

## Booking Conditions

Please read these conditions carefully before you submit your order to us. These conditions tell you who we are, how products will be provided to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these conditions, please contact us to discuss.

### 1. DEFINITIONS & INTERPRETATION

1.1 Definitions: In these conditions, the following definitions apply:

**“Agent”**: Quirky Campers Limited a company registered in England and Wales with company number 07399607 whose registered office is Juniper House 139 Colston Road, Bristol, BS5 6AB

**“Booking”**: the reservation of the Campervan including the administration involved in documenting the reservation, and all other matters arising from and related to the reservation.

**“Booking Confirmation Email”**: the email which will be sent by the Agent to you as soon as possible following receipt of your Booking and the Deposit.

**“Booking Dates”**: the dates for which the Booking is made, and which will be in the Booking Confirmation Email.

**“Booking Fee”**: the total sum payable by the Customer for the Booking.

**“Booking Information”**: all relevant information for the Booking requested by the Agent from the Customer and any other information reasonably requested by the Owner;

**“Campervan”**: the campervan which is the subject of this Booking, the details of which will be provided in the Booking Confirmation Email.

**“Customer”**: means the person making the Booking. .

**“Deposit”**: 20% of the Booking Fee or £50, whichever is greater

**“Owner”**: the owner of the Campervan whose details will be provided in the Booking Confirmation Email.

**“Remaining Fee”**: the Booking Fee minus the Booking Deposit.

**“Security Deposit”** the security deposit amount is shown at time of booking and is subject to change if driver does not meet full insurance criteria

1.2 Interpretation: In these conditions, the following rules apply:

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to **writing** or **written** includes e-mails but not faxes.

### 2. THESE CONDITIONS

2.1 We are the Agent in these conditions, and you are the Customer.

2.2 We are acting as agent on behalf of the Owner.

- 2.3 The Owner is responsible for your stay and the contractual relationship is between the Owner and you.
- 2.4 These conditions shall apply to the Booking and shall continue to apply up to and including the Booking Dates.
- 3. BOOKING AND PAYMENTS**
- 3.1 Where you wish to make a Booking you will:
- 3.1.1 provide honest and accurate Booking Information; and
- 3.1.2 pay to us the Deposit with a debit/credit card
- 3.2 Upon receipt of a Deposit from you the Booking Dates will be held, and an email confirming the Booking will be sent by the Agent to you within 24 hours.
- 3.3 The Deposit is non-refundable and shall be payable in all cases where the Booking Dates are more than 30 days from the date upon which you make a Booking.
- 3.4 Where the Booking Dates are less than 30 days from the date upon which you make a Booking, the whole Booking Fee will be payable.
- 3.5 Where the Booking Dates are more than 30 days from the date upon which you make a Booking, you will pay the Remaining Fee 30 days before the Booking Dates commence. The Agent will send you a reminder 1 week before the Remaining Fee becomes due.
- 3.6 If you fail to pay the Remaining Fee on time, the Booking will be cancelled and the Deposit will be forfeited.
- 3.7 The Booking includes use of the Campervan for the Booking Dates and:
- 3.7.1 Daily Mileage Allowance
- 3.7.2 insurance and breakdown cover (insurance subject to conditions below); and
- 3.7.3 any extras provided by the Owner as standard with any Booking.
- 3.8 Daily Mileage allowance
- 3.8.1 The standard mileage allowance is 160 miles for each full day of a paid booking
- 3.8.2 The mileage will be recorded at the start and end of the booking from the odometer and the Owner will calculate the total number of miles driven whilst on hire.
- 3.8.3 If the total mileage exceeds 160 x the number of full days hired, then the owner will invoice you for any additional miles driven
- 3.8.4 Additional miles will be charged at 20p per mile as standard. Please note this may be different for certain vehicles. This will be made known at time of booking
- 3.9 You will be responsible for providing your own child seats for the Campervan as required.
- 3.10 The Owner will organise direct with you to meet on or before the commencement of the Booking Dates to hand over the Campervan. At this meeting you will:
- 3.10.1 pay the Security Deposit to the Owner via credit/debit card, if you haven't already paid it
- 3.10.2 show the Owner your driving licence and the driving licence of anyone else who will drive the Campervan during the Booking and allow the Owner to take a copy;
- 3.10.3 if a UK license holder you will provide the Owner with a DVLA check code to enable the Owner to check the status of your driving licence and the driving licence of anyone else who will drive the Campervan during the Booking(details on how to obtain a printed endorsement or a check code from the DVLA can be found on the DVLA's website); and
- 3.10.4 provide the Owner with proof of your residential address and allow the Owner to take a copy. Acceptable proof of address for the purposes of this clause 3.9.4 will be any of the following which is dated within 90 days prior to the Booking

Date and has an address which matches the address of your driving licence:

- (a) utility bill;
- (b) bank statement;
- (c) council tax bill
- (d) TV/internet/telephone bill; or
- (e) credit card bill

3.11 The Security Deposit will be refunded by the Owner to you no later than 1 week after safe return of the Campervan in the same condition as it was in at the commencement of the Booking Dates, and with a full tank of fuel.

3.12 You acknowledge and agree that we will provide the Booking Information (which will include your personal details) to the Owner for the purposes of the Owner communicating with you about your Booking. We will also use your personal data to contact you about your Booking.

3.13 You agree to comply with any policies, instructions or guidelines provided by the Owner of the Campervan.

#### **4. CANCELLATION**

4.1 Cancellation of the Booking by you at any time will result in the Deposit being forfeited unless you meet the requirements of the cooling off period.

4.1.1 The cooling off period allows you to cancel within 24 hours of creating the booking and receive a full refund

4.1.2 The 24 hour cooling-off period will begin once a booking request has been accepted by the owner and you have received a confirmation email.

4.1.3 The cooling-off period only applies to a stay that is 30 days or more away from the day the booking was confirmed.

4.1.4 After 24 hours, the standard cancellation policy (4.1) will apply as normal.

4.2 The Remaining Fee is non-refundable if you cancel the Booking within 30 days of the commencement of the Booking Dates.

4.3 Where you cancel a Booking more than 30 days in advance of the commencement of the Booking Dates and have already paid the Booking Fee, the Agent will refund to you such sum which is equivalent to the Remaining Fee minus the non-refundable deposit.

4.4 If the Campervan becomes unavailable for the Booking due to mechanical failure, the Agent will use its reasonable endeavours to source a suitable alternative vehicle. Where no alternative vehicle can be found, the Booking will be cancelled and we will issue a full refund of the Booking Fee.

4.5 If the Campervan suffers a mechanical failure during the Booking which:

4.5.1 cannot be resolved under the Owner's breakdown cover in accordance with clause 6; and

4.5.2 means that you are unable to use the Campervan for the full Booking Dates

we shall refund you an apportioned sum of the Booking Fee which will represent those days of the Booking Dates on which you have been unable to use the Campervan.

#### **5. INSURANCE**

5.1 The Owner has in place specialist insurance cover for the Campervan, the details of which will be provided in the Booking Confirmation Email together with criteria which you must meet in order to be covered by the insurance.

5.2 If you do not meet any of the insurance criteria you must inform the Agent and the Owner as soon as possible and in any event prior to the Booking Dates.

5.3 Where you inform the Agent and the Owner of your failure to meet the criteria in clause 5.1 above, the Owner shall investigate with their insurer whether you can be covered by their policy. Any additional insurance cover required may increase the Booking Fee and in the event that the Booking Fee does increase, the Agent will inform you as soon as possible.

5.4 The insurance excess varies from £1,000 - £2,000 depending upon the insurer used and the details of the drivers. The excess amount for the Booking will be confirmed when the Booking Fee

has been paid, and the Booking Information has been provided.

5.5 You shall be liable for the insurance excess in the event of the Campervan being damaged or a claim being made under the insurance policy in relation to the Booking.

5.6 You shall be liable for any damage to the Campervan arising from your negligence or the negligence of any person who enters the Campervan with your permission.

## **6. BREAKDOWN COVER**

6.1 The Owner will maintain breakdown cover for the Campervan and will provide the relevant details to you when they meet you to handover the Campervan for the Booking.

6.2 Should the Campervan suffer a mechanical failure during the Booking, and it is not possible for the Campervan to be fixed at the roadside under the Owner's breakdown cover, you will be transported back to the normal pick up location for the Campervan.

6.3 Should the Campervan suffer a mechanical failure during the Booking and you choose to carry on with a booking rather than having the vehicle recovered you may waive your right to a full refund if the problem persists

## **7. AMENDMENTS TO BOOKING**

7.1 You may request an amendment to the Booking Dates provided that the Agent receives such a request at least 30 days before the Booking Dates.

7.2 Approval of any request you make under clause 7.1 shall be:

7.2.1 at the discretion of the Agent and the Owner;

7.2.2 subject to the availability of the Campervan for the amended dates you have requested; and

7.2.3 subject to a £30 administration fee.

7.3 Where the Booking Dates are amended in accordance with this clause 7, the Agent will recalculate the Booking Fee and:

7.3.1 where the Booking Fee for the amended dates is higher than the original dates, you will pay to the Agent immediately upon request any additional sum required; and

7.3.2 where the Booking Fee for the amended dates is lower than the original dates, the Agent will shall refund to you any overpayment which has already been received in respect of the original dates. Where you have only paid a Deposit when the amendment to the Booking is approved, the Agent can agree with you that the Agent will retain the Deposit for the original booking, and the Remaining Fee payable by you will be reduced so that you pay the correct Booking Fee for the amended booking.

## **8. PRICING AND INFORMATION**

8.1 The Booking Fees shown on the Agent's website are not binding and are subject to change from time to time.

8.2 Information shown on the Agent's website is correct to the best of the Agent's knowledge, but we will not be liable for any inaccuracies.

8.3 The Agent will not be liable for any information found on a third party website which is not directly owned or controlled by the Agent.

## **9. PETS**

9.1 You are not permitted to have any animals in the Campervan unless the consent of us and the Owner has been given in advance in writing.

9.2 Any animal which is permitted in the Campervan in accordance with clause 9.1 above shall be kept under control at all times and shall never be left in the Campervan unsupervised.

9.3 A sum may be deducted from your Security Deposit if the presence of an animal in the Campervan results in any damage to the Campervan or any additional cleaning being required.

## **10. COMPLAINTS**

10.1 In the event that you have any complaint about the Booking or the Campervan you should raise

this directly with the Owner as soon as possible. As the contract of hire for the campervan is between you and the Owner, you must tell them as soon as possible if you are dissatisfied. This means at the handover of the campervan if you are immediately dissatisfied or during the rental period as soon as you become dissatisfied. You must provide, where possible, an immediate opportunity for the Owner to put right anything that is wrong before the end of your hire.

10.2 If you are unable to make contact with the Owner, or if you are dissatisfied with their response, you must contact us as soon as possible with full details of your complaint and the Owner's response if you have received one. You should make every reasonable attempt to contact us and must do so during the hire and before any decision to return the campervan early.

10.3 If you feel that a problem has not been dealt with in a satisfactory manner and you wish for us to liaise with an Owner on your behalf you must put your complaint to us in writing, including any supporting evidence or relevant information, and send it to us via [complaints@quirkycampers.com](mailto:complaints@quirkycampers.com). Complaints must be received within 28 days of the last day of your hire. We will then use our reasonable endeavours to liaise with the Owner on your behalf to attempt to resolve any unresolved complaints. If you do not follow this process it may affect our ability to investigate and rectify your complaint and/or your right to claim any compensation if this would be appropriate.

10.4 Quirky Campers act only as an agent for the Owner and are therefore unable to accept any legal responsibility for your complaint. Any assistance we provide in resolving a complaint, we do so as an agent only and on a goodwill basis. We have no legal responsibility to you for any refund or compensation.

10.5 Nothing in this section will affect your legal rights or any right you may have to bring legal proceedings against an Owner

## 11. RESPONSIBILITY FOR LOSS AND DAMAGE

11.1 Nothing in these conditions excludes or limits the liability of the Agent or the Owner:

11.1.1 for death or personal injury caused by our negligence or the Owner's negligence; or

11.1.2 for any matter which it would be illegal for the Agent or the Owner to exclude or attempt to exclude our liability.

11.2 You will take responsibility for your own possessions and shall ensure that they are kept safely locked in the Campervan during the Booking. The Agent and the Owner accept no liability for any accident, loss of property or personal injury suffered by you during the Booking.

11.3 The Agent shall not be liable for any act, neglect or default on the part of the Owner or any other person not within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or Campervan, which you or any other person may suffer or incur arising out of, or in any way connected with the Booking unless the Agent is responsible.

11.4 The Owner shall not be liable for any accident, damage, loss, injury, expense or inconvenience which you or any other person may suffer or incur arising out of, or in any way connected with the Booking unless the Owner is responsible.

## 12. ENDING THE BOOKING

12.1 Without limiting our respective other rights or remedies, we or the Owner may terminate the Booking with immediate effect if you or any of your party breaches any of these conditions.

## 13. OTHER IMPORTANT TERMS

13.1 We may transfer our rights and obligations under these conditions to another organisation. We will contact you if we plan to do this.

13.2 The Booking is personal to you and you cannot transfer your rights or your obligations under these conditions to another person.

13.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these conditions operates separately. If any court or relevant authority decided that any of them are unlawful, the

remaining paragraphs will remain in full force and effect.

13.4 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

13.5 Nobody other than the Agent, the Owner or you shall have any rights under these conditions. No other person shall have any rights to enforce any conditions.

13.6 These conditions are governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.