



## Herding Camper Van Hire Terms and Conditions of Hire

To ensure that you know exactly what to expect during the booking process and period of hire, please read our Terms and Conditions. THESE TERMS AND CONDITIONS FORM A CONTRACT BETWEEN YOU AND US AND SET OUT THE LEGAL BASIS FOR YOUR HIRE OF ONE OF OUR CAMPER VANS. YOUR PAYMENT OF THE DEPOSIT IS YOUR UNCONDITIONAL AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU WILL BE UNABLE TO HIRE A CAMPER VAN FROM US. Your booking is with WCF Ltd trading as Herding Camper Van Hire (hereafter known as "**Herding**").

### 1. Hire

Herding hire the camper van to you subject to these terms and conditions. By signing these terms and conditions below you agree to strictly comply with them. You must not transfer, assign or sublet the benefit of this agreement. Herding permits you to use one of its camper vans only upon the terms and conditions of this agreement.

To give our guests the most flexibility our hire periods are split into 3-night weekend stays (Fri-Mon) and 3-night weekday stays (Tues-Fri) hires. Our minimum hire is 3 nights and you can combine up to 6 hire periods at a time.

Please note that our vehicles are insured for travel in the UK only. **You must not take the vehicle outside the UK.**

**No smoking is permitted in the vehicle.**

### 2. Passengers

The use of this vehicle is authorised for up to 4 passengers including the Driver. Seatbelts are required for all passengers whilst the vehicle is in motion. Herding restricts the number of passengers to a maximum of 2 adults and 2 children. Each person to use the safety restraints provided at all times whilst vehicle is in motion.

### 3. Drivers

Drivers must be between 25 and 75 years old and have held a full driving license for a minimum of 2 years. A Refundable Security Deposit of £750 to cover Campervan Insurance Excess applies to all our hires with a UK, EU, Canada, USA, Australia or New Zealand driver's license. If your license is out-with these countries, the license will be checked by our underwriters who will notify us of any additional excess, the costs of which will be passed on to you as part of the Refundable Security Deposit.

At the time of hire, you must not have had your license suspended for any period within the last three years, not been involved in more than one fault incident in the last three years, had no more than two convictions with a maximum of three points per conviction and have not obtained a BA (disqualified driver), DD (reckless/dangerous driving) or UT (theft or unauthorised taking) conviction.

The details and documents of the Main and additional Named drivers must be provided to us via the Vehicle Rental Agreement in advance of the rental hire period and prior to us confirming your booking.

The camper van must only be driven by you or any other person who has first been authorised by us, for whom you have provided the insurance, driving licence and personal identification information.

All Drivers must provide a copy of their paper license as well as their Photo License ID and current licence check code valid for the period of hire at the time they pick up the vehicle. In addition, we require 2 items of proof of identity and address for the main Driver, (one of which must be a utility bill or bank statements), from separate companies less than 3 months old). Mobile phone bills are not allowed. If the Driver does not have a Photo License ID, the paper license and a passport or other valid form of photo ID is required. **Failure to provide all this documentation at the time you collect the vehicle will mean you cannot hire the vehicle and no refund will be given.** All Drivers must be present when the vehicle is collected.

Drivers are personally liable for all legal penalties (e.g. speeding fines or parking tickets) which are incurred during the period of hire.

#### 4. Hire Rates

Our Booking Hire Fee quoted includes:

- Hire of the camper van, fixtures and fittings and all living equipment
- 500 free miles, thereafter miles are charged at 10 pence per mile
- UK fully comprehensive vehicle insurance\*
- UK breakdown cover
- Parking for one vehicle at the pick-up location, namely Herding Hill Farm Camping and Glamping Site, Shield Hill, Haltwhistle, Northumberland, NE49 9NW.

\* Insurance loading. In some cases, Herding Camper Van Hire will incur additional charges if the driver to be insured has a traffic conviction, is using a non-UK driving license or is in an occupation which is deemed high risk. Information about all Drivers will be requested prior to any booking being accepted. These additional charges will be passed onto our customers.

Herding accept no liability whatsoever for any loss or damage caused to your own vehicle whilst it is left at our premises.

#### 5. Payment of your Booking Hire Fee

Availability is on a "request and confirm" basis at the time of reservation. This is to allow us to complete the necessary Driver checks. Any provisional reservation is only binding after it has been confirmed by us and a deposit of 50% of the Booking Hire Fee plus Extras has been received (or 100% if the hire is less than 30 days from the booking date) by debit or credit card. Once your reservation is confirmed, you will receive a confirmation via email. Settlement of the remaining balance will be due 30 days prior to the Booking Rental Start date. If you fail to pay the full Booking Hire Fee 28 days prior to the Booking Rental Start Date then the booking will be cancelled and any deposit retained.

#### 6. Refundable Security Deposit

A Refundable Security Deposit of £750 is required 7 working days before the rental period starts to cover:

- Insurance Excess;
- Damages (whether negligent, wilful, accidental or otherwise) to either the camper van, its fixtures and fittings or its living equipment;
- Windscreen damage;
- Lost keys;
- Valet fees;
- Fuel refill charges;
- Road traffic fines, toll road charges or parking tickets incurred;

- Late return fee; and
- Return by postage of any items left on board

The Refundable Security Deposit will be taken from your preferred credit card. This must be in cleared funds before we can release the vehicle. The Refundable Security Deposit will be increased for drivers with licenses which are not issued by the UK, EU, Canada, USA, Australia and New Zealand and for drivers with a high number of traffic offences. We will contact our insurers before your booking is confirmed to check the cost for you.

The Refundable Security Deposit will be refunded 7 days after end of hire to the same card, provided the vehicle is returned to us undamaged, with a clean interior, all fixtures and fittings in good condition and working order and a full fuel tank. A deduction from the amount of the Refundable Security Deposit refunded will be made to the extent that we incur costs as a result of the vehicle being returned to us damaged, with a dirty interior, with any fixtures and fittings not in good condition and working order, and/or without a full fuel tank

By booking a campervan with us and paying your Refundable Security Deposit you irrevocably authorise Herding to deduct from the Refundable Security Deposit any amounts due by you to Herding arising out of this agreement. Please note that we reserve the right to retain a £100.00 soiling fee if the campervan is not returned with the interior in a clean condition.

#### **7. Insurance Excess**

The Refundable Security Deposit covers the vehicle Insurance Excess. If we deem that you have any damage to the vehicle you will be liable up to this amount. By booking with us, you agree to adhere to the Terms and Conditions of Insurance which can be found online at [XXXXXXXXXX](#). If you have not adhered to these Terms and Conditions or provided us with false or misleading information in relation to your booking which declares our insurance invalid, then you will be liable for the full cost of any damage incurred.

In the event that you have damaged the vehicle we will get a quote and you will only pay for the damage plus any cost to us to get it fixed i.e. management time to take vehicle to get fixed, fuel and any loss of revenue caused by the vehicle being off hire. This will include any consequential loss to us of securing an alternative vehicle for guests with pre-existing bookings. This will only be up to the limit of the Refundable Security Deposit unless you have not adhered to our Terms and Conditions.

#### **8. Hire Extras**

Pet Cleaning – £25 per hire (maximum one well behaved dog per vehicle)

#### **9. Cancellation Charges**

If you cancel your booking 8 weeks or more before the date of your Booking Rental Start Date, you do not have to make the Final Payment, and your Deposit will be refunded less a £20 administration fee. If you cancel your booking less than 8 weeks before the date of your Booking Rental Start Date and you have not made your Final Payment your Deposit will not be refundable. If you cancel your Booking less than 8 weeks before the date of your Booking Rental Start Date and have made your Final Payment then neither your Deposit nor your Final Payment will be refundable. Where possible, and with your agreement, if we are able to find an alternative date for your stay with us we will try to re-schedule your booking, but this is entirely at our discretion and subject to availability. If we do agree alternative dates with you then your Final Payment and Deposit will not be refunded. We strongly recommend that you take out personal travel insurance, including cancellation cover.

#### **10. Other Charges**

By booking with us you agree to pay us all rental charges, the Refundable Security Deposit and the Cancellation Charges. In addition, you agree to pay:

- the cost of any damage to the vehicle or the property of any third party, subject to the Insurance Excess\*
- all government fees and duties
- all parking fines, other fines or penalties, and/or accidents including third party property damage not reported on return of the vehicle; and associated administration costs incurred in relation to the campervan during the rental period
- a cleaning fee of £250 if you are found to have smoked inside the vehicle
- any other fees or charges payable pursuant to this agreement
- the daily rental rate for the period the vehicle is off fleet for accident repairs\*
- the cost to recover a vehicle which has become bogged

\*This cost is up to the Insurance Excess provided all Terms and Conditions are adhered to. If our insurance provider deems the insurance to be invalid due to inappropriate use or hire of the vehicle and there has been a breach by the hirer of the terms of this agreement, then the hirer will be liable for all costs.

### 11. Campervan Collection and Return

Collection: Please allow up to 1 hour for the hand-over of the campervan to complete the necessary paperwork and allow us to demonstrate how to use the features of the vehicle safely and responsibly. This has to be done in person with everyone who intends to drive the vehicle. **If you are unable to produce the required paperwork at the time of Collection you will not be allowed to take the vehicle and our Cancellation policies will apply.** All Drivers must be present when the vehicle is collected.

Return: Please allow up to half an hour on the return of your campervan to hand over and check the interior and exterior condition. The campervan must be returned with a full tank of fuel and returned in the same condition that it was rented to you. The vehicle must be returned on the date stated on the rental agreement and before the stated check out time. You must advise us if you are delayed for any reason. Please note that late return charges of £50 per hour will be applied.

After collection you acknowledge that you have received the vehicle in a clean condition and in sound working order in accordance with the departure checklist and with a full fuel tank.

You agree to return the vehicle in a clean condition, with fixtures and fittings in good condition and in working order, with a full fuel tank, on the return date and time set out under the heading 'check in' in the rental agreement. If your camper van is not returned with a full tank of fuel, we will charge you for the cost of the fuel plus a £20 fuel refill charge. The closest 24-hour filling station is located in Haltwhistle. All Drivers must be present when the vehicle is returned, no key drop off is allowed.

You acknowledge that Herding will not refund to you any monies, nor have any obligation to provide a replacement vehicle, if the vehicle is returned or you cease to have the use of the vehicle prior to the return date for any reason e.g. accident, weather or theft.

### 12. Title

You acknowledge that Herding retains title to the camper van and that you possess the goods as a mere bailee only. You do not have any right to pledge Herding credit in connection with the campervan and agree not to do so. You 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 camper van.

### 13. Use

You agree that during the rental period, you will not and will not allow the campervan to be:

- Driven otherwise than in a cautious, prudent and normal manner;
- Used in a manner which could cause damage, including allowing anyone to smoke inside;
- Driven in a prohibited area or in an area other than the areas indicated by me to Herding;
- 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 vehicle while it is unoccupied;
- Left unoccupied without the alarm being set or security lock applied if applicable;
- Driven by persons who:
  - Are under the age of 25 years or over the age of 75 years;
  - Have not held a full driving license for a minimum period of 2 years;
  - Have not had their license suspended for any period within the last 3 years;
  - Have not been involved in more than one fault incident in the last 3 years;
  - Have no more than two convictions with a maximum of 3 points per conviction;
  - Have never received a BA, DD or UT conviction;
  - Are not authorised by law to drive the vehicle; or
  - Are not disclosed to us under the heading 'driver details' in the rental agreement.
- Damaged by:
  - Submersion in water;
  - Being driven off-road; or
  - Contact with saltwater
- Used for any illegal purpose for any race, rally or contest;
- Taken to a music festival or other festival events;
- Used to:
  - Tow any other vehicles or trailer;
  - Carry passengers, goods or property for hire or reward or any other form of profit or remuneration;
  - Carry more than 2 adults and 2 children;
  - Carry volatile liquids, gases, explosives or other dangerous, corrosive, hazardous or inflammable material other than the bottled gas provided for the purposes of cooking
- Taken out of the UK, other than with our express agreement
- Otherwise used in breach of my obligations under this agreement.

### 14. Alterations

You shall not make any alterations or additions to the vehicle without our prior written consent.

### 15. Maintenance

You agree that you shall take all reasonable steps to properly maintain the camper van during the rental period, including oil and tyre checks, water and batteries. Should the camper van break down you must not attempt to carry out any repairs but shall call the breakdown service.

You acknowledge that Herding will reimburse you for expenditure up to UK £50.00 reasonably incurred in rectifying any minor faults or mechanical failure to the drive train and engine of the vehicle (not including the water system, refrigerator, heating, audio equipment) or for the replacement of an LPG gas canister provided that:

- You produce relevant receipts that have reasonably incurred in the rectification of the fault;
- You have received the prior consent of Herding; and
- The damage is not due to your fault or your breach of this agreement.

You agree that, subject to the terms of this agreement, you will pay for the cost of repairing or replacing tyres damaged during the rental period provided that Herding will reimburse you for expenditure reasonably incurred if:

- You produce relevant receipts
- The tyre is defective and is returned by you to Herding for inspection; and
- The manufacturer accepts liability under his warranty,

You will be liable for any costs associated with the incorrect use of fuel (fuel being diesel or petrol).

#### **16. Responsibility When Accident Occurs**

In the event of any accident, loss or damage arising out of the use of the campervan you agree to:

- Notify Herding as soon as it reasonably possible and no later than 24hrs;
- Obtain the names and addresses of third parties and any witnesses;
- Note the registration number and insurance details of any third party;
- Take photographs of any relevant evidence;
- If applicable, report the event to the nearest police station;
- Not make any admission of liability to other parties, settlement or other like offer;
- Assist Herding in handling any claim arising from any event, including providing all relevant information and attending court to give evidence;
- Acknowledge that the excess or other amount due by you in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period;
- Pay for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault.

#### **17. Insurance**

You agree that the vehicle is insured for damage to the camper van and the property of a third party. You will have to pay an excess for any damage. The insurance excess is £500 and paid as part of the Refundable Security Deposit. Please note that resolution of damage issues is time consuming to resolve and we reserve the right to charge an administration fee in addition to the repair cost. You note that any insurance cover will be invalidated, and you will thus be uninsured and responsible for the total cost of any damage if you breach any of the terms of this agreement

#### **18. Release and Indemnity of Herding**

Subject to its obligation to deliver the campervan, you release Herding, its employees and agents, from any liability to you (regardless of who is at fault) for any loss or damage incurred by you by reason of this agreement, including but not limited to:

- Any loss or damage caused by breakdown, mechanical defect, accident or the campervan being unsuitable for your purpose;
- Any loss or damage to any property left in or on the campervan, in any service vehicle or on any Herding premises or recovered or handled by Herding;
- Subject to any insurance arrangements agreed with Herding, you hereby indemnify and shall keep indemnified Herding, 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 your use and/or possession of the vehicle;
- Instances or unavoidable events beyond Herding's control that means we cannot release the camper van to you due to urgent mechanical repairs, accident damage or other fault with the campervan. In this instance, Herding will endeavour to find a replacement, alternative camper van or give a full refund of the price of hire to the customer. Herding will not accept responsibility or pay any compensation for additional losses beyond the Booking Hire Fee. We strongly recommend all customers to take out travel insurance.

### 19. Road Restrictions

All camper vans may only be driven on sealed, bitumen roads. You acknowledge that Herding reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause. You acknowledge that for security reasons Herding reserves the right to add trackers to its vehicles.

### 20. Overhead Damage

All drivers must be aware of the (unusual) height of the motorhome and are responsible for all damage if driven under an obstruction that is too low for it to clear – the obvious examples are low bridges and height restrictions into car parks etc. In this event, the hirer will be responsible for the repair of all damages. Overhead damage is deemed as any damage to any part of the vehicle which occurs above 6 feet (1.83 metres) and or any third-party property.

### 21. Pets

You will not allow any animals to be carried in the camper van without the prior consent of Herding. A pet cleaning charge of £25 will apply to each hire. You agree to restrain your pets whilst they are in the vehicle and it is in motion.

### 22. Definitions

- **'You'**, and **'Your'** refers jointly and severally to the person or persons who are the customers.
- **'This agreement'** means the vehicle rental agreement, the insurance motor rental agreement and these terms and conditions. In the event of any discrepancy between these terms and conditions and any other Herding literature, the provisions of these terms and conditions apply.
- **'Herding'** means WCF Ltd trading as Herding Camper Van Hire, Crawhall, Brampton, Cumbria, CA9 1TN
- **'Customer'** means the person or persons nominated as the hirer under the heading 'hire details' on the insurance motor rental agreement and any person whose credit card is presented in payment of the customer's charges.
- **'Living Equipment'** means crockery, cutlery, glassware and cooking utensils
- **'Rental Period'** – Means the hire period referred to under the heading 'Booking Details' on the rental agreement or any agreed variation thereof and any additional period during which the camper van is in the customer's possession or control
- **'Vehicle'** – Means the camper van described under the heading 'vehicle details' on the rental agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the vehicle and any replacement or substitute vehicle which may be provided at the discretion of Herding.

### 23. Terminating the Agreement

You acknowledge that Herding may terminate this agreement and repossess the camper van at any time, without notification to you, and that you will pay the reasonable costs of repossessing the vehicle, including towing charges if;

- You are in breach of any term of this agreement;
- You have obtained the vehicle through fraud or misrepresentation;
- The vehicle appears to be abandoned;
- The vehicle is not returned on the agreed return date or Herding reasonably believes that the vehicle will not be returned on the agreed return date;
- Herding considers on reasonable grounds, that the safety of passengers or the condition of the vehicle is endangered.

You understand that in the event of such termination or repossession, you have no right to a refund of any part of the rental charges or the Refundable Security Deposit.

#### **24. Our Privacy Policy**

Herding will collect personal information such as name, email address, postal address, contact telephone numbers, emergency contact details and driving license details. This information is necessary for booking and insurance details and may be passed on to our insurance company. It will only be retained until the all matters relating to this agreement have been concluded.

#### **25. Changes**

Any changes to this agreement must be in writing and must be signed on behalf of Herding and by you.

#### **26. Proper Law**

This agreement shall be governed by the law of England and Wales and all disputes shall be subject to the exclusive jurisdiction of the English courts.

#### **27. Your Warranties**

You warrant that all information supplied by you to Herding in connection with this agreement is true and accurate.

#### **28. Entire Agreement**

This agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement. Herding reserves the right to add or amend any rental charges without prior notice.

Finally, please sign below:

I acknowledge all the details I have given in relation to the hire of this camper van on the Vehicle Rental Agreement are to the best of my knowledge, truthful and accurate. I confirm that I have read Herding's Term and Conditions of Hire and agree to be bound by them.

Full name of Hirer:

Signature of Hirer:

Full name of Additional Driver:

Signature of Additional Driver:

Date:



**Herding Camper Vans**  
**WCF Ltd, Crawhall, Brampton, Cumbria, CA8 1TN**