



land yacht holidays
www.airstream4rent.co.uk

terms and conditions

1. The Agreement

1.1 The following terms and conditions and the Booking Confirmation shall together represent the entire agreement made between you ("You", "the Hirer") and the owner of the Airstream as described on the Booking Confirmation ("the Owner"). If there is anything you do not understand or do not agree with, please contact the Owner immediately.

1.2 The Agreement shall replace any prior written or oral agreements, representations or understandings between the parties, and all other terms and conditions are expressly excluded. In the event of a conflict between the Agreement and any other terms and conditions, representations or understandings, the Agreement shall prevail.

1.3 In this Agreement (except where the context otherwise requires) the following expressions shall have the following meanings, namely:-
"Additional Charges" as described in clause 11 "Booking" the hire of the Airstream by you for the duration of the Hire Period subject to the terms of the Agreement. "Booking Confirmation" the document forwarded to you by the Owner which shall confirm the details of the Booking. "Cost of Hire" the total cost of the Booking (excluding Additional Charges) as described within the Booking Confirmation. "Deposit" as described in clause 2 "Hire Period" the period of hire as described in the Booking Confirmation. "Initial Payment" a non-refundable payment of £200 made to the Owner with the booking request. "Airstream" the vehicle as described in the Booking Confirmation.

2. Booking & Payment

2.1 Availability is on a request and confirm basis at the time of reservation. A Booking is only binding after it has been confirmed by us and an Initial Payment of £200 has been received. Once the Booking is confirmed, an invoice will be issued by post for the remaining Cost of Hire.

2.2 The Initial Payment shall be payable by you with the booking request and the balance of the Cost of Hire is payable to the Owner six weeks prior to the start of the Hire Period (or payable immediately if the Booking Confirmation is forwarded to you less than six weeks from the start of the Hire Period).

2.3 You will not be allowed occupancy of the unit without full payment being completed by cleared funds.

2.4 A Security Deposit of £1000 is payable to the Owner with the balance of the Cost of Hire and the Security Deposit shall be reimbursed in full (less any deductions) within one week following the end of the Hire Period.

2.5 There is no handling or administration charge for payment by credit or debit cards.

2.6 If any payment under the Agreement is not made by the due date for payment the Owner shall be entitled to charge interest in respect of any amount outstanding (both before and after the date of judgement) at a rate of 4% per annum above the base lending rate of The Bank of England from time to time and the Airstream will not be made available to you if any amount remains outstanding at the start of the Hire Period.

2.7 Hire rates quoted include all camp fees except where in unusual circumstances the site owner charges extra for the use of facilities such as showers.

3. Cancellations

3.1 If notification of your cancellation is received more than six weeks before the start of the Hire Period any payment made to the Owner in respect of the Booking will be refunded in full (less the Initial Payment).

3.2 If notification of your cancellation is received less than six weeks before the start of the Hire Period but in advance of two weeks before the start of the Hire Period any payments made to date in respect of the Booking will be refunded in full (less 50% of the total Cost of Hire).

3.3 If notification of your cancellation is received less than two weeks before the start of the Hire Period any payments made to date in respect of the Booking are not refundable (and you remain liable for any further sums due in respect of the Booking but not yet paid).

3.4 All cancellations must be notified in writing to the Owner, but you are advised to call the Owner immediately to inform them of any cancellation as this will increase the likelihood of the Owner being able to rehire the Airstream for some or all of the Hire Period.

3.5 If the Booking has to be cancelled by the Owner you will be offered the choice of an alternative date or, if no suitable date is available, you will be provided with a full refund of all payments made to date in respect of the Booking.

3.6 The Owner will not be liable to pay any costs or expenses directly or indirectly incurred by you if the Booking has to be cancelled by the Owner. The liability of the Owner in such an event shall be limited to the refund described in clause 3.5

3.7 It is the Hirers responsibility to ensure they have adequate cancellation insurance.

4. Check-in & Check-out

4.1 The Hire Period will be as described in the Booking Confirmation. Unless agreed with the Owner, the Airstream will be available for check-in [in the afternoon] on the first day of the Hire Period at the agreed location and must be made available for check-out [in the morning] on the last day of the Hire Period.

4.2 Please allow one hour for handover of the Airstream at the start of the Hire Period.

4.3 If you have separately agreed with the owner to extend your Hire Period at additional cost, then such additional charge(s) shall be payable by you in full to the Owner upon check-out.

4.4 Late check-outs have a significant impact on the following hire. If you are unavailable for check-out at the agreed time you may be liable to a late check-out charge of £100 and also liable to refund any additional costs incurred by the Owner as a result of the late check-out.

4.5 No refund will be payable for early check-out.

5. Suitable Persons & Occupancy

5.1 The Owner shall be entitled to refuse to hand over the Airstream to any person who, in the reasonable opinion of the Owner, is not suitable to take charge of the Airstream and in such cases where the Owner reasonably refuses to hand over the Airstream as a result of any breach of the Agreement by you, then the Owner shall have no liability to refund the Cost of Hire.

5.2 The minimum age for hire is 21 years and the maximum occupancy is 4 persons per unit.

5.3 The hirer named in the booking form is personally responsible for any damage caused to the interior or exterior of the unit. You agree to seek insurance details from any third party who causes damage to the unit and in all cases you remain liable for the insurance excess as detailed later in point 6.1

5.4 Hirers must provide 2 forms of identification at the time of check-in: Driving Licence or passport in current address and a utility bill showing current address dated within the last 3 months. Failure to provide these items will result in the enforcement of clause 5.1

6. Insurance

6.1 All rentals are subject to a standard excess of £1000. In the event of any damage to either the Airstream or third party property, the hirer will be liable for the first £1000 of any claim.

6.2 In the event that a third party has caused damage and we successfully claim all costs arising from their insurers (including the standard excess) we will refund the standard excess in full.

7. Pets

For the convenience of other hirers pets are not allowed in the Airstream under any circumstances.

8. Smoking

In the interests of safety and for the convenience of other hirers smoking is not allowed in the Airstream under any circumstances.

9. Bed Linen, Towels, Crockery & Additional Items

9.1 High quality bed linen and towels will be provided for 2 persons. In the event of occupancy by 4 persons you will need to provide additional bedding and towels.

9.2 Crockery & kitchen appliances are provided to accommodate 4 persons plus guests.

9.3 A full inventory will be provided detailing all specification, crockery & additional items. A charge will be made for any damage or loss arising.

10. Conditions Of Use

10.1 The Airstream must not be overloaded, or operated by any person under the influence of alcohol or drugs, or used for hire or commercial reward or for any illegal purpose.

10.2 The Airstream must only be operated by you named on the Booking Confirmation, or anyone else expressly authorised in advance in writing by the Owner.

10.3 You must not sell, rent or dispose of the Airstream or any of its parts, and you must not give or assign to anyone any legal rights over the Airstream.

10.4 You are responsible for the Airstream at all times whilst the Airstream remains under your control, and amongst other things you must;

(1) Ensure the Airstream is locked at all times when you are not using it and use any security device fitted to or supplied with the Airstream.

(2) Take all reasonable steps to protect the Airstream against bad weather which can cause damage to the Airstream.

(3) Ensure that you correctly follow instructions detailing the operation of any equipment fitted to the Airstream.

10.5 Attempts to move the Airstream from the site you are on will result in the Police being notified of theft and you will be prosecuted for attempted theft.

10.6 You must immediately advise the Owner as soon as you become aware of any fault with the Airstream or any material fault with the accessories within the Airstream. Where possible any such damage should be repaired as appropriate and paid for by you at the time, however, you must not let anyone work on the Airstream without the permission of the Owner and must therefore contact the Owner in advance to seek instructions before carrying out the repair.

10.7 If the Owner has consented to the undertaking of repair work upon the Airstream as described in clause 10.6, any refund of costs so incurred will be subject to the presentation of a valid receipt for such repair work.

10.8 If any damage occurs whilst the Airstream is under your control and such damage is not satisfactorily remedied before the end of your Hire Period an amount will be deducted from the Security Deposit to reflect the cost of the repairs.

10.9 Your hire includes 1 full (5kg) bottle of BP Gas Light. If you require a replacement bottle of gas whilst the Airstream is under your control, the cost of the replacement bottle of gas will not be refunded by the Owner.

10.10 No bicycles or large objects are to be carried/stored in the Airstream. In addition no articles of any description must be lent against the exterior walls of the Airstream.

11. Additional Charges

11.1 Upon completion of the Hire Period the Owner, or an appointed representative of the Owner, must be given the opportunity to check the condition of the Airstream and the Airstream remains under your control until such check has been completed to the satisfaction of the Owner or the appointed representative of the Owner.

11.2 Any damage caused by wind to satellite systems, awnings or windows/sky lights left open will be classed as negligent misuse and the cost of repair will be deducted from your Security Deposit.

11.3 You may be liable to pay the following Additional Charges to the Owner following the inspection outlined in clause 11.1 above;

(1) Additional cleaning costs if the condition of the Airstream is such that a standard valet would not be sufficient to return the Airstream to a condition similar to that at the start of the Hire Period.

(2) A minimum £100 replacement charge if the toilet cassette has not been emptied and flushed clean before the Airstream is collected by the Owner.

(3) A minimum £100 charge will be made if the kitchen oven, hob or microwave are not cleaned to the same standard as that at the start of the Hire Period.

12. Liability

12.1 In addition to the Cost of Hire and the Additional Charges the Hirer will remain liable for the following damages, losses or additional costs incurred by the Owner as a direct or indirect result of any acts or omissions of the Hirer and guests;

(1) Any damages, losses, or additional costs arising from your breach of the Conditions of Use as described in clause 10.

(2) All fines and costs (including court costs) should any act by yourself result in a prosecution being made against the Owner.

(3) All fines and costs (including court costs) arising from Customs and Excise or Immigration Authorities seizing the Airstream, and you will be further liable to reimburse the Owner for monies lost due to the non-availability of the Airstream.

(4) Any other damage that has been caused to the interior or exterior of the Airstream even if such damage arises accidentally or is otherwise not your fault (subject to the cover provided by the hire insurance).

12.2 For the avoidance of doubt, the Owner shall be entitled to make deductions from the Security Deposit in respect of any of the Additional Charges or the liabilities as described in 12.1

12.3 No liability is accepted by the Owner for any loss, damage or injury howsoever caused to any Hirer or other person occupying the Airstream or to any personal property belonging to the same whilst the Airstream is under the control of the Hirer. Nothing within this clause shall be construed as purporting to exclude or restrict the liability of the Owner for personal injury or death resulting from the negligence of the Owner.

13. Breakdown

13.1 No liability can be accepted by the Owner for any loss or damage or expense incurred by you as a result of any breakdown unless such breakdown is proven to have been directly caused by the failure of the Owner to adequately maintain the Airstream in a fit state and condition.

13.2 In the unlikely event that the Airstream does breakdown whilst under your control you are required to inform the Owner immediately of such breakdown.

14. Accidents

If the Airstream is involved in a road traffic accident or collision on site whilst under your control you may be held liable for any damages, losses, or Additional Costs incurred by the Owner as a direct or indirect result of any acts or omissions by you or your guests where such acts or omissions may prejudice the position of the insurers of the Airstream and you are therefore advised to;

(1) Obtain the names and addresses of everyone involved in the accident, including witnesses.

(2) Inform the police if anyone is injured or there is disagreement over who is responsible.

(3) Make the Airstream secure.

(4) Inform the Owner of the accident as soon as possible.

(5) Complete the accident report that is kept with the Airstream Welcome Pack, and send a copy to the Owner.

15. Insurance

15.1 The Airstream is insured for your intended use during the Hire Period and a copy of the insurance policy is available from the Owner on request and you should satisfy yourself of the suitability of the insurance for the purpose for which you intend to use the Airstream.

15.2 Any dispute in respect of insurance is to be resolved between the insurer, the Owner and the Hirer.

16. Information & Data Protection

If you breach the terms of the Agreement the Owner may pass your information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant third party organisation. The owner may also pass this information to the British Vehicle Rental and Leasing Association (BVRLA), who may pass it on to any of its members for any purpose stated in accordance with the Data Protection Act 1998.

17. Termination

17.1 The Owner or anyone acting on behalf of the Owner, shall have the right at any time to terminate this agreement immediately by giving notice in writing to the Hirer if;

(1) The Hirer has committed a material breach of this Agreement.

(2) The Hirer shall become bankrupt or go into liquidation (whether voluntary or compulsory) be dissolved, compound with its creditors or have a receiver, administrative receiver, or administrative receiver appointed over the whole or any part of its assets or undertaking or suffers any similar process under the law of its domicile or place of incorporation.

17.2 If the Owner or anyone acting on behalf of the Owner terminates the Agreement in accordance with clause 17.1 it will not affect the entitlement of the Owner to receive any money owed by the Hirer under the Agreement and the Owner shall be further entitled to immediately repossess the Airstream without notice if the Agreement is so terminated whilst the Airstream is under your control and the Hirer shall be liable to pay any additional costs incurred in such repossession of the Airstream.

18. General

Where there are two or more persons/companies comprised in the Hirer, any reference to the Hirer shall include a reference to any one of them and any agreement, covenant or warranty contained herein on the part of the Hirer shall be given by the Hirer jointly and severally.

References to the singular shall include the plural and to the masculine shall include the feminine and vice versa and reference to persons shall include bodies corporate and unincorporated. The clause headings in the Agreement are for convenience only and shall not affect the interpretation thereof and references to clauses shall be references to clauses in this Agreement. The Agreement shall be governed by and interpreted in accordance with English Law and both parties shall submit to the jurisdiction of the courts in England.