



Happy Camper Rentals Limited

Terms and Conditions of Business, Booking and Hire

Happy Camper Rentals Limited hires the Campervan (including any replacement vehicle) to you subject to the rental agreement which incorporates these Conditions and the information and conditions contained on the "**Booking Deposit**" means non-refundable sum of £150 paid at booking;

- "**Business Days**" means a day other than Saturday, Sunday and public holidays;
- "**CDW**" means collision damage waiver;
- the "**Campervan**" means the Campervan hired to you under the Contract and as specified to you by us, including all tyres, tools, accessories and equipment;
- "**Conditions**" means the terms and conditions set out in this document;
- "**Contract**" means the agreement between Happy Campers and the Hirer for the hiring of the Campervan incorporating these Conditions;
- "**Driver**", means the person(s) nominated as the driver(s) in your Order;
- "**Force Majeure**" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required by or for performance of the contract, except any party's failure to pay will not be an event of Force Majeure in any event;
- The "**Order**" means your order made by providing us your completed booking form;
- The "**Rental Agreement**" means the document entitled "rental agreement" read and signed by the Hirer on collection of the Campervan.
- "**Security Deposit**" means a sum of £500 as detailed below, paid by bank transfer, credit or debit card or by PayPal;
- The "**Services**" means the hire of the Campervan(s) and any additional services offered by us in accordance with the Contract.
- "**Specification**" means the description or specification of the Van set out in the Order
- "**VAT**" means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the delivery of the services.
- "**we**", "**us**", "**Happy Campers**" means Happy Camper Rentals Limited (Company number 9244716) registered in England whose registered office is at 106 Mill Studio, Crane Mead, Ware, Hertfordshire, SG12 9PY.
- "**you**" or the "**Hirer**" means the person or persons entering into the contract; booking form that you completed and agreed online or completed and signed on paper. In entering into a rental agreement with Happy Camper Rentals Limited, you accept these Conditions and confirm that you will strictly comply with them.

1. Interpretation

In these Conditions, the following definitions apply:

Unless the context requires otherwise:

- each gender includes the others;
- the singular includes the plural and vice versa;
- references to the contract include these terms and conditions, the Order and its schedule (if any);
- references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- clause headings do not affect their interpretation;
- general words are not limited by example; and
- references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. Application of these Conditions

Please read these Conditions carefully as they apply to the supply of information and services by us to you. We also recommend that you read the terms and conditions of use of our website as they apply to your access and use of our website. They include important information relating to our services and form the basis of any agreement between us should you wish to proceed with an order. We request that you pay particular attention to the privacy policy, which sets out the principles by which we abide in relation to the treatment of information about visitors to our website.

If you are uncertain as to your rights under these Conditions or you want an explanation about them, please email our rental team at hello@happycampers.co.uk. If you do not agree with these Conditions, you are not authorised to rent a Campervan with us.

These Conditions apply and form part of the Contract between you and us. They supersede any previously issued terms and conditions of supply.

No terms or conditions endorsed on, delivered with, or contained in the Order, confirmation of order, specification or other document will form part of the Contract.

No variation of the Conditions, or to a quotation from Happy Campers will be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Happy Campers.

We will treat each order for the services as an offer by you to purchase the services in accordance with the Conditions.

Our acknowledgement of receipt of your Order is not our acceptance of your Order, which we will send separately.

We reserve the right at all times to reject any order, in whole or in part, at our sole discretion.

No Order submitted by you is accepted by us until we confirm by email its acceptance or we supply you with the Campervan, whichever the earlier. No contract will exist between you and us until we confirm our acceptance of your order or supply you with the Campervan.

3. Description

All Campervan and additional service descriptions and any content on our website are intended merely to present a general idea of our services.

4. Price

The price for the hiring of the Campervan will be as set out in the Order or in default of such provision will be calculated in accordance with our standard scale of charges in force on the date of the formation of the Contract.

The price includes:

- Basic rental price of the Campervan;
- Local taxes (included but not limited to Value Added Tax, Road Tax) and surcharges;
- Comprehensive insurance for the first Driver subject to any insurance uplift for endorsements;
- Unlimited mileage;
- Comprehensive Breakdown cover provided by a provider of our choice (excluding any insurance loading, extra charges that may be incurred if the Driver to be insured has a traffic conviction, is using a non-UK driving licence or is in an occupation which is deemed high risk. These charges will be passed on to the customer);
- Gas bottle / canister for cooker and portable stove.

The price does not include the following (please note that this is not an exhaustive list):

- Fuel cost;
- Congestion charges;
- Deposits requested by us;
- Fines, penalties, toll charges etc you may incur;
- Late return fees;
- Any overhead damage, tyres, glass and windscreens or incorrect refuelling for which the hirer is responsible;
- Additional insurances, or
- Special requests.

If we need to vary the total rental price to take account of any changes in taxes and duties, site errors or errors or omission in the price displayed on our website or in any confirmatory correspondence, we will notify you by e-mail and allow you an opportunity to cancel your order without any cost to you.

5. Availability & Payment

Availability is on a request and confirmation basis at the time of your reservation. A reservation is only binding once the booking is confirmed by Happy Camper Rentals Limited by email, and a Booking Deposit of £150 has been received. The payment of the Booking Deposit can be made by cheque (except for late bookings as defined below) PayPal, credit or debit card or bank transfer only. Settlement of the remaining balance must be made six weeks prior to the start of the rental period. For late bookings (less than six weeks before the start of the rental period) the full rental price is payable on booking. A Campervan will not be released without full payment being completed. Cheques will not be acceptable for late bookings (less than 2 weeks prior to departure).

Any payment will be made in pounds sterling.

Although we want you to have your Campervan of choice, we do not offer any guarantee on the make or model of Campervan you will receive. The Campervan that appears on the Order is for guidance only and may be substituted for an alternative or similar Campervan. We may hold two different models of the same Campervan. We cannot guarantee which model you may receive before you collect the Campervan. We reserve the right to provide you with a suitable comparable or superior alternative, without notice, upon collection. If you are dissatisfied with the standard of the Campervan you must advise us immediately.

If a substitute is not available upon collection, we will be responsible for a full refund of monies received by us as soon as possible and in any event within 30 Business Days of us informing you that we cannot fulfil your order. We will use reasonable endeavours to insure that such notification will be within a reasonable time before collection.

6. Title to the Campervan

The Campervans will at all times be owned by us and you should not make any representation that may lead third parties to believe otherwise.

The Hirer acknowledges that Happy Camper Rentals Limited retains title to the Campervan and that the Hirer possesses the Campervan and its goods fitted and not fitted as a mere bailee only and does not have any right in connection with the Campervan and agrees not to do so and will not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Campervan.

7. Booking – Information, ID and driving licence requirements

You can use the booking form on the 'Make a Booking' page on the website or email us direct at hello@happycampers.co.uk to make enquiries. The information asked for on the form is required by our insurers to ensure the validity of those hiring our Campervans. These details are not passed on to anyone other than our insurers, and are held securely. We will also ask you for a deposit payment to secure your booking. You must inform us on the booking form or subsequently in writing no less than seven (7) days before the start of the rental period, the names and ages of all the people who will occupy the Campervan during your stay. Failure to do so will be a break of the Conditions and may invalidate insurance.

After making your booking and before hire we will need to take copies of the following documents;

- the paper and card driving licences for all named Drivers, and
- another bill or statement showing the current address of every Driver from this list of acceptable documents:
 - Council Tax bill (less than 12 months old prior to the start of the hire);
 - Gas or Electricity bill (less than 3 months old prior to the start of the hire);
 - HM Revenue & Customs notice of Coding (less than 12 months old prior to the start of the hire);
 - Mortgage statement (less than 3 months old prior to the start of the hire);
 - Telephone Bill (Not Mobile) (less than 3 months old prior to the start of the hire);
 - UK based Bank or Building Society statement with Debit, Credit or Cheque Guarantee Card (less than 3 months old prior to the start of the hire);
 - Water bill (less than 3 months old prior to the start of the hire).

These must be original postal documents, as photocopies will not be accepted. Printed utility bills will also be accepted provided all the customer's information (name and address) is shown.

Driving Licences requirements

Drivers must be 25 years of age or over and under 70, in good health and hold a full driving licence. "In good health" means that you have no mental or physical disabilities which would interfere with your ability to drive – including, but not limited to a heart condition and epilepsy. In addition you must not be taking drugs likely to affect your driving or drugs prescribed by a medical practitioner for treatment of drug addiction.

You will need to have held a UK driving licence for a least a year or a European Union licence for at least two years. Please note that you must present both parts of the new two-part UK driving licence at the time of rental. If you have an old paper licence then please bring your passport to provide photo ID.

If the licence is not of EU origin, your licence must be accompanied by a valid International Drivers Permit.

We reserve the right to refuse rental of Campervans if you have received an endorsement on your driving licence including an endorsement for dangerous driving, driving whilst drunk or on drugs, theft or unauthorised taking of vehicles or if you have been disqualified for 12 months or more, also if you have more than 6 current points on your licence. Endorsements on licences will be taken from the date of conviction, not from the date of the offence. Please note that a disqualification over 5 years old is acceptable even if it is still showing on your licence. If you have placed an order with us when you have such endorsements, we will not be required to refund any payments made by you.

We do not accept any driving licence that shows a ban of more than 56 days. This is due to the driving licence being invalid as the Driver must reapply for a licence following a ban of over 56 days.

If a Driver has a driving ban of over 56 days on their licence and advises they have reapplied for their licence, they will be subject to a further enquiry at the hire desk which will involve the hire desk calling the Driver and Vehicle Licensing Agency to check that the Driver is fully licensed. This will be charged to the customer at £50.

It is your responsibility to ensure that an appropriate driving licence is provided by each Driver. This will be copied and the details retained by us in accordance with our privacy policy. No refunds will be given for rentals rejected to non-production of an appropriate driving licence.

We will require the driving licence numbers and other identification information for all those who intend to drive, when you make your booking as well as the above mentioned documentation.

On collection of the Campervan you warrant that information supplied with the original booking has not materially changed, including but not limited to the number of points on a driver's licence. It is your responsibility to inform us on any driving endorsement received by any Driver since the entitlement to drive notification was sent to you as well as any medical condition of any Driver which may affect the validity of the driving entitlement.

8. Provision of the Campervan

We reserve the right to refuse to provide a Campervan to you if, when attempting to collect the Campervan, you are, in our reasonable opinion, unfit to drive or you do not meet the eligibility requirements. In such case the Contract will terminate immediately and, unless we rent the Campervan allocated to you to a third party for the relevant hire period, we will have no further liability towards you. We will be under no obligation to take any steps to actively seek a third party to rent the Campervan allocated to you.

9. Security Deposit

We require a £500 Security Deposit payable by cash, bank transfer, cleared cheque, credit or debit card on collection of your Campervan. This is fully refundable on return of the Campervan on the agreed date and time, in the same condition as it was let out, with a full tank of unleaded petrol. The deposit will be refunded to you within 28 Business Days, less any deductions for charges, loss or damages. Should any charge, loss or damages exceed the Security Deposit the Hirer will be responsible in settling the additional costs within seven (7) Business Days. Similarly if the damages do not exceed the Security Deposit Happy Camper Rentals Limited will only deduct the necessary amount.

10. Insurance

Insurance cover provided is Fully Comprehensive for the first, and any Drivers, with a standard excess of £750. In the event of any damage to either the Campervan or third party property, the Hirer will be liable for the excess. The Hirer will also be fully liable for replacement or repair of windscreen or tyre damage. Driver age limits are 25 to 69 years old. Details of all Drivers are required in advance, with production of actual valid Driver's licence required from all Drivers collecting the Campervan at start of hire. Drivers are personally liable for all legal penalties (eg: speeding, parking fines etc), which are incurred whilst you rent the Campervan. We reserve the right to make reasonable charges for our time incurred and the administration costs involved in processing any fines and/or penalties. At present our administration charge for processing any fines and/or penalties is £50. The interior equipment and other items as specified in the Van Handbook are not covered by the insurance and any damage will incur costs in additions to the excess.

Damage to our Campervan will be paid for out of the Security Deposit, although you may have to provide more funds up to £750 should the damage to the Campervan exceed the £500 deposit paid.

You should not exceed the maximum number of passengers suggested for the Campervan. If you do, the insurance will be invalid and you will be responsible for any payments that would have been normally made by the insurer.

You must provide true and complete information for our insurers as requested on the booking form (paper form and online) at least ten (10) Business Days before the hire period commences. If you make your hire booking less than ten (10) Business Days before the hire is due to commence, all information required by the insurance company must be provided at the time of booking. This is to ensure that the insurance company can confirm they are willing to insure your chosen Driver(s). Failure to provide this information within the time specified may result in us being unable to proceed with your booking. Should you fail to provide the required information in time and your booking is cancelled as a consequence, our policy on cancellation fees as set out above applies.

We are not responsible for any damage in connection with any accident or breakdown caused by you, nor are we responsible for any loss from the van. Our insurance policy protects us and any Driver against legal claims from any other person or for death or personal injury or damage to any other person's property caused by use of the Campervan on the road, on condition you report all such incidents to us immediately (and you are using the Campervan within the Conditions and those of our insurance company). The terms and conditions of our insurance company are included. In the event that any third party suffers death, personal injury or damage to property caused by use of the Campervan which involves a breach by you or any Driver of any of the Conditions, and that of our insurance policy, or our Health and Safety Guidelines, 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.

If you invalidate the insurance policy for the Campervan, you will be responsible for indemnifying us for any loss that we may suffer.

The insurance on the Campervan is limited for consequences resulting from fire due to cooking or heating. In this instance you will be liable for the outstanding cost of putting right any damage.

Where the Campervan is subject to theft or fire, you must contact the police and report the incident to Happy Camper Rentals Limited immediately. You must then submit a copy of the police report, the Rental Agreement and the Campervan keys to us.

Theft protection does not apply beyond the rental date agreed with us therefore if you do not return the Campervan on time you will be responsible for any costs that we may incur against any theft.

CDW and the Insurance does not apply to windscreens, windows, wheels, tyres, the underside, the roof and the interior of the Campervan, towing charges, or where the Campervan is driven off road or on unsurfaced roads or without due care and attention, negligently, recklessly or where the Driver is under the influence of alcohol or other drugs. Your liability to pay the cost of the damage will therefore not be waived in these cases and you may be liable for the full cost. In respect of windscreen damage a separate policy excess charge of £500 may be levied and is not included within the CDW.

As an optional extra you can choose to reduce the excess of £500 to zero by paying an extra £12 per day of the hire period or to reduce the excess to £250 by paying an extra £6 per day of the hire period.

11. Additional Drivers

You can arrange for additional Drivers to be permitted to drive the Campervan. An additional charge of £6.00 per day applies to each additional Driver. All additional Drivers must be present at the time of hire.

A maximum of three Drivers is allowed per Campervan. Driving by an unauthorised driver invalidates insurance. It is a criminal offence to drive without insurance in the UK.

12. Fuel

The fuel tank will be full on collection and must be returned to us full. An administration charge of £25, plus the cost of the missing fuel will be deducted from your Security Deposit if the Campervan is returned with missing fuel.

Gas is provided for the gas hob and heating if applicable. We will meet the cost of one additional cylinder of gas on production of a valid VAT receipt. We will not pay for an incorrect size or make of gas cylinder and will charge you £70 for replacing the incorrect size or make of gas cylinder.

13. Charges

The charges stated on the rental invoice reflect your use of the Campervan during the rental period and include basic hire 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 Campervan during the rental period, and may include (but are not limited to) loss of or damage to the Campervan and its contents during the rental period and/or until the Campervan is examined, the insurance excess, refuelling service charge and fuel cost, any late return charge, any additional Driver charge, any pet damage charge, extra cleaning charge and any road tolls or fines for charges arising from traffic or parking offences during the rental

period. All charges are subject to final calculation within fourteen (14) Business Days of the end of the rental period.

14. Payment of Charges

All charges and expenses payable by you under these Conditions are due on demand by us.

Where sums due hereunder are not paid in full by the due date:

- We may, without limiting our other rights, charge interest of 1.5% per calendar month on the outstanding balance;
- Interest will accrue on a monthly basis, and apply from the due date for payment until actual payment in full, whether before or after judgment;
- We may also charge you for any collection costs incurred by us, including reasonable costs for using a solicitor or a debt recovery business.

When you comprise more than one person, each person is jointly and severally liable for all obligations of you pursuant to the Contract.

15. Collection & Return

Collection

Pick up is generally at 3pm (15:00 hours) on the day of booking.

The Campervan will be held until 5pm (17:00 hours) on the day of booking. If you are going to be later than the agreed time of collection on your order confirmation sheet, you must contact us. Should the Campervan not be collected before 5pm on the day of booking and we have not been notified of a later collection, your booking may be cancelled. In this event, no refunds can be given.

An out of hours collection service is not offered by us. No Campervan can be collected outside our normal business hours (i.e. after 5pm on a weekday).

Please allow 30 minutes for the hand-over to complete the paperwork and demonstrate your Campervan to you. Please allow a similar 30 minute handover on your return. You and one of our representatives will check the condition of the Campervan at the start of the rental term and on the return of the Campervan. You will acknowledge receipt of the Campervan which appears, upon visual inspection, to be in good, clean condition and sound working order on collection. It is your responsibility to check the Campervan for existing damage upon collection of the Campervan and to inform us of such before you depart. The Hirer will acknowledge having received the Campervan in a clean condition and in sound working order in accordance with the Departure Checklist and Inventory and with a full fuel tank and Gas bottle / canister.

Return

Vans must be returned by 10am (10:00 hours) on the final day of the rental period with a full tank of fuel or we will take the costs of refuelling from your deposit as described in section 20 of these Conditions. The Campervan must be returned reasonably clean for the next hire including all cutlery, utensils and van equipment and in the same condition as it was in when we provided you with the vehicle. Failure to do so will allow us to deduct payment from the deposit for restoring the Campervan to the original state and condition that it was in when it was provided to you.

A cleaning fee of £100 will be charged against the deposit if the Campervan is not returned with the interior in a clean condition.

Please allow sufficient time to get back to Happy Camper Rentals Limited's base so that you do not push the Campervan too hard trying to get back in a hurry.

If you return the Campervan to any other location than the agreed location, repatriation costs will be charged to you.

Early and Late return

There are no refunds for early returns. If you are running late we must be advised immediately. If a Campervan is returned later than the time specified on the order confirmation sent by us, we reserve the right to charge you £25 per additional hour. This is to ensure that we have the Campervan ready for the next Hirer. Remember that late returns affect the holiday of the next person to hire the Campervan. Should the late return of the Campervan make us liable for extra costs, we reserve the right to pass on these costs to you by deducting them from your Security Deposit. Should the late return be due to an accident you will be liable for any revenue lost due to the Campervan being unavailable for hire.

16. Use of the Campervan

The Campervan is not to be and the Hirer agrees that he or she will not allow the Campervan to be:

- driven otherwise than in a cautious, prudent and normal manner;
- overloaded or driven when loads are not properly secured;
- used in a manner which could cause damage;
- driven in a prohibited area;
- driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- left with the ignition key in the Campervan while it is unoccupied;
- left unlocked, unsecured or in an unsafe place when unoccupied
- left unoccupied without the radio faceplate removed;
- left unoccupied with windows or roof open, the handbrake unapplied and/or with valuables on display;
- driven by any persons not authorised by Happy Camper Rentals Limited, under the age of 25 years or who is not authorised by law to drive the Campervan or named in the rental agreement;
- damaged by submersion in water;
- put into contact with salt water;
- used for any race, rally or contest;
- used for any illegal or immoral purpose;
- used to tow or push any vehicle, trailer or other object;
- used to carry passengers or property for hire or reward;
- used to carry more persons than the seating capacity (4);
- used to carry volatile liquids, gases, explosives or other corrosive or inflammable material other than those gases to be used only for the hob and portable BBQ/stove;
- used to carry any object or any substance which, because of its condition or smell, may harm the Campervan and/or delay our ability to rent the Campervan again;
- drive or park in contravention of any traffic or other regulations;
- used for sub renting;
- altered in any way.
- or otherwise used in breach of the Hirer's obligations under the Contract.

The Campervan is to be driven within the UK mainland only.

17. Campervan Care

Engine

If there is damage or breakdown caused by your own actions, you will be liable for the cost of repair/replacement. This could be such things as pushing the engine too hard, or putting diesel in a petrol engine or vice versa, or burning out the clutch. This list is not exhaustive. You must take all reasonable and practicable steps to properly and safely maintain the campervan including regular checks on; batteries, engine oil and other gauges, bulbs and tyre pressures and condition when driven more than 500 km, refilling or replacing as necessary. If you cause damage to the engine through driving too fast (over 50 mph) over too long a period of time, and / or ignoring warning lights, you will be liable for any repairs required or even the cost of a replacement engine.

Tyres

You agree that the tyres on the Campervan are visibly sound and appear within legal limits. Any damage or repair to tyres is the responsibility of you, unless it can be shown that damage is due to invisible defects in the manufacture of the tyre which are covered by a manufacturer's warranty, in which case we may reimburse you. For any reimbursement you must: a) Return the defective tyre to us for inspection and return; b) Produce appropriate receipts; and c) Accept the decision of the manufacturer as to whether reimbursement is made.

Happy Camper Rentals Limited will reimburse the Hirer for expenditure up to £50 reasonably incurred in rectifying any electrical or mechanical failure of the Campervan, provided that the Hirer produces relevant receipts at the end of the hire period and has received the prior consent of Happy Camper Rentals Limited, and that the damage is not due to any fault of the Hirer or any breach of the Contract by the Hirer.

Health and Safety

You must follow the health and safety guidelines when operating the Campervan and its appliances and using any equipment in the Campervan, awning or tent. The instructions for using the van and its accessories and facilities, including the health and safety guidelines, are provided to you upon receipt of the Campervan verbally and are to be found in the Campervan handbook in your Campervan.

Seat Belts, Booster and Baby Seats

You must carry only as many passengers as there are seat belts in the Campervan. Buddy seats **MUST NOT** be used while the Campervan is in motion. You are legally responsible for obtaining and using a child or baby seat (these can be provided on request, for an additional charge). For each child under 135 cms (4ft 5in approx) or under 12 years of age you must use a booster seat or baby seat as appropriate. For further info, visit www.gov.uk/child-car-seats-the-rules. Where supplied by us the fitting of any such equipment is the sole responsibility of you and we can accept no liability whatsoever for defective child or baby seats not supplied by us or the incorrect fitting by you.

Smoking

Happy Camper Rentals Limited operates a strict no smoking policy in all Campervans, awnings and tents.

Pets

Happy Camper Rentals Limited welcomes pets. We charge £25 per hire to cover additional cleaning costs. Pets must be disclosed on our booking form and only pets that we confirm are acceptable may be brought into the Campervan. All damage, however caused by your animals, will be charged to you. You undertake to

comply with current law concerning the carriage of animals when travelling in the Campervan at all times. Pets must never be left alone or unsupervised in the Campervan.

18. Breakdown/Accidents/Incidents

Our Campervans are all very experienced travellers – they're all from the 1970s and 1980s, and have had long and eventful lives. We've put huge amounts of work into them to make them safe and reliable, and they're all fully refurbished and maintained. However, they are still vintage vehicles, and this means that they do occasionally have hiccups, although breakdowns are rare. Please be prepared to take your trip at the Campervan's pace.

If the event of the Campervan breaking down and being un-drivable, you must contact the breakdown service for which full membership details are in your on-board documents for relay back to our local garage. You must also contact us immediately. We will consider allowing relay to a local garage depending on the nature of the breakdown fault. If you arrange for the Campervan to be relayed to any other location without our authorisation, you will be responsible for all costs of delivering the Campervan back to our local garage.

In the case of a breakdown Happy Camper Rentals Limited will refund your pro-rata rental cost for the time the Campervan is unusable. Although we may be able to provide a replacement vehicle, we are under no obligation to do so. Our Campervans are provided to you with a set of tyres in good condition. In the event that any of them is damaged for any reason other than normal wear and tear, you undertake to replace it / them immediately at your own expense with a tyre of the same dimensions, type and wear characteristics.

Your Responsibility If An Accident Occurs

In the event of any accident, loss or damage arising out of the use of the Campervan, you will notify Happy Camper Rentals Limited immediately, obtain the names and addresses of third parties and any witnesses and report the event to the Police. The Hirer undertakes to assist Happy Camper Rentals Limited in handling any claim arising from any event, including providing all relevant information and Police or Insurance statements as required.

Good Driving

Campervans should only be driven on sealed/bitumen roads or suitable surfaces on proper campsites. We request that speeds should be kept below 50 mph to avoid excessive wear and tear of the Campervan. You will find the gears and brakes very different to modern cars and it is advisable to leave lots of space and allow lots of time for braking and gear changing. Don't let your Campervan struggle up hills – better to change down and keep the revs up.

19. Drinking Water

We cannot be held responsible for the cleanliness of drinking water obtained from various campsites. The water stored in the Campervan is not drinking water. We do advise that you drink bottled water.

20. Keys

In the event that keys are lost or damaged you will be liable for the reasonable costs of obtaining replacement keys, and any costs associated with providing the keys to you during the hire period. You must lock the Campervan at all times when not in use.

21. Your Car

During the period of the hire you may park your car at our premises but do so at your own risk. We cannot accept responsibility for the loss of, or damage to your car or its contents unless caused by us.

22. Personal Travel Insurance

It is the Hirer's responsibility to provide their own insurance to cover personal items and belongings and personal injury in the event of an accident.

23. Termination

The Hirer acknowledges that Happy Camper Rentals Limited may terminate the contract between you and Happy Camper Rentals Limited and repossess the Campervan at any time, without notification to the Hirer, and that the Hirer will pay the reasonable costs of repossessing the Campervan, including towing charges, if the Hirer is in material breach or series of breaches resulting in a material breach of the Contract; has obtained the Campervan through fraud or misrepresentation; the Campervan appears to be abandoned; the Campervan is not returned on the agreed return date or Happy Camper Rentals Limited reasonably believes that the Campervan will not be returned on the agreed return date; or Happy Camper Rentals Limited considers on reasonable grounds, that the safety of passengers or the condition of the Campervan is endangered. On the termination of the Contract for any such reason:

- the Hirer has no right to a refund of any part of the rental charges or the Security Deposit;
- the accrued rights and liabilities of the parties will not be affected; and
- any clause which expressly or by implication are to survive termination will do so.

24. Your right to cancel & Cancellation charges

You can cancel your order up to 24 hours by emailing us at hello@happycampers.co.uk before your pick up date and time.

The following charges will apply when cancelling any booking for a Campervan from Happy Camper Rentals Limited:

- More than 4 weeks before your hire start date: no charge.
- Less than 4 weeks before your hire start date: 50% of the balance of the payable hire charge will be incurred
- Less than 1 week before your hire start date: 100% of total hire charge.

However, if we manage to get another booking on the same Campervan, for the same rental period, we will waive the cancellation fee but not the booking deposit. If you change your booking date, we will only honour booking deposits for a period of 12 months from receipt after which time the booking deposit is forfeited.

25. Release and indemnity of Happy Camper Rentals Limited

You accept that we have not in any way selected or assembled your travel arrangements for you. We have merely supplied a Campervan for you. Your travel/accommodation arrangements are not a package and do not fall within the meaning of the Package Travel, Package Holidays and Package Tour Regulations 1992. Subject to its obligation to deliver the Campervan or an appropriate substitute Campervan, the Hirer releases Happy Camper Rentals Limited, its employees and agents, from any liability to the Hirer (regardless of who is at fault) for any loss or damage incurred by the Hirer by reason of the contract between the Hirer and us, including but not limited to any loss or damage caused by breakdown, mechanical defect, accident or the Campervan becoming unsuitable for purpose, any loss or damage to any property left in or on the Campervan, or in any service vehicle. Subject to any insurance arrangements agreed with Happy Camper Rentals Limited, the Hirer hereby indemnifies and will keep indemnified Happy Camper Rentals Limited, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of use and/or possession of the Campervan.

26. Limits of liability

Nothing in these terms seeks to limit or exclude our liability:

- for death or personal injury caused by our negligence; or
- for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
- for defective products under the Consumer Protection Act 1987; or
- for fraud or fraudulent misrepresentation.

We will be liable to you for direct damage to tangible property in an amount which will not exceed the total rental price paid by you under which the claim arises per incident or series of related incidents caused by the failure of the Campervan, as supplied by us to you, to comply with the Specification or applicable product liability laws or regulations in force at the date of delivery.

Neither party will be liable for:

- loss of data or use;
- any form of indirect, consequential or special loss; or
- any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect; and, in each case, however arising.

We will not be held responsible for you or any of your party driving under the influence of alcohol or drugs, causing wilful damage, off road driving or driving without due care and attention. If we do suffer damages as a result of your actions, you agree to indemnify us against all losses, costs, expenses or liability we may incur in respect of your or your party's actions.

27. Force Majeure

A party will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

- promptly notifies the other of the Force Majeure event and its expected duration; and
- uses reasonable endeavours to minimise the effects of that event.

If, due to Force Majeure, a party is or will be unable to perform a material obligation then the other party may terminate the Contract on immediate written notice OR the parties will, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

28. Statutory rights

As a consumer you have certain statutory rights regarding statements made in public by us or our representatives, the repair or return and replacement of any defective or misdescribed vehicle and the performance of services, as well as claims in respect of losses caused by our negligence or our failure to carry out our obligations. In certain circumstances you may require us to reduce the price you have paid for defective or misdescribed Campervan or cancel your contract with us. Nothing in the Conditions affects those statutory rights.

29. Complaints

Our website is operated and controlled from the United Kingdom and these Conditions and your use of this website are governed by and construed in accordance with the laws of the relevant part of the United Kingdom.

If you have a complaint you should contact us via the "Contact" page. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement the address for complaints is hello@happycampers.co.uk

30. Distance selling

These Conditions are intended to be consistent with the Consumer Protection (Distance Selling) Regulations 2000 as amended and nothing in them is intended to impose on you any duty or liability additional to those specified in those Regulations. If you would like a copy of these Regulations, they can be obtained from the Department of Business, Enterprise and Regulatory Reform.

31. General

Time

Unless stated otherwise, time is not of the essence of any date or period specified in these Conditions, the Order or otherwise in the Contract.

Severability

If any part of the Contract is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Contract and the remaining provisions of the Contract will otherwise remain in full force.

Notices

Notices under the Contract will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:

- by first-class post: two Business Days after posting;
- by airmail: seven Business Day after posting;
- by hand: on delivery;

- by facsimile: on receipt of a successful transmission report from the correct number; and
- by e-mail: on receipt of a delivery or read receipt mail from the correct address.

Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

Priority

In the event of conflict, the terms of these Conditions prevail over those of the Order or schedule (if any).

Entire Agreement

The contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

Succession

The Contract will bind and benefit each party's successors and personal representatives.

Transfer

You are not permitted to transfer your rights and obligations under these Conditions without our written authority. This authority will not be refused without good reason.

Privacy

The hirer acknowledges and agrees to be bound by our privacy policy. See website for details.

Rights of Third Parties

This contract is not enforceable by any third party under the Contract (Rights of Third Parties) Act 1999 or otherwise.

Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter (including non-contractual disputes or claims).