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:

"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 Dates": the dates for which the Booking is made.

"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.

"Customer": means the person making the Booking.

"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

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. BOOKING AND PAYMENTS

2.1 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 booking fee in full.

2.2 Upon receipt of the booking fee from you the Booking Dates will be held.

2.3 30% of the value of the booking is non-refundable and shall be payable in all cases.

2.4 The Booking includes use of the Campervan for the Booking Dates and:

- 3.4.1 Daily Mileage Allowance
- 3.4.2 insurance and breakdown cover (insurance subject to conditions below); and
- 3.4.3 any extras provided by the Owner as standard with any Booking.

2.5 Daily Mileage allowance

- 2.5.1 The standard mileage allowance is 160 miles for each full day of paid booking
- 2.5.2 The mileage will be recorded at the start and end of the booking from the odometer and Contour will calculate the total number of miles driven whilst on hire.
- 2.5.3 If the total mileage exceeds 160 x the number of full days hired, then Contour will invoice you for any additional miles driven
- 2.5.4 Additional miles will be charged at 45p per mile as standard.

2.6 You will be responsible for providing your own child seats for the Campervan as required.

2.7 Contour will organise direct with you to meet on or before the commencement of the Booking Dates to hand over the Campervan. 4 weeks prior to this meeting you will:

- 2.7.1 pay the Security Deposit to Contour
- 2.7.2 Send photos of the front and backs of your driving licence and the driving licence of anyone else who will drive the Campervan during the Booking.
- 2.7.3 if a UK license holder you will provide Contour with a DVLA check code to enable us 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
- 2.7.4 provide Contour with two proofs of your residential address. Acceptable proof of address for the purposes of this clause 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

2.8 The Security Deposit will be refunded by Contour 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.

2.9 You agree to comply with any policies, instructions or guidelines provided by Contour.

3. CANCELLATION

- 3.1 Cancellation of the Booking by you at any time will result in 30% of the booking fee being forfeited.
- 3.2 The Remaining Fee is non-refundable if you cancel the Booking within 30 days of the commencement of the Booking Dates.

- 3.3 If the Campervan becomes unavailable for the Booking due to mechanical failure, Contour 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.

- 3.4 If the Campervan suffers a mechanical failure during the Booking which:

    3.4.1 cannot be resolved under Contour's breakdown cover in accordance with clause 6; and

    3.4.2 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.

4. INSURANCE

4.1 Contour has in place specialist insurance cover for the Campervan, the details of which will be provided together with criteria which you must meet in order to be covered by the insurance.

4.2 If you do not meet any of the insurance criteria you must inform Contour as soon as possible and in any event prior to the Booking Dates. This insurance will cover up to three drivers aged between 21 and 75 at no extra cost. UK, EU, NZ and AU licenses are covered as standard. License must be held for a minimum of 2 years and up to 2 minor offences in the past 5 years is OK (no more than 6 points).

4.3 Where you inform Contour of your failure to meet the criteria in clause 4.2 above, Contour shall investigate with their insurer whether your 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, Contour will inform you as soon as possible.

4.4 The insurance excess varies from £1000 - £2,000 depending upon 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.

4.5 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.

4.6 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.

5. BREAKDOWN COVER

5.1 Contour 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.

5.2 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 Contour's breakdown cover, you will be transported back to the normal pick up location for the Campervan.

6. AMENDMENTS TO BOOKING

- 6.1 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.
- 6.2 Approval of any request you make under clause 7.1 shall be:
  - 6.2.1 at the discretion of Contour;
  - 6.2.2 subject to the availability of the Campervan for the amended dates you have requested; and
  - 6.2.3 subject to a £50 administration fee.
- 6.3 Where the Booking Dates are amended in accordance with this clause 7, Contour will recalculate the Booking Fee and:
  - 6.3.1 where the Booking Fee for the amended dates is higher than the original dates, you will pay to Contour immediately upon request any additional sum required; and
  - 6.3.2 where the Booking Fee for the amended dates is lower than the original dates, Contour shall refund to you any overpayment which has already been received in respect of the original dates.

7. PRICING AND INFORMATION

7.1 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. PETS

8.1 Any animal which is permitted in the Campervan shall be kept under control at all times and shall never be left in the Campervan unsupervised.

8.2 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.

9. COMPLAINTS

9.1 In the event that you have any complaint about the Booking or the Campervan you should raise this directly with Contour Campervan Furniture as soon as possible. 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 Contour Campervan Furniture to put right anything that is wrong before the end of your hire.

9.2 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.

9.3 If you feel that a problem has not been dealt with in a satisfactory manner you must put your complaint to us in writing, including any supporting evidence or relevant information, and send it to us via info@contourcampers.co.uk. Complaints must be received within 28 days of the last day of your hire. We will then use our reasonable endeavours 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. RESPONSIBILITY FOR LOSS AND DAMAGE

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

10.1.1 for death or personal injury caused by our negligence; or

10.1.2 for any matter which it would be illegal for us to exclude or attempt to exclude our liability.

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

10.3 Contour 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.

11. ENDING THE BOOKING

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

12. OTHER IMPORTANT TERMS

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

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

12.3 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.

12.4 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.

12.5 Nobody other than Contour or you shall have any rights under these conditions. No other person shall have any rights to enforce any conditions.

12.6 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.