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## Alfresco Camper Hire Terms and Conditions

*Welcome to Alfresco living! We hope you'll have a great adventure in our amazing campervan. These Terms and Conditions are here to help you know where you stand and make sure you and we are covered in the unlikely event that something goes wrong.*

These Terms and Conditions (the **Terms**) apply to all rental bookings of the VW California known as Godrevy, registration number WF18 LBU (the **Vehicle**) throughout the United Kingdom and European Union.

Plain italicised text does not form part of the Terms. Defined terms are in bold italics.

### **WHO ARE WE:**

Alfresco Landscape Ltd, trading as Alfresco Camper Hire (**Alfresco**) is the business responsible for renting the Vehicle to you, the customer (the **Hirer**).

### **1. Booking**

#### **a) PAYMENT**

We will send you details of the full amount payable for the hire of the Vehicle once we have received your booking enquiry.

A reservation deposit of £250 is payable in order to secure your booking and booking will not be confirmed until this is received in our account (details below):

Alfresco Camper Hire / account number 93827003 / sort code 20 87 94

Once this has been received, we will send you a formal booking confirmation form.

The balance (i.e. the full amount payable less the reservation deposit) will be payable six weeks prior to your collection of the Vehicle. Our booking confirmation letter will confirm the amount and date by which the balance is due in the account, detailed above.

Your reservation deposit will be repaid to you in full in the following circumstances:

- Cancellation by Alfresco in accordance with clause 1(i) below.
- Death or critical illness of the Hirer.

See also clause 1(f) below regarding cancellation. *We strongly recommend that you take out suitable travel insurance to cover cancellation and other travel-related risks.*

#### **b) SECURITY DEPOSIT**

*We want you to have a great holiday and enjoy the Vehicle but need to look out for other future hirers and, of course, ourselves as owners of this incredible California.*

We do need to take a security deposit of £700 (the **Deposit**), which is payable by bank transfer to the following account details:

Alfresco Camper Hire / account number 93827003 / sort code 20 87 94

**This deposit must be paid 7 calendar days prior to collection of the vehicle.** This is to cover possible damage to the vehicle, as well as failure to comply with our fuelling policy, see information under 'what's included.'

The Deposit is refundable in full on the safe return of the Vehicle, in the condition in which it left on the day of collection, subject to an inspection satisfactory to us. The Deposit will normally be refunded within 5 working days following the end of the rental period. Where charges are incurred which result in the Deposit or part of the Deposit being retained we will provide you with an itemised invoice detailing the charges incurred by you.

You irrevocably authorise us to deduct from the Deposit any amounts due to us arising out of these Terms which may include:

- Repairing or replacing damage caused to any part of the Vehicle, equipment, fixtures or fittings whether accidental, by negligence or otherwise.
- Any special cleaning required beyond what is reasonably expected after usage, whether as a result of accidental spillage, breach of these Terms or otherwise.
- Costs of refuelling, which include both the cost of fuel and a refuelling charge to cover time incurred to refuel the vehicle, see 'What's included.'

In the event that there is a claim we reserve the right to retain the Deposit for such a period as is necessary to quantify the charges incurred which are to be deducted from the Deposit.

**c) DRIVERS:**

All drivers must:

- Be aged between 25 and 75
- Have a minimum of 24 months' full UK driving licence. A current driving licence is required from all drivers and must be produced in person on collection when completing the Hire Drive Agreement.

*Our insurance company requires us to include the following in our terms and conditions.*

*We don't have anything against jockeys!*

The following persons must not drive the Vehicle:

- Any person who is not identified as a driver on the Hire Drive Agreement
- Any person whose blood alcohol concentration exceeds the legal level.
- Any person whose driving licence has been cancelled or suspended.
- Any person who is under the influence of legal or illicit drugs.
- Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/ or have had their licence endorsed or suspended or more than 6 penalty points imposed. Spent convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded.
- Persons who had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any Motor Insurer.
- Persons engaged wholly or partly in professional entertainment or professional sports persons.
- Jockeys and persons connected with racing of any sort.

- Undergraduates and/or students under 25 years of age.
- Persons who, whilst driving, have been involved in more than one accident during the past 3 years.
- Foreign Service Personnel other than persons holding a full valid United Kingdom or EU licence for two years or more.

All insurance cover will be void if any of the above terms are breached.

**d) ANIMALS & PETS:**

*Alfresco love dogs!* We are happy to allow a maximum of two small dogs [please contact us to discuss the sizes and breeds of your dogs before booking] for an additional fee of £25 per dog per hire period.

- Dogs should never be left alone in the Vehicle.
- Dogs should not be permitted to use the bed(s).

**e) RENTAL TIME EXTENSIONS:**

Rental time extensions are at the discretion of Alfresco and rely entirely on future demand and availability. Any request for an extension must be communicated as soon as possible and approved in writing by Alfresco.

**f) CANCELLATIONS:**

Cancellation fees apply as follows:

- If cancelled over 30 days prior to collection date: £250, taken from your reservation deposit
- If cancelled within 7-29 days of collection date: 50% of the full rental fee.
- If cancelled 1-6 days prior to collection date: No refund available, full rental fee will be charged.

**g) MAXIMUM NUMBER OF PASSENGERS:**

The Hirer agrees that the Vehicle may only be used to carry four passengers, including the driver. Carrying any additional passengers may result in the Agreement being terminated with no refunds payable to the Hirer.

**h) RENTAL REFUSAL:**

Alfresco reserves the right to refuse any rental, or the continuation of any rental at its discretion.

**i) CANCELLATIONS BY ALFRESCO**

Should 'Godrevy' not, for any reason, be available to hire during your period of rental you will be notified as soon as is possible and Alfresco will attempt to locate a replacement vehicle for the period of your hire. If this is not possible then you will be refunded 100% of your payment(s) but we will not be responsible for any other charges against us.

**2. Collecting and Dropping off**

Please collect the Vehicle from *10 Roddas Road, Mount Hawke, Truro, CORNWALL TR4 8DX* at the date agreed on your booking confirmation (the **Booking Confirmation**).

At collection, we will ask you to complete a Hire Drive Agreement (the **Agreement**) which requires certain details to help ensure that all parties are covered by insurance when using the Vehicle.

We try to be as flexible as possible so if you require collection or drop-off outside the hours below, please let us know. Any alternative timings to those set out below must be agreed to by us in writing.

**a) VEHICLE COLLECTION TIMES:**

Between the hours of 15:00 and 18:00.

**b) VEHICLE DROP-OFF TIMES:**

Between the hours of 8:00 and 10:30.

**c) LATE DROP-OFF:**

*Please be respectful of future Alfresco explorers and return the Vehicle to us at the agreed time. If it is late, the next users of the Vehicle may not be able to set off on time, may need to be accommodated in a hotel or may need to be bought a case (or two) of wine. The terms below are there to cover such an eventuality, which we hope will never occur.*

Vehicles that are returned more than one hour later than drop-off time on the arranged date on the Hire Drive Agreement will be charged the day rate applicable to the contract in addition to a £250 late fee. This will then be charged for each additional day the Vehicle is late in addition to any revenue lost or costs directly or indirectly incurred because of the Vehicle being returned late. This is not negotiable and will be deducted from the Deposit.

**d) EARLY DROP-OFF:**

There is no refund available for the unused portion of the rental should the Vehicle be returned earlier than agreed on the Booking Confirmation.

**3. Condition of the Vehicle and Living Equipment**

**a) COLLECTION INSPECTION:**

An inspection of the Vehicle will be conducted by the Hirer and Alfresco prior to the vehicle being released for rental. The inspection will cover external panel and windscreen, internals of the campervan, and inventory supplied.

A condition report (the **Condition Report**) is supplied and filled out with the Alfresco team, showing all damage to the Vehicle. The Condition Report also confirms that the Vehicle is in a clean and satisfactory state on collection. If you do not agree with this, please immediately inform a member of the Alfresco team in order to provide Alfresco the opportunity to rectify any points prior to departure.

Once the Condition Report is signed, the Hirer agrees that they have received the Vehicle in satisfactory condition and no refunds will be provided for issues with the condition of the Vehicle from this point forward.

**b) LIVING EQUIPMENT:**

Living equipment is included with the Vehicle. A detailed inventory will be provided on collection. The Hirer will be charged for any missing or damaged items.

**c) GAS AND FIRE SAFETY:**

*The LPG bottle may not be supplied full upon collection, but we will check prior to your rental to ensure that there is a reasonable quantity of gas for your rental period. A refill can be purchased from most campsites, service stations and camping shops. If you do need to refill the bottle, please keep the receipt for full reimbursement upon return from your adventure.*

The gas bottle is not to be used in conjunction with any appliances (lamps, BBQs etc.) not provided by Alfresco. The Hirer is responsible for any damage to Alfresco's property caused by incorrect usage of the gas bottle and gas fittings.

The Hirer will be liable for 25% of any loss to the Vehicle and its equipment directly or indirectly caused as a result of fire.

**d) CLEANING FEE ON RETURN OF VEHICLE:**

*We live in Cornwall, and expect you'll spend some time at the beach so we really don't mind a bit of sand in the Vehicle upon return. However, please leave the Vehicle in good, clean condition in accordance with the checklist in your Welcome Pack.*

The Vehicle will be handed over in a clean condition to the Hirer. We will provide you with a cleaning checklist in your Welcome Pack.

For avoidance of doubt, we will clean the outside of the Vehicle upon return to us. Please do not take the Vehicle through any form of car wash facility.

The Hirer agrees to pay a cleaning fee of £150.00 if the Vehicle has not been cleaned in accordance with the checklist in your Welcome Pack.

**4. On the Road**

**a) FUEL:**

Regular Diesel is to be used in the Vehicle. Fuel is to be refilled by the Hirer when required.

The Vehicle will be provided to you with a full tank of diesel, ready to go. Please return the Vehicle with a full tank so that it is ready for its next adventure.

Vehicles returned with a lower level of fuel than indicated will be charged at the market price for filling the tank, together with a refuelling fee of £25.

If you run out of fuel and request roadside assistance you will be liable for the call out fee, in addition to the cost of the fuel and expenses retrieving the fuel.

**b) REPAIRS:**

The Vehicle is always fully maintained and serviced. However, we recognise that occasional breakdowns and small problems can occur.

Should any problems be encountered, the Hirer must inform Alfresco immediately and follow Alfresco's instructions. Contact details are available in your Welcome Pack.

The Hirer agrees that Alfresco is not responsible for any claims made by the Hirer after the return of the Vehicle.

**c) TYRE/WINDSCREEN DAMAGE:**

Tyre damage, flat tyres or spiked tyres are at the cost of the Hirer. We will replace any damaged tyres at market cost, together with a £50 fee. The Hirer will be responsible for windscreen damage up to a maximum of £100.

**d) KEYS:**

The Hirer will be responsible for the cost of replacing keys which are lost or broken, or for the retrieval of keys locked in a vehicle. Cost of a locksmith travelling to the vehicle will be at the Hirer's expense.

**e) ACCIDENTS AND INSURANCE:**

In the event of the Vehicle being involved in an accident where damage is caused to the Vehicle, any other vehicle involved in the accident or any person injured, the Hirer must contact Alfresco within a maximum of 2 hours of the accident occurring.

An insurance form supplied by Alfresco must be filled in completely and accurately, with detailed diagrams, descriptions of the accident, complete details from all parties involved in the accident, signed, and dated and forwarded to Alfresco immediately.

If the above is not adhered to all insurance will be cancelled and the full amount of all repair costs and damages including lost revenue or medical expenses, refunds due to lost time for future customers and accommodation fees required will be forwarded to the Hirer for payment.

**f) ALFRESCO'S LIABILITY:**

Alfresco will not be liable to the Hirer for any loss, damage or inconvenience caused by delayed delivery of the Vehicle.

Alfresco will not be liable for any loss or inconvenience from inability to rent the Vehicle to the Hirer as a result of natural disasters such as floods, storms, hailstorms, earthquakes, etc., nor for any personal injury nor damage to the Hirer's property caused by the same.

The maximum liability for Alfresco is to refund the rental fee paid for the amount of time the Vehicle is off the road for repairs, which are not caused directly or indirectly by the Hirer.

**g) GENERAL SAFETY PRECAUTIONS**

*Cornwall is a very safe place to travel but that doesn't mean you shouldn't take the usual precautions that you would take with any vehicle.*

The Hirer should always:

- Lock the Vehicle when unattended.
- Take the keys with you in a secure pocket. Please do not leave the keys hidden anywhere. They should always be on your person.
- Park in well-lit streets.
- The height of the vehicle is 2 metres, please do not attempt to park in undercover car parking facilities where the roof level indicated is less than 2.10 metres.

If it is shown in any police or other report that the above steps have not been followed, the Hirer will be liable for 25% of the total cost of any loss arising as a result of theft of the Vehicle

**h) MAINTENANCE & RESPONSIBILITY:**

It is the Hirer's responsibility to check and maintain all fluid and fuel levels and to immediately rectify and/or report to the Alfresco team if heavy usage of oil or engine coolant is occurring or if the Hirer becomes aware of any defect.

- It is the Hirer's duty to check the fluid levels every 3 days to ensure fluid levels are correct.
- Please check fluid levels while the motor is cold early in the mornings.
- The Hirer will be held fully responsible for engine damage if the radiator cap is not properly replaced and sealed after checking fluid levels and/or the warning buzzer or dash lights indicating problems for overheating is ignored.

Please contact us for authorisation prior to replacing any fluids, other than diesel. On presentation of receipts, Alfresco will reimburse pre-agreed refills of all fluids except diesel.

**i) VEHICLE USE:**

- The Hirer shall not use the Vehicle for anything other than its intended purpose or allow use of the Vehicle to carry passengers or goods for hire.
- The Hirer shall not allow the Vehicle to be used to carry volatile liquids, corrosive or flammable materials or explosives.
- The Hirer will not place any signage of any kind on the Vehicle to advertise or alter the outside appearance of the Vehicle.
- The Hirer shall drive the Vehicle in a careful and cautious manner and will not do or allow to be done anything to harm the Vehicle.

**j) ROAD RESTRICTIONS:**

The Vehicle is not allowed to travel on unadopted roads, dirt tracks or beaches. Travel on these surfaces will void all damage protection cover. The Hirer will be liable for all damage caused by travelling on unadopted roads, dirt tracks or beaches. The full cost of any damage may be deducted from the Hirer. If in the opinion of Alfresco the Vehicle is found to have travelled on an unadopted road, dirt track or beach, the Deposit will be retained until the Vehicle is fully inspected and checked for damage. If no damage has occurred the bond will be returned to the Hirer, less the cost of inspection at £50 per hour.

Any costs related to repairs or towing of the vehicles on unadopted roads, dirt tracks or beaches are fully at the expense of the Hirer. Alfresco does not provide any roadside assistance or repairs where the vehicle is on an unadopted road, dirt track or beach.

**k) INSURANCE:**

The Vehicle has comprehensive insurance cover, this covers damage to the vehicle, theft of the vehicle, collision, malicious damage and weather damage.

The Hirer is liable for the cost of damage to the vehicle or third-party property damage up to the amount of the Deposit held unless the Terms have been breached in which case additional compensation may be sought from the Hirer.

**l) VALUABLES:**

*We strongly recommend that all customers take out comprehensive travel insurance prior to confirming a booking.*

Alfresco assumes no liability for valuables left in or stolen from the vehicle. Insurance on personal property is the Hirer's responsibility.

**5. General**

**a) VAT:**

All charges are inclusive of VAT.

- b)** These Terms, together with the Booking Confirmation and Hire Drive Agreement constitutes the entire agreement between the parties concerning its subject matter, and supersedes any previous accord, understanding or agreement, express or implied. No variation of these Terms, the Booking Confirmation and Hire Drive Agreement shall be

valid unless it is in writing, refers specifically to one or more of these three documents and is provided in writing by Alfresco on or after the date of these three documents.

- c) These Terms, the Booking Confirmation and the Hire Drive Agreement shall in all respects be governed by the laws of England and Wales.

Signed: ..... ..

Date: ..... ..

On behalf of Alfresco

The Hirer