



California Campers Limited  
Unit A9  
Access 442  
Hadley Park East  
Telford  
TF1 6QX

## **CALIFORNIA CAMPERS TERMS AND CONDITIONS**

Updated February 2022

**Please read these Conditions carefully.** By entering into the booking and ultimately by taking the Vehicle You will be deemed to have read, understood and agreed to all these Conditions. No additions, alteration or substitution of these Conditions shall bind Us unless they are expressly accepted in writing by Us or a person authorised by Us to sign on Our behalf.

### **GENERAL**

This is a legally binding contract between Us, the Vehicle owner and You. The vehicle owner is also referred to as "We" and "Us".

The hirer is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The hirer is also referred to as "You".

### **DEFINITIONS**

In these Terms and Conditions:

"Conditions" refers to these written Terms and Conditions

"Hire Agreement" is this written documentation of your specific Hire Period details

"Hire Schedule" means the list of stated facts and services contained in the booking form

"Hire Period" means the period for which you have agreed to hire the Vehicle

"Us, Our or We" means California Campers Limited (registered number 13219268)

"Vehicle" means the vehicle that you have agreed to hire

"You, Your or Yourself" means you, the primary hirer

"Booking" means the entirety of the agreement entered into by Us and You

"The Deposit" means the non-returnable funds paid by You to secure the Booking

"The Balance" means the outstanding funds which make up the Hire Charge

"Hire Charge" means the monies paid excluding the Deposit Bond

"Security Deposit" means the returnable funds deposited with Us minus any incurred damages

"Drivers Declaration" means the signed statement of fact about all Drivers

"Driver / Drivers" means those people named on the Declaration insured to drive the Vehicle

### **BOOKING CONFIRMATION AND PAYMENT**

The Deposit is payable immediately on the provisional Booking being taken. The Booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). The Booking then becomes confirmed. Until the Booking is confirmed, it can be cancelled at any time without prior notice.

The Balance of the Hire Charge is payable not less than four weeks prior to the start of the Hire Period. **Failure to pay the Deposit or Balance in full by the due dates will constitute a**

**cancellation of the holiday by you.** Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than four weeks prior to the arrival date must be paid in full at the time of booking.

#### **CANCELLATION BY THE HOLIDAYMAKER**

Cancellation of the booking by You should be made in writing and addressed to:

California Campers  
Unit A9  
Access 442, Hadley Park East  
Telford TF1 6QX

In the event of a cancellation, We will attempt to re-hire the Vehicle and if successful, a discretionary repayment of the Hire Charge less any loss or costs incurred will be made. However, **We strongly recommend You take out holiday cancellation insurance.**

#### **CANCELLATION BY THE VEHICLE OWNER**

We will endeavour to make sure the stated Vehicle is available for the dates contracted. In the unlikely event the Vehicle (or an alternative Vehicle from Our fleet which is acceptable to You) becomes not available and We have to cancel the Booking, You shall be entitled to a full refund. We shall only be liable to return the monies received. No compensation or consequential losses shall be paid. **We strongly recommend that You take out holiday cancellation insurance.**

#### **DRIVER ELIGIBILITY AND IDENTIFICATION**

All Drivers must meet the standards as laid out in the Drivers Declaration section of the Hire Agreement. All drivers must be between the age of 25 and 75, have at least 2 years of driving experience, have no current traffic convictions or endorsements except minor ones, have no more than 6 penalty points on the driving licence and have not been involved in more than one accident in 3 years. Each Driver needs to be present on the collection of the vehicle and will need to show their original full driving license as well as two proofs of address from the following list at the time of collecting the Vehicle.

##### **Proof Of Address**

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Electricity Bill

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Water Bill

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Gas Bill

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Broadband/Landline

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Council Tax

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TV licence

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Bank Statement

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Credit card bill/statement

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Mortgage Statement

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Polling Card

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HMRC self-assessment/tax credit

Please note the following:

- The address on the Proof of Address documents must match that of Your driving licence.
- Proof of Address documents must be less than three months old at the time of hire.
- We will be unable to release the Vehicle to You without those documents and Your Booking may be cancelled
- The Vehicle is not insured outside the contract

UK drivers will also need to provide Us with a DVLA check code which allows Us to ensure that you have no more than 6 points on your licence. You can obtain a code at [www.gov.uk/view-driving-licence](http://www.gov.uk/view-driving-licence).

## **YOUR RESPONSIBILITIES**

The Vehicle must only be driven by Drivers covered by insurance and written on the Driver Declaration section of the Hire Agreement. You and/or any other authorised driver will:

- Not use the Vehicle for hire or reward
- Not use the Vehicle for any illegal purpose;
- Not use the Vehicle for racing, pacemaking, testing the Vehicle's reliability and speed or teaching someone to drive;
- Not use the Vehicle while under the influence of alcohol or drugs;
- Not drive the Vehicle outside England, Scotland and Wales, unless another EU country(s) are agreed to in the Booking Form;
- Not overload the Vehicle;
- Not carry more passengers than the belted seating capacity of the Vehicle or allow the Vehicle to be overloaded
- All Drivers must be aware of the height of the Vehicle and are responsible for all damage if driven under an obstruction that is too low for the vehicle to clear.
- Be responsible for all fines and costs (including court costs) for parking, traffic or other offences, congestion/emission charges (including any costs which arise if the Vehicle is clamped) and you will pay the appropriate authority any fines and costs if and when the authority demands this payment.

## **HIRE PERIOD**

Unless otherwise agreed with Us in writing, the Vehicle will be available on the day of collection from the agreed location at 2.00pm and must be delivered back to the agreed location by 10.00am the last day of the Hire Period as stated in the written Hire Agreement. If You do not bring the Vehicle back on time, We reserve the right to charge you £30 for every half hour or part thereof that the Vehicle is late. Should the late return of the Vehicle make Us liable for extra costs (e.g. compensation of the next hirer) We reserve the right to recover these costs from you. There are no refunds for Vehicles returned early.

## **SECURITY DEPOSIT**

A security deposit of £1,000 is required. This will normally be reserved on a debit or credit card on the day You collect the Vehicle. It can also be paid by bank transfer in advance of collection. If collected by card, the deposit reserve will expire on Your card seven days after the return unless there is damage to the vehicle, its contents or any extra equipment You hire from us and the following conditions are met. These conditions are:

- You must return the Vehicle undamaged and on time
- Smoking (including vaping) is strictly prohibited in the vehicle. **Evidence of smoking (e.g. smell, damage to upholstery) will result in the loss of the full Security Deposit.**
- All equipment provided with the vehicle is returned free from damage.
- You must return the Vehicle with diesel refilled to its agreed pre-hire level.
- You must return the vehicle in a clean and tidy condition. We reserve the right to charge a £50 cleaning fee for vehicles that are excessively dirty. There is a fixed £50 cleaning charge if a pet has been in the vehicle with Our consent. This must be agreed at the time of booking.

- You must ensure that cooking appliances and utensils are clean and in the same condition as when rented out.
- The wastewater and (if applicable) toilet cassette must be emptied prior to return. A separate toilet cleaning fee will apply if the toilet waste tank is not empty on return.
- You must return the vehicle is returned by the agreed time. Please inform Us if You are going to be late.

## **INSURANCE COVER**

You are made aware that:

- The Vehicle is insured for damage to the Vehicle and the property of a third party, but does not include any personal insurance for You or Your possessions
- The Insurance does not cover Overhead Damage. You will be responsible for the cost to repair all damages to the vehicle (or any associated fitments or fixtures) above 6 feet (1.83 metres) in height measured from the ground upwards.
- You will have to pay an excess for any Insurance claim regardless of which party is at fault for the accident. The insurance excess is £1000 per claim, not per rental
- You will not have any insurance cover and You will be responsible for the total cost of any damage if you breach any of the terms of this Agreement
- You will be responsible for any damage caused through negligence and will not be covered by the insurance. This includes, but is not limited to, mis-delivery of any fuel or contamination of the water tank.

## **ALTERATIONS TO VEHICLE**

You are not permitted to make any alterations or additions to the vehicle without our prior written consent. This includes installing roof and bike racks or swapping out items within the vehicle.

## **MAINTENANCE**

You are responsible for any damage to windscreens or windows, punctures or other damage to tyres or wheels during the hire. You shall take all reasonable steps to ensure the integrity of the vehicle, including acting appropriately to any dashboard warning lights. In the event of a breakdown you will be reimbursed by us for period that the vehicle is unavailable on a pro rata basis.

## **BREAKDOWN**

In the unlikely event of a breakdown please contact the breakdown service that covers the Vehicle, then inform Us immediately. You are authorised to request repairs up to a value of £75 which will be reimbursed to You on production of a receipt. Repairs costing in excess of £75 must first be authorised by Us prior to work being undertaken

## **LIMITATION OF LIABILITY**

We will not be liable to you for any loss of profit or for any special, consequential or indirect damage or loss suffered by you, including but not limited to any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for your purpose, any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any vehicle recovered or handled by us. Subject to any insurance arrangements agreed with us, you hereby indemnify and shall keep us, our employees and agents indemnified against any claims, demands and expenses (including legal costs) incurred or sustained by us or any of them by reason of you use and/or possession of the Vehicle. Any vehicle you leave with us at our premises during your hire period is at Your own risk.