



TERMS & CONDITIONS

This agreement is made between

Kernow adVANTures

and

the person(s) named on the rental agreement for the purposes of hiring the vehicle.

In entering into this campervan rental agreement, you accept these Terms and Conditions and confirm that you will strictly comply with them at all times.

The rights and obligations contained in these Terms and Conditions govern your use of the vehicle and are non transferable.

You acknowledge that the vehicle is owned by us, and that it remains ours throughout the duration of your rental period and that any attempt to transfer or sublet the vehicle by anyone other than us is prohibited and a criminal offence. If we have reason to believe that you are not using the vehicle within the provisions of these Terms and Conditions, we reserve the right to terminate our agreement with you, and reclaim our vehicle with no refund due to you.

DEFINITIONS

'The vehicle' or 'the campervan' refers to the Volkswagen T6 campervan (DF16 GZV) and includes all items provided within the vehicle for the purposes of the hirer's use and includes (but is not limited to); tyres, tools, accessories, living and recreational equipment, safety equipment.

'You' or 'your' refers to the hirer(s) who are named on and have signed this rental agreement

'We', 'us' or 'our' refers to the company, Kernow adVANTures

'Agreement' refers to the Booking Form, Rental Agreement and full Terms and Conditions.

'Rental period' or 'hire period' refers to the period of time when the hirer(s) will have use of the vehicle as agreed on the Rental Agreement.

'Security deposit' - the sum of £800 as detailed below

'Booking deposit' - sum of 25% of the total cost of hire, paid at the time of the booking.

'RAC' - refers to RAC breakdown cover

BOOKING

The booking form must be completed online/ by email, at which point a non-refundable booking deposit of 25% of the total hire cost must be paid (via card online, or BACS)

Upon receipt of your completed online Booking Form, confirmed Terms & Conditions, and Booking Deposit, you will receive written confirmation and receipt of payment from us, at which point the Rental Agreement will come into effect.

The balance of the hire charge must be paid in full 30 calendar days prior to the commencement of the rental period, or immediately at the point of booking, should the rental period commence less than 30 days from the booking date.

CANCELLATION

In the event of cancellation prior to the commencement of the rental period due to COVID-19 (due to a further lock-down/national travel restrictions), you may either opt to postpone to another date of your choice, at no extra cost to yourself, or alternatively we will refund you in full.

Should a further local or national lockdown be implemented during your rental period, or if you are advised to self isolate through the Test and Trace program, we require you to return the campervan to our premises as soon as possible. Regrettably we are unable to offer a full refund in this event, but will offer a goodwill gesture of 15% off the total cost of a future booking made within 12 months.

We reserve the right to cancel any booking at any time. In the event of cancellation by us, a full refund will be issued to you, unless the cancellation is due to a result of breach of the Terms and Conditions by you.

Any request made by you to cancel a booking must be done so in writing.

If you cancel a booking more than 4 weeks prior to the commencement of the rental period, we will retain your booking deposit (25% of the hire charge).

If your cancellation is between 2 and 4 weeks prior to the commencement of the rental period, 50% of the full hire charge will be payable.

If you cancel less than 2 weeks prior to the start of the rental period, the full hire charge will be payable.

Cancellations due to extreme circumstances will be at the discretion of Kernow adVANTures.

If you need to change or postpone the dates of your camper hire, your original booking deposit will be honoured for a period of 12 months from the receipt of the deposit, after which time the booking deposit is forfeited. A change in dates of booking may incur a change in total hire charges, due to differences in tariff throughout the year.

SECURITY DEPOSIT

A security deposit of £800, (payable by BACS) is due as cleared funds at least 5 working days prior to the start of the rental period.

This deposit is taken in order to ensure the vehicle is returned in the same condition as at the start of the rental period.

Should the vehicle be returned in satisfactory condition (following an inspection by a member of Kernow adVANTures, to include interiors, exterior, fixtures, fittings and equipment/add-ons such as awning, bike rack etc), then the security deposit will be refunded in full by BACS, within 7 days of end of the rental period.

If the vehicle/fixtures/fittings/equipment is returned damaged/missing, we will retain the security deposit in full, whilst quotes are obtained/ necessary repairs are carried out/ replacement items are purchased.

Once all purchases have been made/ works completed, copies of invoices will be forwarded to you for your records, along with the return of any monies remaining from the deposit. We will always do our best to ensure that this is dealt with in a timely manner.

INSURANCE, IDENTIFICATION, DRIVING LICENCE & DRIVER HEALTH

The campervan has fully comprehensive insurance cover for any **named drivers** on the Rental Agreement who;

- are aged between 25 and 75,
- hold a current, valid, full UK or EU driving licence for a minimum of 2 years,
- provide their driving licence to us for inspection prior to the commencement of the hire,
- have a current permanent address as stated on this Rental Agreement and provide two separate forms of proof of address, not more than 90 days old at the time of the commencement of the rental period,
- have not had their licence suspended for any period within the last 3 years,
- have not been involved in more than one at-fault incident within the last 3 years,
- have no more than 2 convictions with a maximum of 3 penalty points per conviction,
- have not obtained a BA, DD, UT conviction
- have not had their insurance cover declined and/or renewal refused and/or special terms imposed as a result of a previous claim experience, or had their motor insurance cover cancelled by any motor insurer.
- does not suffer from any condition which may impact their ability to drive, nor be on drugs, or take prescribed medicines which could impair driving (see <https://www.gov.uk/health-conditions-and-driving>)

In the instance that all above criteria are met, you are responsible for the Insurance Excess of £500 (increasing to £700 for 23 and 24 year olds). This excess is due in **each and every incident** and includes loss or damage to equipment, fixtures and fittings or to third party property.

For named drivers who fall outside of the above requirements, we can refer to our Insurance Provider who at their discretion may still be able to offer insurance cover (subject to you providing full and complete information as requested by our insurers). In the instance of cover being granted, you will be liable for a larger Insurance Excess. Full information must be provided at least 6 weeks before the commencement of the rental period (or at the time of booking should the rental date be less than 6 weeks away). Failure to provide the requested information may result in your booking being cancelled (our Cancellation Policy as set out above will apply).

Please also contact us if you, or any proposed named driver on the Rental Agreement are any of the following, as we will need to clarify with our insurer if they can provide insurance cover to you (and if they are able, this will likely be subject to an increased Insurance Excess):

- a person who has been convicted of an offence in connection with the driving of a motor vehicle or motorcycle, leading to an endorsement of more than 6 penalty points
- wholly or partly in the professional entertainment or professional sports industry
- a jockey or involved in any sort of racing
- Foreign Service Personnel (other than those holding a full valid UK or EU licence for two or more years)
- an undergraduate or student under 25 years of age.

This Insurance Policy only covers the campervan, and does not extend to the interior equipment, and other items provided for the hirers' use; any damage or loss to such items will incur costs in addition to the Insurance Excess.

As required by our Insurer, we require a copy of the following documentation (for each named driver) prior to commencement of the hire; please provide us with electronic copies of these documents prior to the commencement of the hire; and bring original copies with you.

- copy of photo card driver's licence (address and ID must be up to date)
- two forms of proof of address (dated no more than 90 days prior to the hire commencement date and to match the address on the driving licence, one of which being a valid utility bill)

Prior to your rental, we will conduct an online licence check, for which we will require a code from the DVLA (you can obtain this from www.gov.uk/view-driving-licence)

CHARGES

On arrival at our premises to collect the campervan (or at a previously agreed handover meeting point), we will request sight of your original driving licence and paper copies of your previously electronically supplied proofs of address. This is required for all named drivers on the Rental Agreement. If you cannot provide this information or the documentation supplied is unacceptable, due to the provision of false information (such as with regards to driving endorsements) or defacement, we will not allow you to hire the campervan, and you will be liable to pay us the full cost of the booking.

The charges stated on the booking invoice include the basic hire charges, plus any optional extras which you have requested, such as hire of further equipment, or provision of food hampers, for example.

In addition, you agree that additional charges may be due for any damages or loss to the campervan or its contents during the rental period (until the point it is examined upon return to our premises), and any charges as set out in these terms and conditions such as refuelling service charge and fuel cost, late return charges, extra cleaning charges, fines or road tolls arising from the duration of your rental period.

All charges payable by you under this Rental Agreement are due on demand by us. For all late payments, a fee of 1.5% of the outstanding sum due will be payable per calendar month that the charge remains unpaid. Any costs incurred by us, including reasonable legal fees, in our collection of monies owed, will be your liability. When there is more than one person named on the Rental Agreement, **each party shall be jointly and severally liable.**

COLLECTION & RETURN

Collection time is between 2:00pm and 4:00pm. Prior to the start of the rental period, a half hour time slot will be mutually agreed. Please do your best to stick to this time slot and notify us if you will be delayed.

Please allow 45-60 minutes from your arrival for us to introduce you to the campervan and demonstrate how to operate it - including the heater, fridge, gas cylinder, hob, sink, rock n roll bed and pop top, and answer any queries you may have. A full written guide to the campervan will also be provided.

On the last day of the rental period, please ensure that you return to our premises by 11.00am in order that we have sufficient time to check the campervan over to ensure it and all equipment remains in good working order, and to clean and sanitise it ready for the next rental.

If the campervan is returned late, with no prior agreement by us, you will be liable for a charge of £25 per hour, or part thereof. This charge will be deducted from your security deposit. In addition, we reserve the right to charge you for any costs incurred by us due to the late return of the campervan.

If the return of the campervan is delayed due to an accident, you will be liable for any lost revenue due to Kernow adVANTures due to the campervan being unavailable to hire.

No refund is due in the event of early return of the campervan.

CLEANING

We expect the campervan to be returned in a clean and tidy condition. Should we need to do more than our standard clean-and-sanitise process on its return, in order to ensure its pre-rental condition, we reserve the right to charge a further £50, which is deductible from your security deposit.

IMPORTANT - please do NOT use a pressure washer or automated car wash as this can cause damage to fixtures and fittings.

DRIVING, VEHICLE & ENGINE CARE

If your actions result in any damage to or breakdown of the campervan, you will be liable for the full cost of repair/replacement. The fuel type for this vehicle is DIESEL

If you travel more than 500 miles during your rental period, you are responsible for making checks on engine oil level and other gauges, bulbs and tyre pressure/condition. You must not ignore any warning lights which come on during the hire period. Failure to report these and causing any damage to the campervan will render you liable for costs to rectify such damage.

TYRES

You agree on collection (as noted on the inventory form) that the tyres on the campervan are visibly within legal limits. During the rental period, any damage or repair is your responsibility, except where damage is due to invisible defects in the tyre manufacture (which would be covered by the warranty). In this instance, we will reimburse you, if the following can be provided: defective tyre returned to us, receipts provided, that the manufacturer confirms tyre contained defects.

KEYS

One set of keys is provided to you. You remain responsible for these keys for the duration of the hire period, and should take all precautions to safeguard them. This includes NOT leaving the keys in the ignition, ensuring they are not on display at any time. In the event that the keys are lost or damaged, you will be liable for the cost of replacement keys being obtained and provided to you.

The campervan must always be locked when not in use. If you manage to lock the keys inside the campervan, you will be responsible for all costs associated with a mobile locksmith to open the vehicle and retrieve the keys.

The campervan is also supplied with a steering wheel lock: please use this whenever the vehicle is parked and left unattended.

SEATS, SEAT BELTS & INFANT/ CHILD SEATS & BOOSTERS

You are permitted to carry as many passengers as there are seats in the campervan (in this instance, **four**). Seat belts **MUST** be worn at all times.

It is a legal requirement that children under the age of 12 years (or less than 135cm in height), have an appropriate booster seat or infant seat. You may either provide your own seats (please note that the seats in the campervan do not have ISOFIX), or hire ours (small charge applies of £10 per seat).

You remain responsible for the fitting of any child/ infant seat.

You must notify us on return of any incident where our child/ infant seats have been dropped/ damaged, and will be liable for the cost of replacement should the seat be rendered unsafe for future use. You will also be responsible for the cost of replacement child/infant seats should they be involved in an accident.

You agree to the following conditions

- You will not carry more passengers than there are seats in the campervan
- You will not use the campervan to transport persons or goods for hire or reward
- You will not tow any vehicle or other object without express prior written consent
- You will not drive off road, on unsurfaced roads, or roads unsuitable for the vehicle (except for on campsites)
- You will not drive the vehicle if it is overloaded or when loads are not satisfactorily secured
- You will not use the camper for any illegal or immoral purpose, carry any substance which is illegal or could cause harm to the campervan
- You will not take part in any race, contest or rally
- You will not drive or park in contravention of any traffic or other regulations nor in any restriction areas
- You will not use the campervan for driver training
- You will not put the campervan through an automatic car wash nor use a pressure washer

FUEL, CAMPING GAS & BATTERIES

The vehicle will be provided with a full tank of **diesel**, and must be returned with a full tank. Failure to do this will result in charges of £25 administration plus the cost of fuel to fill the tank. These costs will be deducted from your security deposit.

The heater in the campervan runs on diesel, and full instructions will be provided for the correct operation of the heater.

A camping gas bottle is provided in the rear of the campervan and this is used to run the hob. As it is not possible to gauge the level of gas remaining, we agree to reimburse the cost of one additional cylinder (on production of a valid receipt, up to the cost of £30). We will not pay for an incorrect size or brand of bottle, and reserve the right to charge this (cost to be deducted from the security deposit) to replace with the correct bottle.

The leisure battery provides power for the water pump, all internal lights, the fridge and the 12v sockets. In addition a hook-up cable is provided for use at campsites. In the case of the leisure battery running flat, it will recharge after approximately one hour of driving.

EXTENT OF HIRE & MILEAGE

You are permitted to drive the campervan only in the UK, however with prior express permission from us in writing, you are also able to travel within the EU

Mileage limits are set at 600 miles per for short breaks of 2 - 4 days, and at 1000 miles per for a rental period of 5 days or more. After this, a charge of 10 pence per mile will be levied.

SMOKING

It is illegal to smoke in the campervan and awning. You are obliged to cover any costs which arise due to damage or smoke contamination to the campervan, awning or fixtures and fittings.

DRINKING WATER

Water stored in the campervan is not strictly drinking water and our advice would be to use bottled water for consumption. The water container for the sink will be sterilised prior to your rental period, and the container will be filled with fresh tap water.

We recommend you make your own checks as to the quality and safety of the water provided at any campsite at which you stay.

PETS

We are happy to welcome up to two well behaved dogs., for which a surcharge of £30 is payable. This flat fee is charged per booking, not per pet, and is taken to cover the cost of the extra cleaning required at the end of the rental.

Any damage caused by your pet(s) to the campervan, awning and/or fixtures and fittings will be charged to you. You agree to comply with current law concerning the carriage of animals when travelling in the camper at all times. Pets must never be left alone or unsupervised in the campervan or awning.

If you are staying at a campsite, please familiarise yourself with any rules imposed by them, with regards to where animals may be exercised etc.

YOUR CAR

You may park your car on our driveway (off road) for the duration of the rental period, but this is done so at your own risk, and we accept no responsibility for the loss of, or damage to your vehicle or its contents, unless caused by us.

BREAKDOWN

If you breakdown during your rental period, please call us immediately to report the breakdown.

The campervan has RAC Breakdown Cover. Please remain at a safe distance from the campervan until the recovery vehicle arrives. At this point, you should hand the keys to the RAC recovery vehicle driver.

Do not abandon the campervan. If you do this, you will be charged for any costs associated with recovering the campervan and returning it to our premises, plus any damage which may occur when it is left unattended.

Any reasonable, minor repair bills regarding mechanical failure, will be reimbursed upon the production of a valid receipt up to the value of £75, on the provision that works required are not as a consequence of damage by the hirer.

For works required over the value of £75, we must give prior authorisation ahead of the works.

Where works cannot be completed in the time frame to continue your rental, we regret that no replacement campervan will be available. Unless the breakdown is due to your actions or negligence, we will refund you on a pro rata basis for remaining days left on the rental period at the time of the breakdown. In this instance, you should return to our premises with the RAC.

ACCIDENTS, LOSS, THEFT, VANDALISM & DAMAGE

You will be responsible for all costs and charges incurred by us in the event of loss, damage to or theft of the campervan, its parts, fixtures, fittings or equipment, during your rental period, if any above mentioned damage, loss or theft is a result of your deception, negligence or intentional act. Costs may include (but are not limited to) repairs, recovery/towing of the vehicle, loss in value, loss in rental income, towing, administrative charges (to cover our handling of any claim arising from the above).

You will not be liable for any charges if the loss theft or damage was due to a breach by us of the Rental Agreement or by our negligence.

In the instance of damage being the responsibility of a third party, it will be the third party or their insurers who are responsible for these costs.

In the unfortunate event of any traffic accident, theft or damage/ vandalism to the campervan, please report to the police, and us, as soon as is practical.

You must remain a safe distance from the vehicle and collect information from other parties involved, and any witness, to include full names, addresses, insurance details and car registration numbers. Record these with details and time of the accident, with as much detail as possible (how the accident occurred, description of damage to vehicles, and injury to any persons). Take photographs of the scene if possible. Do not move the affected vehicles until the police arrive, unless it is unsafe to leave them in situ.

After the event of the accident/theft/vandalism, we require a full report (report form provided by us) to be submitted within 48 hours.

You must cooperate with us, the police and any insurers, in any investigation or subsequent legal proceedings, including providing evidence and attending court if necessary.

HEALTH & SAFETY

You agree to strictly adhere to health and safety guidelines when operating the campervan and any equipment, fixtures or fittings contained therein. These guidelines will be communicated prior to collection on the campervan, written in the handbook provided in the campervan, and demonstrated/explained at handover of the vehicle at the start of your rental.

Please ensure you are familiar with all processes. In addition, we strongly recommend that if you are staying at a campsite, you familiarise yourself with the campsite layout, fire procedures, location of first aid equipment etc.

The campervan is supplied with a warning triangle, high visibility vest, fire blanket, fire extinguisher, carbon monoxide alarm and basic first aid kit.

Do not leave children unattended in the campervan or awning at any time.

Always ensure the gas supply is switched off at the cylinder at all times when the hob burner is not in use. When using the gas hob, ensure adequate ventilation by opening a window or door. Only operate the hob when the glass sink and hob lids are raised. The hob should only be operated when the campervan is stationary and the ignition is off.

Always ensure the mains hook up cable is disconnected and correctly stowed in the boot, prior to driving off.

If using a barbeque, ensure a distance of 3 metres between it and the campervan/awning. Please seek permission if using a barbeque on someone's land.

ROOF

The "pop top" roof may only be raised when the campervan is parked (on level ground, where possible) and stationary, with the ignition off. When lowering the roof, please ensure there are no items left on the top bed, and check that no canvas is protruding on the outside before fastening the buckles.

You must not attempt to raise or lower the roof when the tailgate door is open.

OUR OBLIGATIONS AND LIABILITIES

The campervan will be supplied to you in very good overall and operating condition, as well as all necessary documents, parts and accessories and a comprehensive guide to the use of all fixtures, fittings and equipment.

It is a legal requirement for us to comply with the Gas Safety (Installation and Use) Regulations 1998. A copy of the gas safety certificate is located in the vehicle for your information. This is an annual check that is completed by a registered Gas Safe engineer.

In the unlikely event that there is an issue with the campervan on collection, we will do our utmost to rectify the situation. If this cannot be done at the time, we will offer alternative dates or a full refund. If the issue is rectified but you then choose not to go ahead with the booking, we will offer alternative dates, but no refund will be due.

We will only be liable for any loss or damage suffered by you, you party or your property in the instance that such loss or damage be due to our negligence.

YOUR OBLIGATIONS AND LIABILITIES

Any road tolls, fines and legal penalties (for example parking tickets, speeding fines) incurred during the rental period are your responsibility and you remain liable for the payment of these. Should we be notified of any charges due subsequent to the end of the rental period, we will invoice you immediately and require this to be settled within 14 days (if we are still in possession of your security deposit at this time, the sum will be deducted for the deposit)

You and your party remain liable for any loss or damages caused during the term of the rental period, and we cannot accept liability for any of the above, caused by yourself to yourselves, your party or any third parties.

You agree to return the campervan at the end of the hire period to us in the same condition as noted on collection at the start of the hire period, along with all documents, fixtures, fittings, and equipment as supplied, subject to fair wear and tear. The campervan will be returned to the agreed location, at the previously agreed time and date (or sooner) as set out in this Rental Agreement. The consequence of failing to do this may be further charges due and payable by you.

The condition of the campervan will be checked and noted on the inventory sheet at the start of the rental term and signed by both parties. It is your responsibility to check for existing damage and ensure that this is noted on the inventory sheet before you depart. On return of the vehicle, a further visual check will be completed.

RETURN OF LEFT ITEMS

Sometimes personal items will be left behind, and we will always do our best to reunite said items with their owners. We charge an administrative fee of £5, plus appropriate postage costs. We endeavour to post the items within 2 working days of the end of the rental period.

PERSONAL DATA AND GDPR

From the point at which you book a campervan with us, we collect data of a personal nature, including your name, date of birth, email address, home address, contact telephone numbers, driving licence and payment information. We require this information in order to confirm and process your booking. In addition we are required by our insurers to take and hold copies of your driving licence(s) and proof of address documents for a minimum period of 12 months.

Further information might be collected in the instance that you request a brochure, respond to a survey, or enter any competition run on our website or social media channels. We will store your data in accordance with GDPR legislation.

We will use this data on occasion to notify you of any news or information which we think might interest you, such as updated literature or special offers. We will never pass your details to any third parties. Please make a request in writing should you wish to opt out of any marketing correspondence.

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. In the event of any inconsistency between these terms and conditions and any other literature supplied by us (for example in a brochure, on our website or social media channels, the provisions set out in these terms and conditions will prevail.

Should any provisions within these terms and conditions be deemed unlawful, as judged in a court of law, the provision shall to the extent required, be severed from the Rental Agreement and rendered ineffective as far as possible, without impacting the remaining provisions as set out in the terms and conditions, and therefore shall not affect the validity of the terms and conditions.

Both parties agree that this agreement, and any dispute or claim arising from, or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales. We agree that the Courts of England and Wales shall have exclusive jurisdiction in this matter.

CORONAVIRUS/ COVID-19

Should you or any of your party become ill or suffer any symptoms associated with COVID-19, you must inform us as soon as possible, and return the campervan to our premises as soon as it is safe to do so. On your return to our premises we will need to ensure a contactless handover.

In this event, we regret that we are not able to make any refund for early termination of the booking.