

Our simply cool Terms and Conditions

We want to provide you, our customers, with a friendly and efficient campervan hire service so that everything runs smoothly from the moment you first visit our website to your safe return in one of our simply cool campers.

To help with this we've aimed to make the T&C's set out below as simple and easy as possible for you to read and understand and to ensure that you and us are protected.

This agreement is made between Simply Cool Campers and the person(s) completing the booking form.

Simply Cool Campers hires the campervan to you subject to this Hire Agreement which incorporates these Terms and Conditions and the information given on the booking form that you completed and agreed online or completed and signed on paper. In entering into this Hire Agreement you accept these Terms and Conditions and confirm that you will strictly comply with them. The rights and obligations within these Terms and Conditions govern your use of our campervan and are not transferable by you. You acknowledge that the campervan is owned by us and that any attempted transfer or sub-letting of the campervan by anyone other than us is prohibited and a criminal offence. We permit you to use the campervan on the terms of this Hire Agreement only.

Terms of Use

To drive and hire a campervan in the UK and Ireland

- You will need to be between the ages of 23 and 75 years old (for 23 and 24 year olds the insurance excess will be higher) at the time of, and for the duration of the hire.
- You must have a full valid UK or EU drivers licence held for a minimum of two years (for non-EU licence holders e.g. Australian the insurance excess will be higher).
- You are allowed two 3 point convictions but must have no more than two 3 point convictions per driver as standard without referral.

Insurance and Breakdown Cover

Included in your hire is fully comprehensive insurance and European breakdown cover. If you are travelling to Ireland an additional charge of £31.80 per week (or part week) is payable to allow the vehicle to be driven outside of UK territory.

Booking

At the time of booking you complete the campervan hire booking form online which includes your home address, phone number, email address, full names of all persons travelling, full names of all drivers (no maximum), your hire dates and what you would like included in your hire.

Payment and cancellation

A deposit of £150 or the full amount of the hire if less than the deposit amount or, if the booking is less than six weeks before the hire date is payable either by bank transfer or cheque.

The balance of your hire is due six weeks before your collection date and payable by bank transfer or cheque

There are unavoidable charges if you cancel your booking which are as follows:

- From the time of booking to 6 weeks before collection the booking deposit is non-refundable.
- 6 weeks - 2 weeks before collection 50% of the total hire charge is non-refundable.
- 2 weeks - collection 100% of the total hire charge is non-refundable.

Unfortunately we are unable to postpone, transfer money from one hire to another.

Collecting your campervan

When you arrive to collect your campervan, please ensure you allow at least an hour for us to show you around the camper, familiarise you with the controls and the driving of the campervan and how to operate the cooker, sink, fridge, roof, camping gaz, water storage and other accessories. We will also need to complete the paperwork in this time. You will also need to allow time to load your luggage into the camper and/or secure your bikes onto the bike rack etc.

Usual hours for collecting your campervan will be between 3pm and 4pm unless otherwise agreed with us.

As part of the collection process, you the customer, acknowledge receiving the campervan in a clean condition and in sound working order and with a full tank of petrol (unleaded) and two camping gaz bottles for the hob.

Documentation you must bring with you or have provided prior to pick up to enable you to drive away the camper:

- Full valid UK or EU driving licence for each driver
- Passport
- Two forms of proof of address e.g. a recent utility bill or bank statement to showing your current address
- £500 security deposit by bank transfer prior to pick

Unfortunately any customer unable to show these documents will not be able to drive the camper. If there is no-one within your group able to produce these documents, or if your licence is unacceptable due to endorsements or defacement therefore being unable to drive the camper away, hire will unfortunately be cancelled by simply cool campers and we will be unable to offer a refund.

We want you to have the campervan of choice but we must allow for unforeseen circumstances. We therefore reserve the right to provide you with a suitable comparable or superior alternative, without notice, upon collection. Should a substitute campervan not be available upon collection, we will be responsible for a full refund or monies received by us together with any reasonable and foreseeable loss of expenses you may incur as a result. All rights are reserved by us to refuse any hire if in our reasonable opinion you are not suitable to take possession of the campervan.

At the end of the hire period

You will need to return the campervan within the time agreed (usually between 9am and 11am unless otherwise agreed) to enable us to prepare the camper for the next customer. Unfortunately there will be a charge for any campervan returned later than the agreed time as set out below.

The campervan and all its equipment must be returned in a good, clean condition, with no damage to it, its contents or any third party property.

Fuel

You will need to return the campervan with a full tank of unleaded petrol. An administration charge of £25 plus the cost of the missing fuel will be deducted from your security deposit if the campervan is returned without a full tank.

Security Deposit

The £500 security deposit is refundable on the safe return of the campervan and its contents in the condition in which it left us subject to an inspection satisfactory to us. This must be paid to cover the possibility of damage (whether negligent, wilful, accidental or otherwise) or loss to the campervan or the fixtures and fittings therein or the contents, windows, wheels, tyres etc included with the campervan.

Your security deposit will normally be refunded within 3 days of the end of the hire period. Should there be any damage or requirement for any repair, replacement or special cleaning, the costs will be deducted from the security deposit before the balance is returned to you. You irrevocably authorise us to deduct from the security deposit any amounts due to us arising out of the Agreement. If we are not holding your card information, then you agree irrevocably to pay all charges upon request. In the event that there is a claim we reserve the right to retain the security deposit for such long a 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 the campervan or its equipment, fixtures and fittings as well as payment for the insurance excess. Where the security deposit is insufficient to cover the costs, you will pay any additional amounts due. These will be invoiced as appropriate. Where charges are incurred which result in your security deposit being debited we will provide you with an itemised invoice detailing the charges incurred by you. If we are not holding your card information then you agree to pay all charges upon presentation of the invoice.

Late Return

The hirer agrees that he or she shall not

- Carry more passengers than the seating capacity of the campervan or allow the campervan to be overloaded.
- Use the campervan 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 vehicles.
- 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 campervan and/or delay our ability to hire the camper to the next customer.
- Take part in any race, rally, test or other contest.
- Drive or park in contravention of any traffic or other regulations.
- Use the campervan for any illegal purpose.
- Use the campervan 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 simply cool campers for the cost of making good any damage caused to the campervan by improper use.
- Understands that any damage to the interior of the campervan, living or cooking equipment will be charged to the hirer.
- Understands that simply cool campers are not liable to you, any authorised driver or passenger for loss of or damage to any belongings left in the campervan during or after the hire period unless the loss or damage results from our negligence or breach of this hire agreement. Any belongings left in the camper are at your own risk.
- Will take responsibility for any fines and legal penalties incurred during your hire period.
- In the event that keys are lost or damaged you will be liable for the reasonable costs of obtaining replacement and further costs if directly related to the theft of the campervan.
- Will not smoke inside our campervans, awnings or tents.
- Will disclose any pets on the booking form and any damage caused by a pet will be charged to the hirer.

Our Liability to You

We will only be liable for any loss or damage suffered by you or any member of your party or to your or their property, where such loss or damage is due to our negligence. Where you are a customer acting in the course of a business, this paragraph shall apply instead of the one above. (You will have obtained our permission and that of our insurance company to use the van for business purposes.) We do not accept liability to customers acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, 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.

Breaches of these Terms and Conditions

If you commit a breach of these Terms and Conditions or our Health and Safety Guidelines, we will have the right to terminate your booking without notification, and if you are already in the van, we may require you to return or vacate it immediately. 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 workshop. Breaches in our Terms & Conditions or Health and Safety Guidelines may invalidate your insurance and you will be liable for all losses howsoever sustained including claims by third parties.

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 (and which are available to view at our home). 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.

Personal Data When you book your campervan, we collect personal information such as your name, email address, home address, telephone number, credit or debit card number, security code and the card's expiry date. This allows us to book the campervan and insurance for you. We will also collect non-transactional data should you enter a competition, request a brochure or take part in a survey, for example. We may use the information that we collect to

occasionally notify you about news and information we think you may find valuable. For example, we may send you our latest brochure, supplements, newsletters and special offers. If at any stage you decide that you would rather not receive such information, please contact us by telephone, email or post. We reveal your identity information to our insurance company. We will not sell your information to another company.

Simply Cool Campers hires the campervan to you subject to this Hire Agreement which incorporates these Terms and Conditions. Bookings are accepted on the understanding that you understand and accept and hereby agree to the above Terms and Conditions.

Please sign below to indicate you have read and agree to the terms and conditions.

Signed

Date

Print

Date

Signed

Date

Print

Date

We will ask you to read and sign these terms and conditions at the time of picking up your campervan. Alternatively if you prefer, you can print off this page, sign it and bring it with you on the day.