

nomad living

Terms & Conditions

- The following are the General Term & Conditions of Hire between the Hirer and Nomad Living.
- Nomad Living is the trading name of Nomad Living Limited and all references to Nomad Living shall be deemed to be references to Nomad Living Limited.
- Nomad Living Limited is registered with Company Registration number 6254985 and has its Registered Office at The Old Carpenters Ford Street Aldham Colchester CO6 3PH.
- Note that these Terms together with the Nomad Living Booking Form and the Insurance Motor Rental Agreement (given to the Hirer on collection of the campervan) will combine to form the whole rental agreement.
- Nomad Living reserves the right to vary rates and conditions at any time.
- The campervan and its equipment remains the property of Nomad Living at all times.
- All payments made to or by Nomad Living shall be made in pounds sterling.

The Hirer and/or Driver

- The Hirer must comply, and is liable for ensuring, that the named Driver(s) complies, with the following obligations:
- He or she:
 - Accepts and understands that the hired vehicle was manufactured in the 1970s and does not necessarily have factory fitted safety equipment and other features now often fitted as standard in modern vehicles.
 - Shall not lend or hire the campervan to a third party.
 - Shall not tow any trailer or vehicle with the campervan.
 - Shall not carry more passengers than the permitted capacity of the campervan
 - Shall not use the campervan for carriage of passengers or goods for hire or reward.
 - Shall not move the campervan without the written consent of Nomad Living out of the UK mainland.
 - Shall not use the campervan for or in conjunction with any race, competition, trial or for hire or reward, or on non-metalled or sealed roads, or park or drive on any beach.
 - Shall restrict campervan movements in certain areas due to adverse road or weather conditions, or any other reasonable cause.
 - Shall be responsible for the costs of recovery for a campervan that has become bogged.
 - Shall not carry volatile liquids or gases (other than the LPG canisters provided with the campervan), explosives or other corrosive or flammable materials.
 - Shall not permit smoking in the campervan.
 - Undertakes to keep the campervan securely locked at all times when unattended and to refrain from any action or omission which may prejudice Nomad Living's rights to the campervan.
 - Shall not allow the campervan to be driven by anyone other than those named in the Insurance Motor Rental Agreement and authorised by Nomad Living.
 - Shall ensure that the Driver is fit and capable at all times.
 - Shall ensure that the Driver does not drive the vehicle when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed for the time being by road traffic legislation.
 - Shall ensure that any change of circumstances or the Hirer and/or named driver (s) (eg address, driving convictions) are notified to Nomad Living within 24 hours of any such change.

Insurance

- Any campervan hired may only be driven by the Hirer and/or agreed additional Drivers who have been accepted by Nomad Living and their Insurance Company.
- All named Drivers must be over 25 and under 70 years of age and have held a full UK licence for at least two years.
- The price quoted on the Booking Form includes insurance cover for one named driver aged between 25 – 70 years, with a clean licence.
- Any additional surcharges due to, for example:
 - driver's age

- history of endorsements within the last five years
- history of accidents
- physical/mental defects
- refused motor insurance record
- motor convictions
- additional drivers

will be advised by Nomad Living on receipt of the completed Booking Form, and any additional costs will be payable in advance with the final balance.

Identification Documents required

- The following must be supplied with Completed Booking Form
 - In the case of UK photocard licence, photocopies of both the card and the counterpart licence
 - In the case of UK paper licence, photocopy of all sections of the licence
 - A photocopy of a confirmation of address of hirer in the form of a utility bill (less than 2 months old) or a bank/building society statement.
- Non-UK licence holders must hold a valid full International Driving Licence and be cleared in advance as advised by Nomad Living and will have to pay an insurance surcharge and/or an increased deposit.
- Please note that if these are not received, Nomad Living will be unable to proceed with the Hire as they are governed by their insurance company's requirements.
- Nomad Living will destroy all photocopies once the Hire period is over.
- Nomad Living reserve the right to refuse to hire to any person without explanation or prior warning

Extent of Insurance Cover

- The Hirer is provided with Fully Comprehensive insurance for the duration of the Hire period only.
- Hirers should note that they are not covered by insurance should the campervan not be returned to Nomad Living at the stipulated date and time.
- The Hirer is insured for damage to the campervan and property of a third party.
- In the event of any damage to the vehicle the Hirer will be responsible for the first £1000 (insurance excess).
- The Hirer may be offered the facility to reduce the level of the insurance excess payable in the event of damage to the vehicle or third party property to £350 on payment of the additional charge of £8.67 per day of hire period (or such amount as may be charged from time to time). Such additional charges are to be paid in full prior to the commencement of the hire.

Exclusions to Insurance Cover

- The following are not covered by Nomad Living's insurance :
 - Windscreen & tyre damage
 - Loss/damage/theft to the radio, stereo equipment, and aerials.
 - Personal effects within or from the vehicle.
 - Interior damage, including burns, to seats, flooring and
 - living or cooking equipment
 - window blinds or curtains
 - elevating roof
 - any equipment on hire
 - any consequential expenses or additional costs incurred in hiring alternative vehicles, late arrival, missed ferries, accommodation, travel expenses or any third party claims in connection with a breakdown or accident.
- The Hirer shall be liable to pay the full cost of repair of any damage which the campervan may suffer as the result of the wilful or negligent action of the Hirer.

Security Deposit

- There is a £500 refundable Security Deposit which shall be paid to Nomad Living in the form of a payment authorisation of the hirer's debit or credit card prior to or at the start of the Hire.
- If the campervan is returned in good condition (subject to inspection) with a clean interior, whole and undamaged, and with a full tank of petrol, the credit or debit card payment authorisation will be cancelled within 7 working days.
- Should the condition of the campervan be otherwise, then the Security Deposit payment will be processed and the repairs, replacements or cleaning costs will be charged against the Security Deposit.

- In signing these Terms and Conditions, the Hirer specifically agrees that such charges can be paid out of the funds debited from the pre-authorised payment from his or her credit or debit card.
- Should the repairs, replacements or cleaning costs cost less than £500 to rectify, the balance of the Security Deposit after deduction of those costs of repairs will be returned to the Hirer within 30 days.

Breakdown

- In the event of a breakdown or an accident, a breakdown service is at disposal of the Hirer, details of which will be given out at the start of the Hire period and which are in the Hire Vehicle.
- The Hirer acknowledges that although Nomad Living has made every effort to ensure that the vehicle is kept regularly serviced and is supplied in full working order, breakdowns can occur from time to time.
- Nomad Living is not responsible for any consequential expenses or additional costs incurred in hiring alternative vehicles, late arrival, missed ferries, accommodation, travel expenses or any third party claims in connection with a breakdown or accident.
- The Hirer will be charged for anything that is deemed by Nomad Living to be a driver-induced error (e.g. running out of fuel, wrong type of fuel, locking keys inside the vehicle, losing keys.)
- In the event of the breakdown service being unable to repair the vehicle, Nomad Living will endeavour to supply a replacement vehicle, subject to availability and location of the Hirer at the time of breakdown.

Reservations

- Bookings can only be secured when the Nomad Living has received a completed Booking Form and a Booking Deposit of £150 per booking paid by personal cheque or cash. Payment of the Booking Deposit can also be made by credit or debit card but will attract an additional charge of £1.50.
- The Booking Deposit is not refundable and shall be deducted from the hire charge.
- The Hirer will then be sent confirmation of the booking, receipt of the Booking Deposit and the final balance figure.
- The final balance must be paid 28 days prior to the start of the Hire, otherwise the booking will no longer be secure and the Booking Deposit will not be refunded.
- The final balance is payable by cheque or cash, credit or debit card. Payment of the final balance by credit or debit card will attract an additional charge of 1% of the final balance.

Late bookings

- Late bookings are at the discretion of Nomad Living.
- When a booking is taken within 28 days of departure, the balance shall be paid in full with the return of the Booking Form.

Cancellations

- Cancellations must be in writing and are charged as follows:
 - The booking deposit is not refundable.
 - Cancellation between 4 – 2 weeks before start of Hire: 50% of total hire charge.
 - Cancellation between 2 weeks – no show: 100% of total hire charge.
- Nomad Living reserves the right to cancel the Hire if at the commencement of the Hire the Driver's licence(s) is invalid or is not in accordance with the conditions set out above.
- In these circumstances the total hire charge will be forfeited.

Mileage allowance

- Included in the hire charges are 75 miles (for each day of hire) without additional charge.
- Mileage in excess of this allowance will be charged at the rate of 25 pence per mile.

Collection and Return

- Collections will normally be after 4pm and returned before 11am on the relevant days and by arrangement with Nomad Living.
- If the campervan is returned late (i.e. outside the agreed times), the Hirer will be surcharged at the rate of £50 per hour or part thereof together with any additional costs incurred by Nomad Living (e.g. compensation to the next Hirer.)
- If you find you are unable to collect the campervan at the agreed times, please contact us as soon as possible and we will try to be available outside these hours. However, we cannot guarantee that we will be available, and if we are not the campervan will be available for collection the following day, or whenever is arranged otherwise between you and Nomad Living.

- No refund is given for an early return of the campervan for any reason, (e.g. accident, weather or theft).
- Where campervans have been arranged to be delivered to / collected from the Hirer, times and details shall be previously arranged and agreed by Nomad Living and the Hirer.
- The Hirer shall be given the opportunity to check the campervan for defects and shall notify Nomad Living of any obvious defects before commencing the Hire. The Hirer is advised to check the campervan thoroughly before signing the Rental Agreement.
- The breakdown or malfunction of equipment after the campervan has left the premises will not be accepted as reason to abort or cancel the Rental Agreement, and any such fault will be rectified as soon as possible.
- Any accidental damage caused to a campervan once covered by the Rental Agreement but still on Nomad Living's premises shall be deemed as the Hirer's responsibility.
- The Hirer is responsible for returning the campervan with a full tank of fuel and ensuring that it is as clean as at the point of Hire.
- Upon return, Nomad Living's representative will check the campervan for damage, cleanliness, a full tank of fuel, condition of the tyres, windscreen, bumpers, rooflights, mirrors, doors and internal habitation equipment.
- Nomad Living will make the following charges for additional cleaning:
 - £50 for the cleaning of stained upholstery.
 - £50 for a very dirty interior or exterior.
 - Please note that the campervans a specialist paint finish. They must never be taken through a car wash, or washed using a pressure wash on the paintwork.
 - Should this be ignored, damage to paintwork and the resulting costs incurred by a specialist bodyshop shall be passed on in full to the Hirer.
 - £100 if the no smoking clause has been ignored.
 - £50 for additional cleaning required after animals have been taken (please see Animals section below)
- Please consider that the next customer may be collecting the camper within hours of your return time.

Fuel, oil, water, tyres and gas

- Nomad Living warrants that campervans are roadworthy, licensed and taxed and that all appropriate checks are carried out by Nomad Living before commencement of the Hire period.
- The campervans use ordinary unleaded petrol. The Hirer will be liable if the incorrect fuel type is used.
- The Hirer is responsible for the regular checking of oil and (if applicable) water levels and the use of the correct type of fluids.
- In the case of campervans without LPG fuel tank, the campervan will be provided with one partially-used LPG canister and one spare full LPG canister at the time of Hire.
- The cost of any refills thereafter shall be the responsibility of the Hirer who shall ensure that the same size and make of gas canisters as taken out are returned with the vehicle, and that one full canister is returned with the campervan. These are widely available from most garages and Calor gas outlets throughout the UK.
- Where the vehicle is fitted with LPG tank for use in cooking etc, it shall be the Hirer's responsibility to ensure that the tank is full when the vehicle is returned at the end of the Hire.
- Nomad Living will notify you of local garages where LPG tanks can be refuelled.

Availability

- Every effort is made to ensure that the campervan reserved is available. If due to circumstances beyond Nomad Living's control the reserved campervan is not available, Nomad Living reserve the right to offer a suitable alternative.
- If an alternative is not available the liability of Nomad Living will be limited to the refund of any monies paid by the Hirer and the Hirer will have no further claim of any kind against Nomad Living.

Liabilities

- The Hirer shall be responsible for all costs and fines incurred because of offences against the Road Traffic Acts and /or regulations including speeding and parking tickets.
- The Hirer shall ensure that the driver and all passengers required by law to do so shall, when the campervan is being driven, wear the seat belts provided.
- In the case of an accident, loss or damage arising out of the use of the campervan (including theft of the campervan), the Hirer must

- notify Nomad Living in writing within 24 hours of the event.
- obtain the names and addresses of all third parties and witnesses involved
- report the event to the police immediately (and obtain crime number where relevant)
- not admit any liability to third parties or accept any offer of settlement or other offer.
- The Hirer will assist Nomad Living in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence if required.
- The Hirer shall immediately send to Nomad Living any Writ of Summons or Summons or other document relating to any claim or proceedings arising out of any accident to Nomad Living.

Animals

- Pets are not allowed in campervans except with the express consent of Nomad Living.

Terminating the Agreement

- The Hirer acknowledges that Nomad Living may terminate the Agreement and repossess the campervan at any time without reference to the Hirer if:
 - The Hirer breaches the Agreement in any way
 - The campervan has been obtained through fraud or misrepresentation
 - The campervan appears to have been abandoned
 - The campervan is not returned on the agreed return date or Nomad Living reasonably believes that the campervan will not be returned on the agreed return date
 - Nomad Living reasonably considers that the safety of the passengers and / or the condition of the campervan is endangered.
- The Hirer will have no right to any refund or the Security Deposit in the event of any termination or repossession.

Jurisdiction

- These Terms and Conditions of contract are governed in all respects by English Law and the Parties submit to the jurisdiction of the English Courts.

Nomad Living Ltd