



Terms and Conditions (11th February 2023)

1. These Terms

- 1.1 These are the terms conditions on which we supply our services to you, our customer ("**you**", "**your**"), for hire of our Vehicle.
- 1.2 Please read these terms carefully before you make your booking with us. These terms tell you who we are, how we will supply our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us

- 2.1 We are Yorkshire Dales Campers whose office is at Lytham House, Lytham Gardens, Skipton, England, BD23 2TR ("**we**", "**us**", "**our**").
- 2.2 If you have any questions or concerns about these terms and conditions, please contact us by:

E-mail: info@yorkshiredalescampers.co.uk

Post: Yorkshire Dales Campers
Lytham House
Lytham Gardens
Skipton
North Yorkshire
England
BD23 2TR

Tel: 07584 191574 / 07973 440014

3. Definitions and interpretation:

- 3.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:
 - "**Equipment**" includes but is not limited to: the power pack, gas cylinders, fridge, audio unit, TV, cooking equipment, crockery and cutlery, dishcloths and tea towels, steering lock, awning, window privacy screen and toilet cassette (if hiring).
 - "**Hire Agreement**" means the agreement between the parties detailing the rental particulars for the Hire Period of the Vehicle.
 - "**Hire Period**" means the dates referred to under the heading 'Booking Details' on the Hire Agreement or any agreed variation thereof and any additional period during which the Vehicle is in your possession or control.
 - "**Vehicle**" means the vehicle described under the heading "Vehicle Details" on the Hire Agreement and includes tyres, tools, accessories, the Equipment and any other special equipment, documents related to the Vehicle.
 - "**Security Deposit**" means the Vehicle security deposit of £1,000 for each UK hire or £2,000 for each hire where the Vehicle is driven within Europe as detailed under the heading "Vehicle Security Deposit" in the Hire Agreement.
 - "**This Agreement**" means the Hire Agreement, the Insurance Motor Rental Agreement and these Terms and Conditions.
- 3.2 In the event of any discrepancy between these Terms and Conditions and any other agreements, the provisions of these Terms and Conditions shall take precedence.

4. Our contract with you

- 4.1 The prices quoted to you from us for the hire of the Vehicle includes the following:
 - (a) comprehensive insurance for two drivers aged between 23 and 75 years old;
 - (b) breakdown cover;
 - (c) all cooking equipment, crockery and cutlery, dishcloth and tea towel; and
 - (d) gas cylinders.
- 4.2 Our acceptance of your booking will take place when we email you with confirmation of your assigned booking number, at which point a contract will become binding between you and us. When contacting us about your reservation, you agree to provide us with your booking number.
- 4.3 If we are unable accept your booking, we will inform you of this in writing. This might be because the Vehicle is already reserved or because you do not meet our minimum requirements for hire of the Vehicle, as detailed in clause 5.

5. Drivers

- 5.1 Up to two drivers are allowed for the Vehicle hire. Details of each named driver(s) are required to be provided to us in advance of hire of the Vehicle. We will need to see the driving licence for each named driver along with licence details which can be accessed online and two documents providing proof of address for the named driver(s) (e.g. council tax, telephone or utility bill dated within the last three months).
- 5.2 More than two drivers will be accepted for the Hire Period, subject to an additional fee and providing that each of the drivers meet our criteria. Please contact us for further details.
- 5.3 Each driver must have held a full UK/EU licence for more than two years with no more than 6 penalty points in the last three years and be aged between 23 and 75 years old during the Hire Period.
- 5.4 Production of a valid standard driver's licence or a copy of the licence is required from all drivers prior to hire of the Vehicle. If your driving licence proves to be unacceptable at the time of collection of the Vehicle, we will terminate the contract and we reserve the right not to refund any monies to you.
- 5.5 Drivers are personally liable for all legal penalties obtained during the hire of the Vehicle (including but not limited to: speeding, parking fines, congestion charges), which are incurred during the Hire Period.
- 5.6 We will also need you to provide us with a licence 'check code' to share your driving record within 10 days prior to collection of the Vehicle. You can obtain this online at <https://www.viewdrivingrecord.service.gov.uk/driving-record/licence-number>

6. Payment

- 6.1 Availability of the Vehicle is on a request and confirmation basis at the time of your reservation. A reservation is only binding once the booking is confirmed by us to you by email and the relevant fees have been received by us.
- 6.2 50% of the fees to be paid upfront to secure the booking and the settlement of the remaining balance will be due the day before collection date as a clear transaction.
- 6.3 For late bookings within 10 days of the Hire Period, the full rental price is payable on booking.
- 6.4 Vehicles will not be released without full payment being completed.

7. Security deposit

- 7.1 We require a Security Deposit in advance of each booking. This needs to be paid prior to the Hire Period by traceable means i.e. bank transfer. Please note that the Security Deposit is not a holding deposit and must be cleared funds before you can collect the Vehicle (this is a requirement of our insurance company).
- 7.2 The Security Deposit is fully refundable on return of the Vehicle within 10 working days at the end of the Hire Period, providing the Vehicle is returned complete and undamaged, clean and tidy inside with an empty toilet cassette and a full tank of diesel. On return of the Vehicle, it will be briefly inspected. A full inspection and inventory check will be carried out within 48 hours and if applicable, reasonable damage charges will be deducted from your Security Deposit.
- 7.3 Where the Vehicle is not returned in the same condition as it was let out, we will make deductions to the Security Deposit. Any deductions will only be used to pay for any cleaning requirements, loss or damage to Equipment, fixtures and fittings, windows, tyres or negligent damage to the Vehicle.

8. Cancellation charges

- 8.1 Please let us know as soon as you can if you need to cancel your reservation. A late cancellation fee of 50% will apply to all bookings cancelled within 10 weeks of the Hire Period. All bookings cancelled within 10 days of the Hire Period are liable to a complete loss of full rental price.

9. Collection & return of the Vehicle

- 9.1 The Vehicle is collected from and returned to:
Lytham House
Lytham Gardens
Skipton
North Yorkshire
BD23 2TR
- 9.2 The Vehicle can be collected at a time to be agreed on the "Collection or Drop Off Date" stated in the Hire Agreement. Please allow up to an hour for the hand-over to complete the documentation and to demonstrate the Vehicle to you. You acknowledge having received the Vehicle in a clean condition and in sound working order in accordance with the Handover Checklist and with a full fuel tank. We will also agree any existing damage and the inventory of Equipment supplied.

- 9.3 The Vehicle must be returned at an agreed time of booking on the "Return or Collection Date" stated in Hire Agreement in the same condition as it left, with a full tank of diesel. Charges will apply if the Vehicle is late and/or returned without a full tank of diesel. Please also allow up to an hour for hand-over on return of your Vehicle.
- 9.4 If you are delayed in returning the Vehicle, we must be contacted and advised of this immediately so we may inform the next customer. Failure to advise may result in prosecution for driving whilst uninsured. We reserve the right to charge additional fees per hour for all late returns.
- 9.5 Any fuel required on return will be charged at the prevailing rate per litre plus a £50 refueling charge, which will also mean delay in completion and sign-off of the Vehicle return.
- 9.6 You acknowledge that we will not refund any monies, nor have any obligation to provide a replacement Vehicle, if the Vehicle is returned or you cease to have the use of the Vehicle prior to the return date for any reason e.g. accident, breakdown, weather or theft.

10. Rental and other charges

- 10.1 You agree to pay us the following fees, as applicable:
 - (a) all rental charges;
 - (b) the Security Deposit;
 - (c) a cleaning fee if the Vehicle is not returned with the interior in a clean condition;
 - (d) the nominated cancellation fee in the event of cancellation of this Agreement prior to the Hire Period of the Vehicle;
 - (e) the cost of any damage to the Vehicle or the property of any third party, subject to the insurance cover.
 - (f) all government fees and duties;
 - (g) all parking fines, clear air zone and other fines or penalties, and/or accidents including third party property damage not reported on return of the Vehicle;
 - (h) associated administration costs incurred in relation to the Vehicle during the Hire Period;
 - (i) any other fees or charges payable by you pursuant to this Agreement, including any costs incurred by us as a result of any breach by you of the terms of this Agreement;
 - (j) the daily rental rate/set amount for the period the Vehicle is off fleet for accident repairs; and
 - (k) the cost of recovering a Vehicle.

11. Payment of charges joint and several liability

- 11.1 All charges and expenses payable by you under this Agreement are due on demand by us. You agree to pay a late charge on any outstanding balance and any collection costs incurred by us, including reasonable legal fees. When the customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this Agreement.

12. Road restrictions

- 12.1 All Vehicles may only be driven on sealed/bitumen roads. We reserve the right at any time, at our sole discretion, to restrict Vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.
- 12.2 The Vehicle is categorised as a "window van" and the law stipulates the speed limit is 50mph for single carriageway roads, 60mph for dual carriageways and 70mph on motorways.

13. Security

- 13.1 Whilst the Vehicle is in your care, you are responsible for ensuring that all reasonable precautions are taken against damage to, or theft of or from the Vehicle. When you leave the Vehicle, please ensure all windows and roof lights are closed, doors are locked and you have the keys. You agree not to give the keys to anyone who is not a named driver or permit unauthorised persons to drive the Vehicle.
- 13.2 Your insurance does NOT cover theft of or from the Vehicle if:
 - (a) the Vehicle has been left unlocked;
 - (b) the keys have been left inside;
 - (c) window(s) and or door(s) have been left open;
 - (d) you have allowed someone else to drive it and they take it away; and
 - (e) valuables have been left on display.
- 13.3 You agree not to leave valuables or the TV on display, or leave the Vehicle in a vulnerable position (such as on a junction or street corner), poorly lit or unsuitable areas. If you have failed to follow the simple precautions above you may be liable for any associated costs for replacement and repair.
- 13.4 If the Vehicle keys are left unattended by you, resulting in the theft of the Vehicle, then you are liable for the total retail value of the Vehicle.

14. Use of the Vehicle

- 14.1 The Vehicle must carry no more than 3 persons at any time.
- 14.2 You are responsible for the safe and legal use of the Vehicle on hire.
- 14.3 The Vehicle must be driven in a cautious, prudent and normal manner and must not be:
 - (a) used in a manner which could cause damage;
 - (b) driven in a prohibited area;
 - (c) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
 - (d) left with the ignition key in the Vehicle while it is unoccupied;

- (e) driven by persons under the age of 23 years or over the age of 75 years or who are not authorised by law to drive the Vehicle or named in the Agreement;
 - (f) damaged by submersion in water or put into contact with salt water;
 - (g) used for any illegal purpose for any race, rally or contest;
 - (h) used to tow any Vehicle or trailer not authorised in advance by us;
 - (i) used to carry passengers or property for hire or reward;
 - (j) used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this agreement;
 - (k) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; or
 - (l) otherwise used in breach of our obligations under this Agreement.
- 14.4 All drivers must be aware of the overhead height of the Vehicle (approximately 2.5 meters) and are responsible for all damage due to hitting an overhead obstruction, such as height restrictions into car parks, trees and low bridges. Such damage is not covered by the insurance, and you will be responsible for all repair costs.

15. Smoking

- 15.1 No smoking is not allowed in the Vehicle as we have no smoking policy in our Vehicles. A cleaning charge of £50 will be incurred by you if this policy is ignored.

16. Dogs

- 16.1 One small/medium dog is welcome providing this is confirmed to us ahead of the collection of the Vehicle. We charge an additional fee of £10 per trip. You acknowledge that any damage, repair costs or extra cleaning costs caused because of, or by a dog travelling in the Vehicle must be paid for in full by you.

17. Damage and cleanliness

- 17.1 If the Vehicle sustains any damage at any time during the Hire Period, you agree to inform us straightaway. We understand that accidents do happen and make no charge for the occasional broken small item. Please do let us know if anything is lost or damaged so that we can ensure the Vehicle is fully prepared for the next hirer.
- 17.2 You agree to return the Vehicle in a clean and undamaged condition, with an empty waste water tank, a clean and empty toilet cassette and a full tank of diesel. Exterior washing is not necessary. A charge of £50 may be imposed for any Vehicle returned with a dirty or unemptied toilet.
- 17.3 Where there are excess amounts of dog hair anywhere inside the Vehicle, resulting in extra time required for cleaning, there will be an hourly rate charge for the time taken to remove all evidence of the dog hair.
- 17.4 If the Vehicle is filled with the wrong fuel type into the fuel tank, then you are liable for full engine repair costs should engine damage occur. This is not covered under the insurance terms and therefore you are totally liable for all repair costs.

18. Maintenance

- 18.1 You shall take all reasonable steps to properly maintain the Vehicle, including oil checks and water, and acknowledge that we will reimburse you for expenditure up to £100 reasonably incurred in rectifying any mechanical failure to the engine of the Vehicle, provided that you produce relevant receipts at the end of the hire period and have received the prior consent of us and that the damage is not due to any fault or by breach of this Agreement of you.

19. Breakdown

- 19.1 In the unlikely event of vehicle breakdown, please contact us as soon as is reasonable so that we can assist as necessary, before contacting recovery services. Please see contact details within your vehicle information pack for contact telephone numbers for your breakdown and recovery policy for the Vehicle. The cover includes roadside repair and recovery.

20. Responsibility if an accident occurs

- 20.1 In the event of the Vehicle being involved in an accident, or loss or damage arising out of the use of the Vehicle, you agree to notify us immediately after the event occurring and agree to obtain the names and addresses and contact details of third parties and any witnesses. If deemed necessary then the accident should be reported to the nearest police station. You agree to take as many photographs as you can of the whole scene from several angles and close up photographs of any damage to the Vehicle.
- 20.2 You agree to complete an accident report form where applicable and not make any admission of liability to other parties, settlement offer or other like offer.
- 20.3 You undertake to assist us in handling any claim arising from any event, including providing all relevant information and attending court to give evidence if necessary.

21. Insurance

- 21.1 Our standard insurance excess is £1,000.00 for the Vehicle. We reserve the right to charge drivers who have a non-UK driving licence a larger security deposit of £2,000.00
- 21.2 In the event of any damage to either the Vehicle or third party property, you will be liable for the excess. You will also be fully liable for replacement or repair of windscreen or tyre damage.
- 21.3 Insurance provided by us only covers the Vehicle and does not cover personal possessions. We strongly recommend that you take out insurance to cover your personal items during the rental period.

22. European travel

22.1 An additional one off insurance charge of £100.00 per week will apply if you wish to travel in the Vehicle within Europe.

23. Alterations to the Vehicle

23.1 You shall not make any alterations or additions to the Vehicle without the prior written consent of us.

24. Changes to your booking

24.1 If you wish to make a change to your booking, 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 booking, 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 proceed with the change.

25. Terminating the agreement

25.1 We may terminate this Agreement with immediate effect by giving written notice if you fail to pay any amount due under this Agreement on the due date for payment, or you commit a material breach of the Agreement.

25.2 If, due to circumstances beyond our control, the Vehicle is not in a sound condition in advance of your Hire Period and where we cannot make alternative arrangements in order for you to proceed with the hire of the Vehicle (such as agreeing alternative dates for your hire), we agree to notify you as soon as possible of the situation, will refund all monies paid by you and will terminate this Agreement.

25.3 You acknowledge that we may terminate this Agreement and repossess the Vehicle at any time, without notification to you, and that you will pay the reasonable costs of repossessing the Vehicle, including towing charges if you are in breach of any term of this Agreement, have obtained the Vehicle through fraud or misrepresentation, the Vehicle appears to be abandoned, the Vehicle is not returned on the agreed return date or we reasonably believe that the Vehicle will not be returned on the agreed return date, we consider on reasonable grounds that the safety of passengers or the condition of the Vehicle is endangered.

25.4 In the event of such termination or repossession, you have no right to a refund of any part of the rental charges or the Security Deposit.

26. Release and indemnity of Yorkshire Dales Campers

26.1 Subject to our obligation to deliver the Vehicle, you release us, from any liability to you (regardless of who is at fault) for any loss or damage incurred by you by reason of this Agreement, including but not limited to any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose, any loss or damage to any property left in or on the Vehicle, in any service Vehicle or on any of our premises or recovered or handled by us.

26.2 Subject to any insurance arrangements agreed with us, you hereby indemnify us against any claims, demands and expenses (including legal costs) incurred or sustained by us, by reason of your use and/or possession of the Vehicle.

27. Title to Vehicle

27.1 The Vehicle you hire belongs to Yorkshire Dales Campers and you agree not to attempt, offer or purport to sell, assign, sublet, lend, pledge, rehire, or make representation of the Vehicle to any other party or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

28. General

28.1 This Agreement may be amended from time to time by us, without notice. If an amendment is made prior to the commencement of hire, you will be notified and issued with a revised agreement.

28.2 No variation of these Terms and Conditions shall be effective unless it is in writing and signed by the parties.

28.3 This agreement shall be governed by English Law and in the event of any dispute or claim arising out of or in connection with this Agreement the English Courts shall have exclusive jurisdiction.

28.4 None of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

28.5 We will make every effort to ensure that the reserved Vehicle is available for collection by you at the correct time. If, due to circumstances beyond our control, this is not possible, our liability is limited to the refund of all monies paid by you.

28.6 This Agreement, constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement. We reserve the right to add or amend any rental charges without prior notice.

28.7 If any provision or any part of this Agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.