

Terms and Conditions

Plus, Appendix 1

Last Updated: 05/06/2023



CLASSIC VW CAMPERVAN HIRE

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| We/Us/Our – | Freebird Campers VW Campervan Hire. |
| Hirer/You/Your – | Person responsible for booking the camper van hire holiday and completing the booking form and terms and conditions. |
| Campervan/vehicle – | means the VW campervan hired to you under this agreement or any substitute vehicle, including all tyres, tools, accessories and equipment. |
| Charges - | Refers to any and all charges levied at you by us in respect of the hire of the vehicle in accordance with the terms of this agreement: mandatory, elective and/or refundable; to include deposits, daily rates, additional extras and penalty charges. |
| Accessories - | Refers to any supplemental and/or additional item provided by us to you as part of the hire of the vehicle according to the terms of this agreement, that nonetheless does not form part of the vehicle itself. |
| Damage - | Refers to any loss or defect that arises while the vehicle is in your care (caused by misuse), whether cosmetic, electrical or mechanical, that causes the vehicle to no longer be in the same condition as it was when we provided it to you. |

This Agreement is made between Freebird Campers of: Brown Roof, Seaton Road, Colyford, Devon, EX24 6QW, And the person/persons signing the Booking Form.

1) Title to the vehicle

- a. I acknowledge that Freebird Campers retains the title to the Vehicle and that I possess the goods on hire only as per the hire agreement. I do not have any right to pledge Freebird Campers credit in connection with the Vehicle and agree not to do so. I shall 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 Vehicle.

2) Booking, Deposit, full payment & Security Payment.

- a. The hirer must complete the hire booking form on the website and agree to the T&C on our website. Your chosen holiday dates will then be provisionally booked until we have received your deposit of £100.00, via PayPal or bank transfer. To secure your booking, the payment will be required at the time of you confirming your booking.
- b. Once we have received the deposit, you will be emailed a Confirmation of Booking Form and additional drivers form(s), if selected. You will also be provided a further link to these T&C's. The main driver needs to complete the Confirmation of Booking Form. Any additional drivers (max of 2) will need to complete the additional drivers form and also agree to the T&C's. These forms must be returned within 2 days from the date of issue. Please note, if additional drivers are required, the main driver takes overall responsibility to ensure that the correct person is named in the event of any damage, accidents or offences that arise from the use of the vehicle.
- c. On collection of the campervan the Vehicle Rental Agreement will need to be signed by the Main Driver and any additional drivers that have been booked. **See section 13 Insurance – Drivers/Van for more details.**
- d. The balance of the hire charge (full charge less deposit) is due 42 days (6 weeks) before the start of the rental period, via bank transfer. However, if booking is less than 42 days (6 weeks) before the start of the hire period, the remaining balance will need to be paid within 24 hours of the £100 deposit being made. You will receive an email requesting payment and providing our bank details. However, Freebird Campers reserves the right to remove your booking if payments are not received within the required time periods, see Point (4)a of this document in relation to your deposit. Please note, we do not send out reminders for balance payments.

- e. A security deposit of £500 (and £700 for those drivers aged 23 and 24 years old) is payable preceding the collection of your van, these funds must have cleared before the van can leave Freebird Campers premises. This will be returned to you in full, within 7 days of the return, provided the camper is returned on time, undamaged, same amount of fuel it went out with, with a complete inventory and with a satisfactory clean interior and equipment. Freebird Campers reserve the right to make deductions, these will be made honestly and fairly for making good any damage to the vehicle and equipment that has occurred during your hire of the camper, or for any missing equipment and for the provision of additional cleaning. Should these charges be proved to be greater than the security deposit you will irrevocably agree to pay the extra.

3) Collection of van

- a. Please bring original copies of the ID documents as listed in *section 13 Insurance – Drivers/Van* of this document.
- b. Please allow at least one hour for us to provide handover to you, including instruction on use of the vehicle and equipment. You will also need to allow time to load your personal belongings. When you arrive at our premises to collect your van, please always keep your children supervised and your dog on a lead.
- c. We will supply the van to you in good working order with the necessary documents and accessories and it is expected to be returned in the same condition with the documents and accessories apart from normal fair wear and tear. Failure to do so may result in charges being deducted from your security deposit.

4) Cancellation (see Appendix 1 on page 8 for COVID-19 additional cancellation terms)

- a. Once you have booked and for any reason you need to cancel your holiday, or you are not able to meet the requirements to hire a campervan from us, the following charges will apply:
 - I. Cancellation over 6 weeks before start of hire – Should any of your deposit be available to refund once any reasonable costs that we have incurred at the point of cancellation have been deducted, we will advise you.
 - II. Cancellation over 3 weeks but less than 6 weeks before start of hire – Potential loss of 50% of the remaining balance hire charge, see point (4)IV below.
 - III. Cancellation less than 3 weeks before start of hire – Potential loss of 100% of the remaining balance hire charge, see point (4)IV below.
 - IV. If we do manage to get another booking at short notice for the same campervan, for the same rental period, we will refund you with the remaining balance paid.

Booking dates can be changed up to six weeks before the hire period commences. A new hire period can be selected on one occasion only. If you change your booking date, we will only honour booking deposits for a period of 12 months (or by separate agreement) from receipt, after which time the booking deposit is forfeited.

- b. If we are not permitted to continue with a booking that you have already made due to exceptional circumstances such as a pandemic, then on this occasion we will offer you the option to either transfer your booking within an agreed period, or provide you with the option to receive a full refund, to include the deposit. In the event of a full refund, please see additional terms below:
 - o We will charge a small administration fee of £25 to cover items, such as, payment fees etc.
 - o If Caravan and Motorhome Club membership has been ordered and delivered to you, this will not be refundable, and the cost of this membership will be deducted from the amount due to be refunded.
- c. Our cancellation terms do not affect your consumer rights and therefore you still have a 14-day cooling off period from the date that you made your booking. However, if your hire period is due to commence within the initial 14-day period, by completing your booking and making your payment you are agreeing to surrender this right.
- d. We strongly recommend that you take out Holiday insurance, see Point (14) for more information.

5) Becoming ill

- a. If you are unable to travel due to becoming ill or having to self-isolate before your holiday, for any monies that you have paid at that time, please see Point (4)a of this document.
- b. If you or a member of your party find yourselves ill or having to self-isolate whilst on holiday, once medical advice has been taken, you would need to contact us to agree a plan in terms of returning the campervan, removing personal items from the campervan and the collection of your vehicle (if one has been left with us). If you or any additional drivers (subject to being listed on our records as an additional driver) are not able to drive, we reserve the right to arrange for the campervan to be recovered and a charge per mile will be made against your security deposit.
- c. We strongly recommend that you take out Holiday insurance, see Point (14) for more information.

6) Choice of van

- a. Although we want you to have the van of your choice, we must allow for unforeseen circumstances. We reserve the right to provide you with a suitable alternative, without notice, upon collection. Should an alternative not be available upon collection, or you are not satisfied with the alternative, our liability is limited to a full refund of monies received by us. We will not have any other liability to you. All rights are reserved to us to refuse any hire under any circumstance. No refunds are payable on accommodation, or vans not being available where you change, cancel or seek to vary the agreement after departure. We take no responsibility for any detention, delay, loss, damage that you might experience no matter how it is caused or by whom.

7) Other charges

- a. If, on arrival to collect the campervan, your licence is unacceptable due to undeclared endorsements or defacement, you will be unable to hire the campervan, please see Point (4)a of this document.
- b. The details of the main driver will be passed onto the relevant authority/organisation for any road tolls or fines for charges arising from traffic or parking offences during your rental period.
- c. In some cases, we will incur additional insurance charges or a higher insurance excess, if the drivers to be insured have traffic convictions, or works in what our insurers consider to be a high risk occupation or is aged younger than 25 or older than 70, or has criminal convictions, or any physical or mental conditions which may inhibit driving, or has had an accident in the previous 3 years. Once the Vehicle Rental Agreement and additional drivers form(s) have been returned, we will be able to notify the hirer in advance of any additional charges that you will incur.

8) Traffic Offences

- a. The driver will take all responsibility should a traffic offence occur whilst the vehicle is on hire, *please see additional information within point 2b*. You will be responsible for all court charges should any occur. This includes, parking tickets, speeding fines etc.

9) Fuel

- a. On collection, fuel level will be agreed with you – usually this will be full. You need to return the van refilled to that same level at the end of the hire with E5 Petrol. An administration charge of £25, plus the cost of the missing fuel will be deducted from your security deposit if the van is returned with missing fuel. It is your responsibility to keep the fuel tank topped up during your hire. Please note these are old vehicles and the fuel gauges can vary due to a number of factors, we therefore recommend that you avoid the fuel level going below the ¼ of a tank mark. Our nearest fuel stations are: Tower Services EX12 2TF & Tesco's in Seaton EX12 2PB.

10) Extent of Hire

- a. Travel is restricted to Dorset, Somerset, Devon and Cornwall. The only exception is the vehicles are also permitted to travel to Glastonbury Festival.
- b. Our campervans are to be used for social, domestic and pleasure only. They are not to be used for any promotion, commercial use or be sub-let in anyway. If you do have any special requirements, please contact us to discuss.

11) Breakdown

- a. In the unlikely event that you have a break down Freebird Campers Vans are covered by a breakdown and relay service. In the event of a break down please refer to our Campervan manual for the procedure to follow.
- b. If you arrange for the vehicle to be recovered by any other service than our specified provider, you will meet the cost of recovery to our own approved workshop. Any charges and costs associated with this unauthorised recovery/callout will be deducted from your security deposit. Should your campervan breakdown and the problem being unable to be repaired within a realistic time scale, we will endeavour to bring you a replacement vehicle to enable you to continue with your holiday. However, if this is not possible, our liability is limited to refunding you for any remaining full days holiday that you have. Please note, we will only give a refund/replacement vehicle if the breakdown is not due to the actions of the hirer. For example, if the breakdown is found to be caused by exceeding 60mph, or driving under inappropriate condition or location, no refund will be given. We will not be liable for any of your costs in the event of a breakdown, e.g., telephone calls, accommodation, travel etc. These costs will remain your responsibility.
- c. If recovery is required due to a failure that is not repairable at the roadside, then the campervan will need to be relayed to Freebird Premises.

12) Your Responsibility should an accident occur

- a. In the event of any accident, loss or damage arising out of the use of the vehicle, you will notify Freebird Campers within 24 hours of the event happening. Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station; Not make any admission of liability to other parties, settlement offer or other like offer; Assist Freebird Campers in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence. You will acknowledge that the excess or other amount due to you in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and to at the completion of the rental period.
- b. Freebird Campers is 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 the authorised driver against legal claims from any other person or for death and personal injury or damage to any other persons property caused by use of the van on the road, on condition that you report all such accidents to us during the rental period or on return of the van (and you are using the rental van within the terms and conditions of the insurance company).
- c. We will not be liable for any extra costs incurred as a result of an accident. Such as telephone calls, travel or accommodation. These costs will remain your responsibility.
- d. If appropriate to do so, please provide photos from the scene of the accident to help us with any future correspondence with the insurance company in relation to your claim.

13) Insurance – Drivers/Van

- a. It will greatly speed up the departure process if you can email copies of your license and copies of the documents listed below are provided 7 days before your hire commences. However, the original documents including the driving license must also be seen on the day of rental. Our insurer's standard conditions require that:
 - i. All drivers must be between 23 and 70 years old and have held a full UK drivers' licence for at least 2 years. Drivers with other licences may be covered subject to insurer's agreement. License class Category B is required for our campers.
 - ii. For drivers between the age of 25 and 70 years old the excess is £500 and for those drivers aged 23 and 24 years old, the excess is £700, however both are subject to any speeding or other driving offences.
 - iii. All drivers must be in attendance at time of rental and present the laminated photo card part of their driving licences on collection of the vehicle. Each driver will also need to provide us with a Driving License check code before the start of your holiday, please note these are only valid for 21 days, so ideally, we would recommend that you apply for the code approximately 7 days before your holiday. Codes are available from <https://www.gov.uk/view-driving-licence> The relevant code from the DVLA website must be sent to Freebird Campers in advance to validate the driver's license(s).
 - iv. For each driver, we need copies of the following documents emailed to us with the above-mentioned check code. Documents include: Full UK driving licence (photo id version) and two secondary address IDs (which must be different i.e. not two bank statements) **that match the name and address of the driving licence**, in the form of: one utility bill, and one of any of the following: council tax, bank/credit card/, all dated **within 3 months prior to your booking**. Original copies these must also be presented at the time of rental. This is to meet the insurance criteria for Self-drive hire.
 - v. Up to 2 x 3 points for speeding and a maximum of one at fault claim are allowable. Any driving endorsements or history of accidents/claims in the last 5 years must be declared on the Vehicle Rental Agreement so that we can check our insurers will cover you.
 - vi. If you do not meet the criteria of point 13a(v.) listed above, please contact us before proceeding with your online booking and we will happily take your details and ask our insurance company to confirm either way if they will provide the required cover.
 - vii. Any motor offences incurred between booking and the commencement of hire must be notified immediately as this may affect your permission to drive. Any complications with licenses or endorsements not notified to us will render the insurance void, the vehicle will not be hired to you.
 - viii. In the event of failing to meet any of the above requirements and resulting in you not being able to take one of our campervans, please see Point (4)a of this document.
- b. In the event of an insurance claim as a result of an accident or other damage, Freebird Campers will retain the security deposit until the insurance company have confirmed who is at fault and therefore what the excess charges are going to be.
- c. If you are not sure about any of these points, please contact us before proceeding with the online booking and we can then confirm with our insurance providers that your driver(s) meet the insurance criteria and advise you of any additional costs or terms that they may require.

14) Insurance – Personal

- a. You are strongly advised to take out your own travel insurance to cover your personal effects and last-minute cancellations etc. Please make sure you check the small print to ensure you have sufficient cover for your own circumstances. Our insurers do not cover any contents or belongings even if they are locked in the campervan. Please DO NOT leave valuables on display in the campervan.

15) Care and maintenance of the campervan *(This list is not exhaustive)*

- a. Whilst driving your camper van you are expected to drive in a careful and considerate manner, obeying all aspects of the highway code, observing height/weight/speed restrictions and showing respect to other road users.
- b. You must not exceed 60mph in the van at any time. Failure to observe this speed restriction can result in overheating and damage to the engine, both of which you will be liable for.
- c. You will be responsible for any damage caused to the campervan because of failure to assess the height, length and width of the vehicle.
- d. You must not drive off road, on unsurfaced roads, or on roads unsuitable for the vehicles (recognised campsite roads being the exception to this).
- e. You must pay due care and attention to your van whilst driving and stop immediately if there appears to be any sort of problem, e.g. warning lights on the dashboard or unusual noises.
- f. You agree that the tyres on the Van 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.
- g. 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 van at all times when not in use.
- h. In terms of the use of appliances and equipment that has been supplied e.g. fridge, hob, water pump, electrics, smoke and carbon monoxide detector, please refer to the instructions that will be available in the campervan handbook.

16) Collection & Return

- a. Campervans can be collected between 3pm and 6pm on the first day of your booking and must be returned by 11am on the last day of your booking. Please contact us directly if you have any special requirements and we will try and accommodate you if we can. We may operate time slots on busy days, but you will be advised in advance. Please also refer to additional information available within Appendix1

17) Late charges

- a. Please allow sufficient time for your return journey so you do not rush or over drive the van. Also, time needs to be allowed for the van to be checked back in. Failure to do so will result in you being unable to contest charges for damages or missing equipment.
- b. Freebird Campers must be notified immediately, if it becomes obvious you are going to be returning your campervan late. As the late return of a campervan can severely impact on the next hirers holiday, we reserve the right to apply a late charge, based on up to £30.00 for every hour, or part of the following hour that you are late.
- c. Charges and costs for late return will be deducted from your security deposit. By signing this agreement, you agree to Freebird Campers making such deductions.
- d. Failure to return on time may mean that you are driving the vehicle while uninsured.
- e. No refund is given for early return of the vehicle.

18) Pets (Dogs)

- a. We welcome dogs, we understand they are part of the family; however, we charge £25 per hire; this is for additional cleaning. Dogs must be disclosed on our Booking Form. Any damage, however caused by your animals, will be charged to you. Dogs must never be left alone or unsupervised in the campervan.
- b. You undertake to comply with current law concerning the carriage of animals when travelling in the campervan at all times.

19) Camping gas

- a. Camping Gas is provided for the hob. We will meet the cost of one additional cylinder of gas on production of a valid receipt. Please ensure that if you exchange the gas bottle it must be of the same size and type; failure to do so will incur costs. These costs will be a charge of £50 for replacing the incorrect size or make of gas cylinder. This will be deducted from your security deposit.
- b. Please ensure all the appliances are switched off and the gas is turned off when driving. Although our campervans are fitted with gas safety lockers, we would still recommend for peace of mind at night-time that you turn off the gas at the cylinder and ensure the door to the safety locker is correctly closed. See the campervan handbook for more details.
- c. Only use the appliances and facilities whilst the vehicle is parked on level ground, with the handbrake on and engine switched off.

20) Electrical Hook Up

- a. Before starting to drive the van, always ensure the electrical supply is disconnected.

21) General Safety

- a. Please do not drive or operate anything in the vehicle when you are under the influence of drink or drugs or any medication that may cause drowsiness.

22) Seatbelt and child/baby seats

- a. You are permitted to only transport as many persons as there are seat belts in the van. You are legally responsible for providing your own appropriate baby/child seats where required. Visit www.gov.uk/child-car-seats-the-rules for further info. A buddy seat or fold down seat is not to be used when the vehicle is in motion.

23) Smoking & Candles

- a. It is not permitted to smoke/vape or use candles inside our vans, awnings or tents. You will be liable for any damage caused to the van and awnings or their contents. (Please feel free to bring your solar/battery lights to decorate your pitch).

24) Children

- a. Do not leave your children unattended in the campervan or tent at any time. Ensure a responsible adult is in the vehicle at all times when the appliances are being used.

25) Stowage of the table top and leg

- a. Please always ensure the table top and leg are carefully stowed and held in place with the fixings supplied, to ensure they remain safely secure should you need to brake unexpectedly.

26) Use of any type of BBQ

- a. Do not use any BBQ in the campervan or awning and keep it at a distance of at least 3 metres from the awning and campervan when used. Please view campsite rules before using BBQ's.

27) Roof

- a. Please remember it is essential to **secure** the elevating **roof down** before driving anywhere – using the clips and securing pins or straps. Please only raise the elevating roof when the vehicle is stationary – the ignition is switched off; the hand brake is on and you are parked on level ground.

28) Roof Rack

- a. Should the vehicle you are supplied with have a roof rack and you choose to use the roof rack, we cannot accept responsibility for any injury to yourself or anyone else, or loss or damage to your own or anyone else's property. If you do decide to put something on the roof rack, it is your responsibility to secure it well and to take the objects on and off, being mindful of the risks involved in lifting large or/and heavy items.

29) Bicycles

- a. You are not permitted to transport any type of bicycle inside the camper van, you must use an appropriate bike rack. All our vans can take bike racks on their tail gates, these racks can only take two bikes with a maximum total load not exceeding 30kg. We have ones available for hire. If you need to take four bikes and you would prefer to bring your own bike rack that fits to a tow bar, please check with us first on the basis that not all our vans have operational tow bars, that are suitable for these type of racks.

30) Portable Toilet

- a. If hired as an extra, and it is returned unemptied an emptying charge of £30.00 will be deducted from your security deposit. Chemicals will be supplied to get you started, but subject to the length of your holiday you may need to purchase some more, most campsite shops sell these products.

31) Your Car/Parking

- a. During the period of the hire you may park one car at our premises, but you 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. A spare key will need to be left with us in the unlikely event that your vehicle needs to be moved.

32) Hire Vouchers

- a. Gift Vouchers are valid for 12 months from the date of purchase. The value of the gift voucher will be deducted from the final outstanding balance of your booking. Please see Point (4)a of this document for information re cancellations.
- b. To secure a booking you will still need to follow the booking process on our website to include making the £100 deposit. It is your responsibility to then provide details of any gift voucher once the deposit has been made and your booking is confirmed. This will enable us to adjust our payment systems accordingly for the final balance.

33) Breaches of these Terms and Conditions

- a. 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 premises. Breaches of our Terms and 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.

34) Vehicle Tracker

- a. To help with the requirements of our self-drive insurance, each campervan is fitted with a tracker.

35) Complaints Policy

- a. If you are dissatisfied with any aspect of our service, please do get in contact immediately with Rob Norcott either by emailing to info@freebirdcampers.co.uk or calling 07771 745834 and we will do our best to resolve the matter. We will respond to all enquiries as soon as possible and always within 5 working days.

Finally

We ask that you always exercise caution in the use of the campervan and its equipment, following instructions (given verbally on collection and provided in your campervan handbook) where appropriate. Please do not hesitate to contact us if you are unsure about how to operate anything. Freebird Campers cannot be held responsible for any customer negligence where instructions have not been followed, or where unauthorised equipment has been used.