vehicle, in the condition in which it left our premises subject to satisfactory inspection by us. this must be paid to cover the possibility of negligent damage to the vehicle, the fixtures and fittings therein or equipment included in the rental. the campervan and equipment must be returned in the same condition, with no damage to it, its contents, or any third party property and with a full tank of fuel.

your security deposit will be refunded within 5 working days of the end of the hire period by your choice of balance transfer or cheque. should there be any damage, costs for any repair, replacement or special cleaning,

the costs will be deducted from this security deposit before the balance is returned to you. In the event of an insurance claim we reserve the right to retain the security deposit for a longer period as is necessary to quantify the charges incurred which are to be deducted from the deposit. The £500 security deposit will be used towards funding any loss or damage whatsoever to equipment, fixtures and fittings or negligent damage to the vehicle. Where charges are incurred which result in your security deposit being debited we will provide you with an itemised invoice detailing the charges incurred.

#### **minimum hire**

Cloud Nine Campers reserves the right to enforce a minimum hire period of 7 days during busy periods. Wherever possible we will endeavour to avoid this but will advise at time of booking if this restriction is in place.

#### **cancellation**

In the event of a cancellation between confirmed reservation and 28 days of the hire period, the booking deposit is forfeited. For cancellations within 28 days of commencement of the hire period, 100% of the hire charge is payable. However, if we do manage to get another booking for the same hire period we will refund the hire charge, but not the booking deposit. In the event of cancellation, booking deposits are not transferrable to alternative hire dates. Please ensure you have your own holiday insurance in place to cover the costs if for any reason you have to cancel your reservation.

#### **insurance**

Our insurance policy dictates that hirers must be over 25 years old and under the age of 70 and need to have held their licence for a minimum of 2 years. Cloud Nine Campers may incur additional charges if the drivers to be insured have traffic convictions, are using a foreign driver's licence or work in what our insurers consider to be a high risk occupation. These cases will be examined on an individual basis and any additional charges passed on to the hirer at cost. Failure to provide this information may invalidate your insurance and render you liable for all losses however sustained including claims by third parties. Additional insurance for extra drivers or non-UK licence holders is available at a small surcharge, and again quoted on an individual basis - please see details.

The campervans all have comprehensive insurance for the first and any other named drivers. Insurance is only for our campervan and the equipment that belongs to it - you are advised to take out your own personal and travel insurance. Cloud Nine Campers is not responsible for any damage in connection with any collision or breakdown, nor are we responsible for any loss from the vehicle.

Our insurance policy protects us and any authorised driver against legal claims from any other person or death or personal injury or damage to any other person's property caused by use of the vehicle on the road, on condition you report all such incidents to us immediately (and providing you are using the vehicle 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 vehicle 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, 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

if an insurance claim is made, the hirer is responsible for a £500 excess 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, not rental.

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

#### charges

the charges stated on the hire agreement reflect your use of the vehicle during the rental and include basic rental 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 vehicle during the rental, and may include loss of or damage to the vehicle and its contents, the insurance excess, refuelling service charge and fuel cost, late return charge, additional driver charge, extra cleaning charge and any road tolls or fines for charges arising from traffic or parking offences during the rental. all charges are subject to final calculation after the rental. **a £25 administration fee will be charged for handling any fines on your behalf.**

#### drivers

drivers must be aged over 25 years of age and under 70, in good health and hold a full driving licence. we take "good health" to mean that you have no mental or physical disabilities which would interfere with your ability to drive (for example stroke/deafness/loss of limb/loss of sight). in addition you must not be taking any drugs likely to affect your driving.

you will need to have held a full class b driving licence for at least 2 years. you are required to provide the driving licence numbers and other identification information for all those who intend to drive when you make your booking. **on collection of the vehicle, we will need to see the driving licences for all named drivers, plus another form of identification such as passport or a recent utility bill (per driver).** occasionally we may require you or another named driver to provide authorisation for a DVLA licence validation check. a maximum of 3 drivers per rental are permitted by our insurers. you cannot drive away a van without us having sight of your licences and ID documents, and no exceptions can be made to this rule.

the vehicle must only be driven by you or any other person who has first been authorised by us and for whom you have provided the insurance, driving licence and other personal identification information required. you agree that you will not allow anyone to drive the vehicle including yourself who does not fulfil our minimum requirements regarding age, health and possession of a valid driving licence or who is over-tired, under the influence of alcohol, drugs, medication or any other legal or illegal substance impairing their consciousness or ability react.

#### choice of campervan

whilst we will endeavour to provide your preferred choice of campervan, in 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 a full refund of monies received by cloud nine campers. we will not have any other liability to you. all rights are reserved to refuse any hire under any circumstance. no refunds are payable on accommodation, or vans not being available where a hirer changes, cancels or seeks to vary agreement after departure. cloud nine campers takes no responsibility for any detention, delay, loss, damage or injury that a hirer might experience no matter how it is caused or by whom.

#### **european travel**

the rental agreement permits the use of the hire vehicle in england, scotland and wales only, however by specific prior arrangement the vehicle may be taken to other locations in europe. Any overseas travel requires additional break down cover to be arranged by the hirer as advised by cloud nine campers and proof of this must be provided prior to collection of the campervan. there will be a £50 surcharge for overseas travel per week (minimum £50 charge for long weekend).

### **collection & return**

#### **collection**

when you arrive to collect your van, please ensure you allow at least an hour for us to show you around the van and how to operate the cooker, sink, fridge, roof, camping gas, (grill and heater where available), water storage, etc and to complete the paperwork.

#### **return**

you must return the van at the agreed date, time and place. ensure you allow sufficient time to get back to our premises so that you do not push the van too hard trying to get back in a hurry.

if you return the vehicle outside normal business hours, you must comply with the out of hours return instructions in which case you will remain fully responsible for the vehicle until the location re-opens for business. if you fail to comply with these instructions, you will remain responsible for the vehicle until we are able to access it.

if at any time we have agreed that you may return the vehicle to a place other than our premises or if we have agreed to collect it, you will remain fully responsible for the vehicle until it is collected by us.

#### **late return**

if a van is returned to our premises later than the agreed time, without cloud nine campers' prior agreement, a charge of £50 per hour will be payable. should the late return of the vehicle make us liable for extra costs, (such as affect to the following hirer) we reserve the right to pass on these costs to you. by signing this agreement you agree to these charges and their deduction from your security deposit. no refund is given for early return of the vehicle.

#### **cleaning**

you agree to return the vehicle in the same level of cleanliness as to when you collected it. you agree to accept the additional charge of £50 (or more depending on level of cleaning required) should the vehicle require cleaning on its return to restore it to its pre-rental condition, allowing for fair wear and tear. any charge will be deducted from your security deposit.

## obligations

### our liability

we will supply the vehicle to you in good overall and operating condition, complete with all necessary documents, parts and accessories. you agree to return the vehicle 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. failure to do so may result in further charges becoming due.

### condition

you and we will check the condition of the vehicle at the start of the rental and on return of the vehicle. you acknowledge that you will be responsible for any loss or damage to the vehicle, its documents, parts or accessories arising during the rental.

### occupancy

you must inform us on the booking form or subsequently in writing of the names and ages 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.

### good driving - for an enjoyable and fuel efficient ride

keep the speed down - your van's top speed is 110kms/hr or 70 mph and 3500 revs in any gear. cloud nine campers are up to 30% more fuel efficient if you shift gear at 2500 revs and minimise your top speed. you will find the gears and brakes slightly different to newer vehicles so it is advisable to allow for extra time when braking and changing gear. don't let your camper struggle up hills - better to change down and keep the revs up.

### engine care

should there be any damage to the engine or mechanics of the vehicle, or a breakdown as a result of your own actions, you will be liable for all repair/replacement costs. for example, this could include pushing the engine too hard, or putting petrol in a diesel engine (note the list is not exhaustive). you must check the oil, water and other gauges beyond 500 km, refilling as necessary. if you cause damage to the engine through driving too fast (over 70 mph), you will be liable for any repairs required or even the cost of a replacement engine. ensure you allow sufficient time to return to our premises on returning the vehicle, to avoid overheating the engine.

### health and safety

you must follow the health and safety guidelines when operating the campervan, its appliances, and using any equipment in the campervan (or tent). the instructions for using the van and its accessories will be given to you verbally and are to be found in the handbook in your campervan.

### seat belts, booster and baby seats

you must carry only as many passengers as there are seat belts in the van. you are legally responsible for obtaining and using a child or baby seat. for each child under 135 cms (4'5" inches approx) or under 12 years of age, you must use a booster seat.

for further info visit: <http://think.dft.gov.uk/think/focusareas/children/childincar>

### dos and don'ts

#### *the hirer agrees that he or she will not:*

- carry more passengers than the seating capacity of the vehicle or allow the vehicle to be overloaded
- use the vehicle 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
- drive when it is overloaded or when loads are not properly secured
- carry any object or any substance which, because of its condition or smell may harm the vehicle and/or delay our ability to rent the vehicle again
- take part in any race, rally, test or other contest
- drive or park in contravention of any traffic or other regulations
- use the vehicle for any illegal purpose
- use the vehicle for sub renting
- drive or be driven in restricted areas including, but not limited to, airport runways, airport service roads, and associated areas
- undertake driving training activity

#### *the hirer agrees that he or she will:*

- be responsible to cloud nine campers for the cost of making good any damage caused to the vehicle by improper use
- understands that any damage to the interior of the vehicle living or cooking equipment will be charged to the hirer in all cases
- understands that we are not liable to you or any authorised driver or passenger for loss of or damage to property left in the vehicle either during or after the hire period - this property is entirely at your own risk.

### fuel

your hire vehicle will be provided with a full tank of fuel and must be returned to us also full. an administration charge of £25, plus the cost of the missing fuel will be deducted from your security deposit if the van is returned without this. at present all cloud nine campers take diesel fuel only.

**cooking gas**

we will endeavour to provide a reasonable amount of gas at the start of your hire period free of charge, but you will be responsible for sourcing and paying for additional gas when required. full directions on recharging gas supplies will be supplied when you collect the vehicle and detailed in the camper handbook.

**smoking**

it is illegal to smoke inside your hire vehicle or tents. the hirer will be liable for any damage caused to the van, the tent or their contents through smoking.

**pets**

pets are welcome at a charge of £20 per pet, per hire period and must be disclosed on our booking form and with our prior agreement. all damage, however caused by your pets, will be charged to the hirer.

**keys**

in the event that keys are lost or damaged you will be liable for the reasonable costs of obtaining a replacement and further costs if directly related to the theft of the van.

**your vehicle**

on-street parking is available near our premises however this is entirely at your own risk and cloud nine campers cannot accept responsibility for the loss of, or damage to the vehicle or its contents however caused.

**prohibited use of the vehicle**

you are authorised to drive the vehicle according to the conditions in this document and at all times must do so 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 and in addition, you may invalidate the vehicle insurance. we reserve the right to take back the vehicle 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 remove and keep in a safe place the detachable front of the stereo when the vehicle is unoccupied. you must use seat belts, child seats and other child restraints as appropriate.

**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 if this damage, loss or theft involves deception of the hirer or another party, or as a result of the keys remaining in the vehicle whilst it is unoccupied, or was caused intentionally 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 vehicle 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 breach of this rental agreement.

you will be liable for the loss or damage to any in-car entertainment equipment - cover for these items (i.e. cd stereo, sat nav) is not provided by our insurers.

#### **breakdown**

should you experience any difficulties, these must be reported immediately to cloud nine campers. in the event of a breakdown, a recovery or repair service will be provided.

if you incur any minor repair bills we will give you a refund of up to £50 on the production of an itemised VAT receipt on the completion of your hire. repairs costing in excess of £50 must first be authorised by cloud nine campers prior to the work being undertaken. we will endeavour to provide a replacement camper but this will be subject to availability. we cannot accept liability for any costs arising from accident / incident, breakdown or any other cause, e.g. replacement vehicle, travel or accommodation costs. cloud nine campers' 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 at your own cost, but preferably with breakdown service provider returning your original campervan, to collect a replacement vehicle if one is available.

if you have broken down you must remain at a safe distance from the vehicle until recovery vehicle arrives. you may not abandon the vehicle at the roadside if you wish to continue your journey with another form of transport. you must hand over the keys to the recovery vehicle driver.

#### **accidents, theft and vandalism**

in the case of a traffic accident involving the vehicle, you must where possible report this immediately to both cloud nine campers and the police. should there be a loss, damage or theft involving the vehicle this must be reported within 24 hours of the incident or on the discovery of the incident, again to both cloud nine campers and the police. should this result in your early return to our premises to collect a replacement vehicle (if one is available) then this is at your own cost, but preferably with the breakdown service provider returning your original campervan.

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 take the names and addresses of everyone involved, including witnesses. an accident or theft report form must always be completed and submitted to us when you return the vehicle.

cloud nine campers will not refund the hire charge for any days you lose use of the vehicle due to an accident, theft or vandalism. we cannot accept liability for any costs arising from incident such as replacement vehicle, travel, phone or accommodation costs.

you agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings arising out of any loss of or damage to the vehicle.

#### **return of items left in the campervan**

we will be happy to return your belongings left in the campervan at a charge of £5 plus postage and packing. this will be deducted from your security deposit.

#### **liabilities**

hirers are personally liable for all road tolls, fines and legal penalties (e.g. parking and speeding fines) which are incurred during the period of the hire. any charges subsequently notified to us, will be immediately invoiced to the hirer and we will require payment within 14 days. if we are still holding your deposit at this time, we will deduct this sum from that deposit. by signing this agreement, you agree to accept this. the hirer is liable for any losses or damage caused by the hirer and his/her group, and cloud nine campers cannot accept liability for any losses or damage or liability caused by the hirers to themselves or third parties, or their property.

the hirer is liable for any damage above cab height - you are fully responsible for damage caused by failure to assess the height of the vehicle and striking overhead or overhanging objects. the hirer will also indemnify cloud nine campers from any liability, caused by damage to overhead or overhanging objects and subsequent damage to third parties and their property.

you must use the vehicle 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.

#### **breaches of these terms and conditions**

if you commit a breach of these terms and conditions we will have the right to terminate your booking and should you already be occupying the vehicle, we may be required to vacate it immediately. a breach of these terms and conditions includes, (without limitation) failure to comply with our instructions (about how to use the van), or health and safety advice or circumstances where your behaviour, or that of your guests or pets, is likely to have a significant adverse effect upon the van or people or property in the vicinity. 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.

#### **our liability to you**

we will not be liable for any loss or damage suffered by you or any member of your party or to your or their property, except where such loss or damage is due to our negligence. if we are negligent our liability to you will be limited to the loss or damage which was a foreseeable result of such 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 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 condition shall apply instead of the one above. we do not accept liability to customers acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, consequential losses 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.

**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.

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.