

Counting Sheep Campers Ltd (CSC Ltd) Hire Terms and Conditions

Campervan/Glampervan

Definitions of Terms and Conditions

“I”, “me” and “my” refers jointly and severally to the person or persons who are the customers/hirers.

“This Agreement” means the 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 Counting Sheep Campers literature, the provisions of these Terms and Conditions apply.

“Contract” means when you submit a booking via our online reservation system/phone/email/post etc. you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between you and CSC. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by email or post.

“Counting Sheep Campers” also referred to hereafter as CSC means Counting Sheep Campers Ltd. owned by Mark and Alison Hibbert of Counting Sheep Campers Ltd., Lamins Farm, Foulden, Berwick-upon-Tweed, TD15 1UH.

“Customer” means the person(s) 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.

“Glampervan” and “Vehicle” means the campervan supplied by CSC. The vehicle under hire as described under the heading “Vehicle Details” under the Rental Agreement and includes tyres, tools, accessories, living equipment (built-in or free standing) and any other special equipment, documents relating to the Vehicle and any replacement or substitute vehicle supplied by CSC.

“Living Equipment” includes but not limited to crockery, cutlery, cooking utensils, pillows, cushions, sleeping bags.

“Collision Damage Waiver (CDW)” CSC do not accept any Collision Damage Waiver to reduce the Insurance Excess.

“Rental Agreement” means the document read and signed by the hirer(s) upon collection and return of the Vehicle. It includes details of Customer, Insured Drivers, Vehicle Details, Rental Period and Departure Checklist.

“Rental Period” means the hire period referred to under the heading “Booking Details” on the Rental Agreement or any agreed variation and any additional period during which the vehicle is in the customer’s possession or control.

“Security Deposit” means the Vehicle security deposit as detailed in the Insurance Motor Rental Agreement and Clause 6.

1. Reservations

- All prices quoted and charged in £ GBP.
- All reservations must be booked and paid for by the hirers at the time of booking (25% deposit + 50% charge of Optional Extras) and then balance through the booking system on countingsheepcampers.com or by telephone or e-mail.
- Payment is accepted by credit card (Visa or Mastercard) or debit card (Visa Debit or Maestro). We make a 3% charge on all bookings to cover banking fees when a credit or debit card is used for payment. Card details will be saved from the deposit payment and charged for the balance 6 weeks prior to your holiday, and retained for the Security Deposit pre-authorisation. All card details will be deleted 7 days after the hire. These card details are held securely encrypted by a Third Party online banking system.
- Please note we do not accept American Express (Amex).
- Alternatively, you can pay with a bank transfer (BACS) direct to our bank account, please ask for details.
- We will notify you by email before the balance of payment for your holiday is charged to your credit/debit card.
- The hirer will pay any shortfall in charges to CSC. If there is any overcharge or refund due, CSC will refund this to the hirer.
- Vehicles will not be released without full payment being received, we are satisfied with your driving licences/proof of address and the security deposit being pre-authorised.
- On confirmation of your booking, we will need to see a copy of the driving licences of every named driver (max. 2) insured on the glampervan and the code you now have to obtain from www.drivingrecord.service.gov.uk/driving-record/licence-number to allow us to check your driving history online. We also require 2 utility bills (not more than 2 months old) including each hirers’ name and address as proof of where you live. We will retain photocopies of both the licence and utility bills whilst you have the vehicle on hire. These will be destroyed once the vehicle has been returned safely. When you arrive to collect the glampervan, please bring your driving licences with you for checking (every Named Driver).
- A Security Deposit of £800 will be pre-authorised credit or debit card only before collection. This covers insurance excess, security deposit and excessive cleaning deposit.

2. Hire Period

- “Hire Period” refers to the dates agreed in the Rental Period.
- Rental is charged on a daily basis.
- Minimum rental is 3 days.
- Collection and return is to our base at Counting Sheep Campers, Lamins Farm, Foulden, Berwick-upon-Tweed, TD15 1UH.
- Collection is 2pm on your first day. If that is not convenient, please contact us by email or phone *in advance* and let us what time you would prefer and we will endeavour to accommodate this.
- Return is by 11am on your final day. If you are going to be late, through reasons beyond your control, please contact us as soon as possible as this may affect the next booking. If you are late for no acceptable reason, we reserve the right to charge an additional day’s hire.
- CSC reserves the right to increase the minimum rental period for certain events.

3. Hire Rates include:

- Unlimited mileage in the UK
- Fully Comprehensive Insurance for 2 named drivers aged 23-75 and holding a full UK driving licence for more than 2 years, subject to acceptance by our insurance company. This excludes any additional insurance loading for certain drivers e.g. if the driver has a traffic conviction, certain occupations.
- Large screen Satnav & road map
- Kitchen kit – crockery/cutlery/pans/utensils/sink/fridge etc.
- Campervan Cookbook
- Outdoor gas BBQ
- Picnic table & chairs
- Gas bottle (extra to be bought by client) & electric hook up cable
- Safety equipment – Fire extinguisher, First Aid kit, hi-viz vest
- Camping & Caravanning Club Privilege membership
- UK breakdown cover including Homestart and recovery. Any call out charges necessitated by the client through operator error e.g. flat vehicle battery, will be the responsibility of the client.

4. Hirer – Driver Age Limits & Driving Licence

- Drivers must be aged between 23 and 75 years of age for our glampervans.
- Drivers must have held a valid full UK driving licence for at least 24 months (2 years). They must be free of endorsements except for minor speeding or parking offences.
- All drivers must be present for the collection of the vehicle, with no exceptions.
- On confirmation of your booking, we will need to see a copy of the driving licences of every named driver (max. 2) insured on the glampervan and the code you now have to obtain from www.drivingrecord.service.gov.uk/driving-record/licence-number to allow us to check your driving history online. We also require 2 utility bills (not more than 2 months old) including each hirers’

name and address as proof of where you live. **We are unable to insure you if we are not able to log in and check your driving licence details.** We will retain photocopies of both the licence and utility bills whilst you have the vehicle on hire. These will be destroyed once the vehicle has been returned safely.

- The vehicle cannot be driven by persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving licence endorsed or suspended or more than 6 penalty points imposed. "Spent" convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded.
- The vehicle cannot be driven by persons who have 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.
- The vehicle cannot be driven by persons engaged wholly or partly in professional entertainment or professional sports persons, jockeys and persons connected with racing, gaming industry or press of any sort.
- The vehicle cannot be driven by **students under 25 years of age or Undergraduates.**
- The vehicle cannot be driven by persons who, whilst driving, have been involved in more than one accident during the past 3 years.
- The vehicle cannot be driven by Foreign Service Personnel other than persons holding a full UK/EU licence for 2 years or more.
- **Please note it is the responsibility of all named drivers to declare any endorsements on their driving licences or any accidents to us before making a booking. It may be possible to obtain insurance if you have endorsements on your driving licence – we can consult our insurers for a quotation on request.**
- When you arrive to collect the glampervan, please bring your plastic driving licences with you for checking (all named drivers).
- If you commit a road traffic offence or have an accident in the time between booking your holiday and arriving to start your holiday, you **MUST** inform us so we can check with our Insurance Company that you are still permitted to be insured. There may be an additional charge for some offences, or it may not be possible for the hire to go ahead.
- Drivers holding only an Automatic Vehicle Driving Licence are not permitted to driver any of our vehicles.
- **Should any driver fail to present all of the correct documentation and ID on collection of the vehicle or the documentation does not meet the driver requirements set out in the T & Cs, then CSC will be unable to release the vehicle. No refunds will be given.**
- If you hold an EU or other driving licence, please contact us and we will try to arrange insurance for you with our insurance company. This will likely incur an additional charge.

5. Insurance

- Fully comprehensive vehicle insurance is provided by Counting Sheep Campers through our insurers to the driver(s) named on the rental agreement.
- The vehicle is insured for UK only.
- The vehicle is insured for damage to the vehicle and the property of a third party but does not include any personal insurance for the customer (including death or bodily injury to the driver or passengers). It does not cover the personal possessions of the customers. We suggest you speak to your insurance agents to arrange your own Travel Insurance cover.
- There is a standard £500 insurance excess.
- Only the agreed named drivers are insured to drive the vehicle.
- If more than 2 named drivers are required, there will be an additional charge. Please contact us for more information.
- Additional insurance charges may apply if the hirer has an occupation that is deemed to be high risk.

Exclusions to Insurance

- Theft of a vehicle will not be covered by insurance if the ignition keys are left in or on the vehicle whilst unoccupied and the hirer shall be held fully responsible for a replacement vehicle.
- The vehicle should be kept locked when unattended.
- Please note that no insurance is offered for damage to the roof of the vehicle and any damage is deemed as gross negligence. The hirer accepts full liability for this, which is in addition to the standard excess of the vehicle, should that apply.
- Damage to windscreen, mirrors and tyre damage is not covered by the standard vehicle insurance.

6. Security Deposit

Pre-authorisation on a credit card to the value of **£800** will be approved prior to the van being released.

The Security Deposit covers any damage to the vehicle up to the insurance company's standard excess of £500 and also damage to internal fixtures and fittings. Additional charges may be made for excess cleaning of the vehicle e.g. smoking occurred in vehicle, soiling of furniture, sand, toilet not being returned clean/empty.

We reserve the right to charge the following cleaning fees:

£100 Excess cleaning fee (sand/smoking/staining)

£100 Fee for cleaning toilet/waste tank (these should be returned clean and empty)

- Please note that no insurance is offered for damage to the roof of the vehicle and any damage is deemed as gross negligence. The hirer accepts full liability for this, which is in addition to the standard excess of the vehicle, should that apply.

- Damage to windscreen, mirrors and tyre damage is not covered by the standard vehicle insurance.

Once the van has been returned at the end of hire and has been thoroughly checked for any damage, and once found to be in a satisfactory/damage-free condition, we will cancel the pre-authorisation after 7 days.

7. Collision Damage Waiver (CDW)

CSC do not offer a Collision Damage Waiver. The standard insurance excess is £500.

8. Optional Extras

Prices may be subject to change, any alterations will be notified promptly.

Package	Description	Cost per day £
Awning	Inflatable Kampa awning – (3m x 3m) fitted with Driveaway kit	10
Toilet set	Porta Potti including Privacy tent	5
Bedding set	Vango sleeping bags, pillows & microfibre quick-drying towels	5
Portable DVD player	mains or 12V charging and USB port	2
Bike rack	To carry 2 bikes	10
Activity Trailer	high-quality lightweight box trailer to keep all your outdoor equipment safe and dry, suitable for bikes, also with roof rack for surfboards or canoes	30
Additional driver insurance	2 named drivers as standard, any extra drivers will necessitate an extra charge	10

9. Collection and Return

Collection and Return to be at Counting Sheep Campers, Lamins Farm, Foulden, Berwick-upon-Tweed, TD15 1UH. Times:

- Collection is 2pm on your first day. If that is not convenient, please contact us by email or phone *in advance* and let us what time you would prefer and we will endeavour to accommodate this.
- Return is by 11am on your final day. If you are going to be late, through reasons beyond your control, please contact us as soon as possible as this may affect the next booking. If you are late for no acceptable reason, we reserve the right to charge an additional day's hire.

On collection, please allow at least 45 minutes to complete documentation, collection of deposit and demonstration of the vehicle. The vehicle will be handed over in a clean condition and in good working order. All drivers must be present at this time and must present their driving licences (see also Section 1 Reservations for more details on how we check your licences and proof of address). See Clause 6 Security Deposit for details of pre-authorisation of a credit card. CSC will issue a Rental Agreement which the Hirers will need to agree to and sign prior to the vehicle being released.

Upon return, please allow at least 45 minutes so that you can unload the vehicle and complete documentation to close the Rental Agreement. There are no refunds for early returns. Charges may apply if you return the vehicle late. The vehicle must be returned undamaged, clean & swept out, with a full tank of fuel, empty and clean toilet. Additional charges will apply if this is not the case.

10. Cancellation by Counting Sheep Campers

Counting Sheep Campers reserve the right to cancel a reservation before or at the proposed commencement of hire (no refunds will be given if at commencement of hire), details as follows:

- If the named Driving Licences are not produced or are found to be invalid in accordance with our insurance company's requirements.
- No proof of address by means of 2 utility bills for each named driver are produced.
- Hirer fails to provide funds for the security deposit payment (standard excess plus damage excess) by credit/debit card.
- Over occupancy of vehicle for seatbelt provision (max.5) or sleeping arrangements (2 adults & 2 children or 4/5 adults with the awning hired and clients to provide own bedding for sleeping in awning). Note: seatbelts must be worn while driving, this is UK law.
- Operational issues affecting rental fleet.
- Hirer is in breach of any term in this agreement/T & Cs.
- Hirer has obtained the vehicle through fraud or misrepresentation, including if any statement, representation or warranty made by the hirer in respect of themselves or additional drivers is incorrect.
- The vehicle appears to have been abandoned.
- The vehicle is not returned at the agreed date or CSC reasonably believes the vehicle will not be returned on the agreed return date.
- CSC believes on reasonable grounds that the safety of passengers or the vehicle is in danger. The hirers understand that in the event of such termination or repossession that the hirers have no right to a refund or any part of the rental charges or the security deposit.
- The hirer arrives to collect the vehicle with pets with them. No pets are accepted, no exceptions.
- CSC's liability is limited to the refunds of all monies paid by the hirer. No compensation is available for additional arrangements booked by the hirer e.g. flights/train tickets.
- CSC reserves the right to amend our cancellation policy for certain events.
- **CSC does not permit hire for attending certain events e.g. music festivals without prior agreement – if you are looking to hire to attend such an event, please [Contact Us](#) first to discuss.**
- **CSC reserves the right to refuse hire to any person, without stating cause.**

11. Cancellation by Hirer

In the event of cancellation by the hirer, the following charges will be incurred:

- More than 6 weeks prior to rental: we will refund your 25% deposit to you.
- Between 6 weeks and 2 weeks prior to rental: we will charge you 50% of your total holiday cost.
- Less than 2 weeks prior to rental up to "No Show": we will charge you 100% of your total holiday cost.

Any credit/debit card charges are non-refundable. Customers are advised to check their own travel insurance policy in the event of cancellation by hirer.

12. Right to change of vehicle

We will endeavour to supply you with the glampervan requested, however CSC retains the right to supply an alternative vehicle in the event of an operational issue.

13. Glampervan systems

CSC will carry out a full pre-rental inspection of each vehicle before hire commencement. Upon collection, the hirer will be given a demonstration of all systems. Should an on-board system fail during hire, we will make every effort to remedy the fault, however this may not be possible due to ordering of parts, location of van etc. CSC cannot be held responsible and will not refund any monies should a loss of service occur nor have any obligation to provide a replacement vehicle. In case of winter hire, CSC cannot be held responsible for damage or inconvenience caused by freezing conditions.

14. Use of the vehicle

Every person in the vehicle must use the seatbelts fitted at all times whilst the vehicle is in motion. This is UK law.

During the rental period, the hirer and all named drivers agree that the vehicle will not be:

- Driven other than in a careful, cautious and normal manner or used in a manner which could cause damage. We suggest a maximum speed of 65mph even on a motorway/dual carriageway and keep to lower speed limits signposted in built-up areas. On rural roads, please be aware that horse riders may be present – please pass wide and slow to avoid an accident, max 15mph.
- Driven or parked in a prohibited area including private roads
- Driven on any road surfaces other than sealed/bitumen roads other than when accessing caravan sites where a very slow speed limit is in place. Driving on a beach is not permitted.
- Driven by a person under the influence of alcohol or drugs
- Driven by a person who is unauthorised to drive the vehicle (See Clause 4)
- Used to carry more persons in accordance with the seatbelt provision
- Left with the ignition key in or on the vehicle while it is unoccupied. This invalidates the insurance.

- Damaged by submersion in water or in contact with salt water
- Used for any illegal purpose for any race, rally or contest
- Used to carry passengers or property for hire or reward
- Used to carry volatile liquids, gases, explosives or other corrosive or flammable materials (except for the gas bottles/canister supplied)
- **CSC reserves the right at any time and at its sole discretion to restrict vehicle movements in certain areas and times due to adverse road or weather conditions or any other reasonable cause.**

15. Smoking

We do not allow smoking inside the van. An Additional cleaning charge of £100 will be applied if this is not adhered to.

16. Pets

We cannot accept pets.

17. Breakdown and vehicle maintenance

The hirer will take all reasonable steps to maintain the vehicle on hire including checking oil and coolant levels, tyre pressures and batteries. In the event of a minor issue, the hirer should notify CSC of the problem initially, we may decide it is best to call out the Breakdown company. However, the hirer acknowledges that CSC will reimburse expenditure to a maximum of £50 reasonably incurred in rectifying any minor mechanical failure. Prior permission from CSC must be obtained and valid receipts must be provided for this.

The hirer will be responsible for any costs associated with the incorrect use of fuel. All CSC glampervans run on DIESEL.

24 Hour Roadside Assistance is provided under the hire contract. CSC must be notified in the event of Assistance being necessary, before any authorisation to carry out repairs is given. If the van can be fixed at the roadside, you should be able to continue your holiday straight away. If this is not possible, CSC will endeavour to supply you with a spare vehicle which you can take to continue your holiday. If no alternative vehicle can be supplied, we will give you a partial refund.

18. Responsibility if an accident occurs:

In the event of any accident, loss or damage arising out of the use of the vehicle including damage to a third party vehicle or property, the hirer should:

- When it is safe to do so, consult the Welcome pack in the glovebox for details. This includes all relevant contacts and telephone numbers of Insurance company, Police, breakdown/recover etc.
- Do not admit liability
- Notify CSC within 24 hours of the event
- Obtain names and addresses of third parties and their insurance details, and any witnesses and report the event to the nearest Police station.

- Complete the Incident Report Form supplied in the vehicle.
- Assist CSC in handling any claim arising from the event.
- Acknowledge that the excess or other amount due in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event, regardless of which party is at fault.
- Will pay any costs relating to the delivery of a change of vehicle as a result of an incident, regardless of which party is at fault.
- Accept that no security deposit/excess will be refunded until the claim is settled.

19. Violation of traffic laws and regulations

UK speed limits:

- 30mph in towns and other areas where 30mph speed limit sign is shown.
- 40mph in outer town areas where 40mph speed limit sign is shown.
- 50/60mph on other roads, keep to speed limit signs.
- 70mph on motorways, however please keep to **65mph to ensure safe driving while driving a CSC vehicle**

All named drivers are personally liable for all legal penalties and fees pertaining to any traffic violation infringements under the current Road Traffic Legislation applicable in the UK including Northern Ireland. This includes any parking fines and towing away fees due to illegal parking.

CSC will contact the hirer after the rental agreement finishes if any traffic violation infringements or parking fines are presented to CSC for your hire period. The driver(s) will be liable for any penalties and fees pertaining to any traffic violation that has occurred during their hire period. CSC reserves the right to charge an administration charge for each infringement incurred during the hire period.

20. Conditions of Hire

The company's campervan/glampervan rental agreement is the sole contract for hiring the vehicle between Counting Sheep Campers (CSC) and the hirer(s), named driver(s) and/or passenger(s).

The company takes no responsibility for any delay, loss, damage or injury that a hirer might experience no matter how it is caused or by whom.

These conditions cannot be varied or altered or waived by any employee or representatives of CSC or by anyone providing services or facilities.

The company cannot be bound by any representative or statement unless it is confirmed in writing by CSC's management.

21. Proper Law

This agreement is governed by and construed in accordance with the Laws of Scotland, and the parties submit to the exclusive jurisdiction of the Scottish Courts.

22. Privacy

CSC will collect Personal Information such as names, email addresses, home addresses, telephone numbers from the hirer during the process of booking and vehicle collection. These will be kept securely. The booking system will take credit/debit card number, security code and the card's expiry date. CSC will be required to provide the hirers' non-financial information to the insurance company to provide the required insurance cover for the rental.

23. Complaints

Counting Sheep Campers hope that you enjoy your holiday in our glampervan. We are contactable on 07564 655444 throughout the rental period if a problem does occur.

All faults, damage or complaints must be reported immediately on this number or at the latest on return of the vehicle. In the event that a complaint is not satisfactorily resolved upon return, the hirer must inform CSC in writing within 10 working days.

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