



# Terms and Conditions

## Health & Safety Guidelines

This Agreement is made between Deeside Classic Campers Ltd of: Crann Dearg, Drumhead, Finzean, Aberdeenshire, AB31 6PB and the person/persons signing the Booking Form.

**TERMS AND CONDITIONS/HEALTH & SAFETY GUIDELINES OF BOOKING AND HIRE – whilst this is a lengthy document, please be assured that these are standard conditions for vehicle rental used by most vehicle rental companies in the UK.**

**Please ensure you read these terms and conditions as you will be asked to sign that you have and that you understand and agree to them. Failure to do so will mean we will be unable to hire you a van.**

## Terms and Conditions

Deeside Classic Campers Ltd hires the van (including any replacement vehicle) to you subject to this Rental Agreement which incorporates these terms and conditions and the information and conditions contained on the booking form that you completed and agreed online or completed and signed on paper. In entering into this Rental Agreement you accept these terms and conditions and confirm that you will strictly comply with them. The rights and obligations contained in these terms and conditions govern your use of our van and are not transferable by you. You acknowledge that the van is owned by us and that any attempted transfer or sub-letting of the van by anyone other than us is prohibited and a criminal offence. We permit you to use the van on the terms of this Rental Agreement only. Except where otherwise stated the following words have the following meanings in this Agreement:

**“The Van”**– This means the VW campervan hired to you under this Agreement and as specified to you by us including all tyres, tools, accessories and equipment.

**”You”** – The person or persons signing this agreement. **“The Agreement”** – **“The Rental Agreement”** and **“Terms and Conditions”** – This agreement and any document expressly referred to in this agreement including an insurance document and motor rental agreement. **“Security Deposit”** – The sum of £700 as detailed below paid by cash, debit or credit card. **“Booking deposit”** – a non-refundable sum of £150 paid at the time of booking. **“We/us”** – Deeside Classic Campers Ltd

### Booking

The VW Campervan Hire Booking Form must be completed online or sent to us with a **NON-REFUNDABLE BOOKING DEPOSIT OF £150** (payable by BACS, cheque or credit/debit card) **TO SECURE YOUR BOOKING**. Please note that your booking is not secure until your deposit has been paid. Your reservation remains open to other customers until your deposit has been made.

On receipt of the booking form, the signed terms and conditions (or terms and conditions confirmed as agreed online), completed insurance form, your deposit and receipt of written confirmation from us this contract shall have effect.

The balance of the hire charge (full charge less deposit) is due 42 days (6 weeks) before the start of the rental period. **A SECURITY DEPOSIT OF £700 IS PAYABLE (IN CASH OR CREDIT/DEBIT CARD VOUCHER) ON COLLECTION OF YOUR VAN.**

### Hire Vouchers

Gift Hire Vouchers are non-refundable. They are valid from one year from purchase. Once applied to a hire period as the ‘deposit’ the booking is confirmed and our normal terms and conditions of hire apply as regards cancellations, balance payments etc. No refund is issued when vouchers are applied to a hire period of lower value than the voucher’s worth.

## Choice of Van

Although we want you to have the van of your choice, we must allow for unforeseen circumstances. We reserve the right to provide you with a suitable comparable or superior alternative, without notice, upon collection. Should a substitute not be available upon collection, we will be responsible for a full refund of monies received by us together with any reasonable and foreseeable loss or expenses you may incur as a result. All rights are reserved by us to refuse any hire if in our reasonable opinion you are not suitable to take possession of the vehicle. No refunds are payable on accommodation, or vans not being available where you change, cancel or seek to vary the Agreement after departure. We take no responsibility for any detention, delay, loss, damage that you might experience unless caused by our negligence.

## Cancellation

In the event of a cancellation the following applies:

- Cancellations between the time of confirmed reservation and **42 days before** the rental period – **THE BOOKING DEPOSIT IS FORFEITED.**
- Cancellations **between 42 and 7 days** of start of the rental period – **A FEE OF 50% OF THE BALANCE OF THE PAYABLE HIRE CHARGE WILL BE INCURRED.**
- Cancellations **less than 7 days before** the rental period commences – **100% OF THE TOTAL HIRE CHARGES ARE FORFEITED.**

However, if we do manage to get another booking for the same van, for the same rental period we will waive the cancellation fee but not the booking deposit. If you change your booking date, **we will only honour booking deposits for a period of 1 year from receipt after which time the booking deposit is forfeited.**

## Security Deposit

**The £700 security deposit is refundable on safe return of the van**, in the condition in which it left our workshop subject to an inspection satisfactory to us. This must be paid to cover the possibility of damage (whether negligent, wilful, accidental or otherwise) or loss to the van or the fixtures and fittings therein or the living equipment and windows, wheels, tyres etc included with the van. The van and all its equipment must be returned in good condition, with no damage to it, its contents or any third party property. The van must be returned with the fuel re-filled to its agreed pre-hire level.

**YOUR SECURITY DEPOSIT WILL NORMALLY BE REFUNDED WITHIN 5 DAYS OF THE END OF THE RENTAL PERIOD.** Should there be any damage or requirement for any repair, replacement or special cleaning, the costs will be deducted from the security deposit before the balance is returned to you.

You irrevocably authorise us to deduct from the Security Deposit any amounts due to us arising out of this Agreement. If we are not holding your card information, then you agree irrevocably to pay all charges upon request. In the event that there is a claim we reserve the right to retain the security deposit for such long a period as is necessary to quantify the charges incurred which are to be deducted from the deposit.

**The £700 security deposit will be used towards funding any loss or damage whatsoever to the van, equipment, fixtures and fittings as well as payment for the insurance excess.**

Where the security deposit is insufficient to cover the costs, you will pay any additional amounts due. These will be invoiced as appropriate and you authorise us to deduct any sums due from your card in respect of such amount. Where charges are incurred which result in your security deposit being debited we will provide you with an itemised invoice detailing the charges incurred by you. Your signature below gives us permission to deduct all charges from your card within 7 days of the issue of an invoice. If we are not holding your card information then you agree to pay all charges upon presentation of the invoice.

## Charges

If, on arrival to collect your van, your licence is unacceptable due to endorsements or defacement, you will be unable to hire the van and no monies will be refunded to you. The charges stated on the rental invoice reflect your use of the van during the rental period and include basic hire charges, insurance, charges for any optional or ancillary services chosen by you, and any applicable taxes at the prevailing rate.

Additional charges may arise from your use of the van during the rental period, and may include (but are not limited to) loss of or damage to the van and its contents during the rental period and/or until the van is examined, the insurance excess, refuelling service charge and fuel cost, any late return charge, any additional driver charge, extra cleaning charge and any road tolls or fines for charges arising from traffic or parking offences during the rental period. All charges are subject to final calculation within 14 days of the end of the rental period.

In some cases, we will incur additional charges if the drivers to be insured have traffic convictions, or are using a foreign driver's licence or works in what our insurers consider to be a high risk occupation or is aged younger than 25 or older than 70, or has criminal convictions, or any physical or mental conditions which may inhibit driving, or has had an accident in the previous 3 years. These charges will be passed to you and will be notified in advance.

## Payment of Charges

All charges and expenses payable by you under this Agreement are due on demand by us. If you do not pay all charges due, a late charge of 1.5% per calendar month on the outstanding balance and any collection costs incurred by Deeside Classic Campers Ltd, including reasonable legal fees, will be added. When you comprise more than one person, each person is jointly and severally liable for all obligations of you pursuant to this Agreement.

## Payment by Credit Card

Where payment is paid by credit card, you agree that: a) we are irrevocably authorised to complete any documentation and to take any other action to recover from the credit card issuer all amounts due pursuant to this Agreement in respect of the Security Deposit and the hire charges payable; b) you shall indemnify and keep us indemnified against any loss incurred (including legal costs) by reason of notifying a credit card issuer of a dispute; c) we may process the credit card voucher. In the event that we elect to accept payment of the Security Deposit by holding an open security payment (which may be cancelled 5 days after the completion of the Rental Period), you agree that we are entitled to obtain payment from the credit card issuer pursuant to the paragraph above (a) in respect of any amounts due which are not known at the time of cancelling the open security payment.

## Insurance

The vans all have comprehensive insurance for the first and any other named drivers. Insurance is only for our van. The interior equipment and other items as specified in the Van Handbook are not covered by the Insurance and any damage will incur costs in addition to the Excess. Failing to provide information may invalidate your insurance and render you liable for all losses howsoever sustained including claims by third parties.

You must provide true and complete information for our insurers as requested on the booking form (paper form and online) at least 10 days before the hire period commences. If you make your hire booking less than 10 days before the hire is due to commence, all information required by the insurance company must be provided at the time of booking. This is to ensure that the insurance company can confirm they are willing to insure your chosen driver(s). Failure to provide this information within the time specified may result in us being unable to proceed with your booking. Should you fail to provide the required information in time and your booking is cancelled as a consequence, our policy on cancellation fees as set out above applies. **YOU ARE ADVISED TO TAKE OUT YOUR OWN PERSONAL EFFECTS AND TRAVEL INSURANCE TO COVER ITEMS NOT PART OF THE INSURANCE, LAST MINUTE CANCELLATIONS ETC.**

We are not responsible for any damage in connection with any accident or breakdown caused by you, nor are we responsible for any loss from the van. Our insurance policy protects us and any authorised driver against legal claims from any other person or for death or personal injury or damage to any other person's property caused by use of the van on the road, on condition you report all such incidents to us during the rental period or on return of the van (and you are using the van within the terms and conditions and those of our insurance company). The terms and conditions of our insurance company are included. In the event that any third party suffers death, personal injury or damage to property caused by use of the van which involves a breach by you or any authorised driver of any of the terms and conditions of this Agreement, and that of our insurance policy, or our Health and Safety Guidelines, you agree to reimburse us if we are obliged to compensate (a) the insurers for any payment they make to a third party on your behalf and/or (b) any third party. Our Insurance Company terms and conditions are available and can be supplied in hard copy on request, or can be viewed at our offices.

The insurance on the van is limited to 50% of cover for consequences resulting from fire due to cooking or heating. In this instance you will be liable for the outstanding 50%.

## Competition Winners

Only the competition winner must claim the prize. The prize is non-transferrable. The prize must be claimed within 12 months of the date of announcement. Should the winner cancel their prize 7 days prior to the agreed hire date, or not arrive on the date agreed, the prize winner will be liable to pay the full hire period.

## Wedding Hire

None of our VW vehicles can be used for self drive wedding hire due to the insurance policy not covering this activity. This is strictly prohibited as our customers are not insured. Only employees of Deeside Classic Campers can drive or use our vehicles for the purposes of wedding hire/use. This is a strict stipulation from our insurers. Should the VW be found to be used in this manner, the vehicle will be immediately removed without refund and the matter reported to the Police. Should this use be retrospectively discovered we reserve the right to apply a penalty charge.

## Excess and Collision Damage Waiver

Our insurers may increase the excess payable by you if you are under 25 or over 70, hold a foreign licence, have driving offences on your licence or have criminal convictions. We will inform you before the hire period commences of any increases in the excess the insurance company intends to make. For your information, this excess is usually set at about £750 and £1000 depending upon age.

If an insurance claim is made, you are responsible for a £500 excess (or excess of a greater amount if you are notified before the rental period commences about such change to the excess due) which is due in each and every incident and includes loss or damage to equipment, fixtures and fittings or to third party property. The excess applies in respect of each claim.

The Insurance does not apply to windscreens, windows, wheels, tyres, the underside, the roof and the interior of the van, towing charges, or where the van is driven off road or on unsurfaced roads or without due care and attention, negligently, recklessly or where the driver is under the influence of alcohol or other drugs. Your liability to pay the cost of the damage will therefore not be waived in these cases and you may be liable for the full cost. In respect of windscreen damage a separate policy excess charge of £500 may be levied.

## Drivers' Licence, Health and History

Drivers must be over 23 years of age and under 75 years, in good health and hold a full driving licence. "Good Health" means that you have no mental or physical disabilities which would interfere with your ability to drive, for example stroke/deafness/heart condition/diabetes/loss of limb/loss of sight in an eye/epilepsy. In addition you must not be taking drugs likely to affect your driving or drugs prescribed by a registered medical practitioner for treatment of drug addiction.

You will need to have held a UK driving licence for at least a year (two years if you are under 25) or a European Union Licence for at least two years. We will require the driving licence numbers and other identification information for all those who intend to drive, when you make your booking. We will need to see the driving licences for all named drivers, plus another form of identification such as passport and a recent utility bill (for each driver) on collection of the van. A maximum of 3 drivers per rental is allowed by our insurers. You cannot drive away a van without us having sight of your licences and ID documents. We will send you an e-mail the week of your hire asking you to provide us with a DVLA code which is a stipulation from our insurers and is nationwide for hiring any vehicle within the UK.

The van must only be driven by you or any other person who has first been authorised by us, for whom you have provided the insurance, driving licence and personal identification information. Failure to provide accurate information may invalidate the insurance and render you liable for all losses however sustained including claims by third parties.

You warrant that all information supplied to us in connection with this agreement is true and complete. In particular, on collection of the van you warrant that information supplied with the original booking has not materially changed, including but not limited to the number of points on a driver's licence.

## Our Obligations

We will supply the van to you in good overall and operating condition, complete with all necessary documents, parts and accessories. You agree to return the van to us in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in this Rental Agreement or sooner upon demand by us. Failure to do so may result in further charges becoming due and payable by you.

You and we will check the condition of the van at the start of the rental term and on return of the vehicle. You acknowledge receipt of the van which appears, upon visual inspection, to be in good, clean condition and sound working order on collection. It is your responsibility to check the van for existing damage, upon collection of the vehicle and to inform us of such before you depart.

## Collection and Return

**Please arrive at the arranged designated time to collect your campervan.** If you are going to be late, please telephone us to let us know. **IF YOU COLLECT YOUR CAMPER LATER THAN THE AGREED TIME WITHOUT OUR PRIOR AGREEMENT, £40 PER HOUR WILL BE PAYABLE.** You will also be affecting the holiday of the next person to collect their campervan.

When you arrive to collect your van, please ensure you allow at least one hour for us to show you around the van, how to drive the van, and how to operate the cooker, sink, fridge, roof, camping gaz, (grill and heater where available), water storage and other accessories and to brief you on our health and safety guidelines. We will also need to complete the paperwork in that time. You will also need time to load your luggage into the van.

## Return

For weekly hires (6 nights) commencing on a Friday, **collections are from 10.30am and returns must be by 3.30pm on the following Thursday.** For weekly hires (6 nights) commencing on a Monday, **collections are from 10.30am and returns must be by 3.30pm on the following Sunday.**

For short weekend breaks **collection is from 10.30am on the Friday and return is by 3.30pm the following Sunday.** Midweek short breaks run from **Monday, 10.30am until the following Thursday, 3.30pm.** Please return the van by the agreed time.

Please allow sufficient time to get back to our office so that you do not push the van too hard trying to get back in a hurry. **If for genuine reasons you cannot get to us at the stipulated times, please let us know as soon as possible by telephone, and alternative arrangements may be made.** On your arrival a visual check will be undertaken to identify any potential malfunctioning of the vehicle or its equipment, fuel level or any other relevant matter requiring attention. If damage to the vehicle becomes apparent immediately following your hire during the cleaning process and prior to the subsequent hire, you will be advised and an invoice will be sent to you.

If you return the van out-with the stipulated hours, you must comply with the out of hours return instructions, in which case you will remain fully responsible for the van until the return location re-opens for business. If you fail to comply with these instructions, you will remain responsible for the van until we are able to access it. If at any time we have agreed that you may return the van to a place other than our premises, or if we have agreed to collect it, you will remain fully responsible for the van until it is collected by us or a recovery service. You are responsible for any costs incurred in returning the van to our premises should you abandon the vehicle.

**We will not refund the hire charge if the van is returned prior to the return date due to weather, personal circumstances or any other reason whatsoever.**

## Late Return

**IF A VAN IS RETURNED TO OUR PREMISES LATER THAN THE AGREED TIME, WITHOUT OUR PRIOR AGREEMENT, £40 PER HOUR WILL BE PAYABLE.** You will also be affecting the holiday of the next person to hire your campervan. Should the late return of the van make us liable for extra costs, we reserve the right to pass on these costs to you. Charges and costs for late return will be deducted from your security deposit. By signing (or confirming online) this Agreement you agree to us making such deductions. Should the late return be due to accident you will be liable for any revenue lost due to the van being unavailable for hire. No refund is given for early return of the vehicle.

## Cleaning

You agree that we are entitled to charge you an additional cost, if the van requires more than our standard cleaning on its return, to restore it to its pre-rental condition, allowing for fair wear and tear.

## Occupying the Campervan

You must inform us on the booking form or subsequently in writing 7 days before the start of the rental period of the names and ages of all the people who will occupy the campervan during your stay. Failure to do so will be a breach of these Terms and Conditions and may invalidate insurance.

## Good Driving – suggestions for an enjoyable ride

Keep the speed down – your van's top speed is 50mph and remember to leave lots of space between yourself and the vehicle in front, and allow lots of time for braking and gear changing. Don't let your van struggle up hills – better to change down and keep the revs up.

## Engine Care

If there is damage or breakdown caused by your own actions, you will be liable for the cost of repair/replacement. This could be such things as pushing the engine too hard, or putting diesel in a petrol engine or vice versa, or burning out the clutch. This list is not exhaustive. You must take all reasonable and practicable steps to properly and safely maintain the camper including regular checks on; batteries, engine oil and other gauges, bulbs and tyre pressures and condition when driven more than 500kms, refilling or replacing as necessary. If you cause damage to the engine through driving too fast (over 60mph) over too long a period of time, and ignoring the warning lights, you will be liable for any transport costs, repairs required or even the cost of a replacement engine.

## Tyres

You agree that the tyres on the Van are visibly sound and appear within legal limits. Any damage or repair to tyres is your responsibility, unless it can be shown that damage is due to invisible defects in the manufacture of the tyre which are covered by a manufacturer's warranty, in which case we may reimburse you. For any reimbursement you must: a) Return the defective tyre to us for inspection and return; b) Produce appropriate receipts; and c) Accept the decision of the manufacturer as to whether reimbursement is made.

## Health and Safety

You must follow the health and safety guidelines when operating the campervan and its appliances and when using any equipment in the campervan or awning. The instructions for using the van and its accessories and facilities including the health and safety guidelines are provided to you upon receipt of the van verbally, and are to be found in the campervan handbook in your campervan.

## Seat Belts, Booster and Baby Seats

You must carry only as many passengers as there are seat belts in the van. You are legally responsible for obtaining and using an appropriate child or baby seat. For each child under 135cm (4'5" inches approx) or under 12 years of age you must use a booster seat or baby seat as appropriate. **For further information visit: [www.thinkroadsafety.gov.uk/campaigns/childcarseats](http://www.thinkroadsafety.gov.uk/campaigns/childcarseats).** Where these are provided by us, information on correct fitting is shown on the underside of the booster seat; the fitting of any such equipment is the sole responsibility of you and we can accept no liability whatsoever for defective child or baby seats not supplied by us or the incorrect fitting by you.

## Dos and Don'ts

You agree that you shall not:

- carry more passengers than the seat belt capacity of the van,
- use the van to carry passengers or goods for hire or reward,
- tow or push any vehicle, trailer or other object, (customers are not insured to use our towbars)
- drive off road, on unsurfaced roads or on roads unsuitable for the vehicle,
- drive when it is overloaded or when loads are not properly secured,
- use the van for any illegal purpose, or carry any object or any substance which is illegal or, because of its condition or smell may harm the van and/or delay our ability to rent the van again.
- damage the van by immersion in water or contact with salt water,
- take part in any race, rally, test or other contest, drive or park in contravention of any traffic or other regulations,
- drive or allow the van to be driven in restricted areas including, but not limited to, airport runways, airport service roads, and associated areas,
- undertake driving training activity or put the van through a rotary car wash.
- use the van for the purposes of wedding hire, as this is a stipulation from our insurers.

## Extent and Use of Hire

We would ask that you **remain within Scotland** during your hire period. However if you would like to go farther afield, please let us know and we will consider your request. **The camper must only be used for your stated hire reason, eg holiday. Please see section on "Prohibited Use of the Van".**

## Fuel

On collection we will agree the fuel level with you. You need to return the van refilled to that same level at the end of the hire period. An administration charge of £25, plus the cost of the missing fuel will be deducted from your security deposit if the van is returned with missing fuel. **The classic vans use unleaded petrol and Murdo T6 VW uses diesel fuel.** It is your responsibility to keep the fuel tank topped up during your hire.

## Camping gas

Camping Gas is provided for the cooker and fridge. We will meet the cost of one additional cylinder of gas replaced by you on production of a valid VAT receipt. We will not pay for an incorrect size or make of gas cylinder and will charge you £70 for replacing the incorrect size or make of gas cylinder. The type and size of gas cylinder used in our campers is readily available at many outlets such as campsites, garages, and hardware stores.

## Smoking

It is illegal to smoke inside our vans or awnings. You will be liable for any damage or smoke contamination caused to the van, the awning or their contents through smoking.

## Drinking Water

We cannot be held responsible for the cleanliness of drinking water obtained from various campsites and you are advised to check this with the site owners on arrival. The water stored in the van is not drinking water. We do advise that you drink bottled water.

## Pets

We do not allow pets or any other animals to be transported or kept in our vans. You will be charged decontamination and cleaning cost of £200 if this occurs. (This is due to further use by potential customers who may have pet allergies.)

## Keys

In the event that keys are lost or damaged you will be liable for the reasonable costs of obtaining replacement keys, and any costs associated with providing the keys to you during the hire period. You must lock the van at all times when not in use.

## Your Car

During the period of the hire you may park your car at our premises but do so at your own risk. We cannot accept responsibility for the loss of, or damage to your car or its contents unless caused by us. In the unlikely event that we require to move your car to another parking space on our premises, you give us permission to do so.

## Prohibited use of the Van

You are authorised to drive the van on the conditions of this Agreement including, at all times, to use the van in a responsible manner. If you do not comply with these conditions, you will be liable to us for any liability or loss incurred by us or any damages or reasonable expenses we suffer or incur as a result of your breach of the Agreement. You may additionally lose the benefit of any waivers or insurance selected by you. We reserve the right to remotely immobilise and take back the van at any time, and at your expense, if you are in breach of this Agreement.

You must look after the vehicle, make sure it is locked, secure, alarm activated and parked in a safe place when not in use. You must remove and keep in a safe place any removable radio and/or radio/CD face plate when the van is unoccupied. You must use seat belts, child seats and other child restraints as appropriate and required by law.

## Deeside Classic Campers Bike Hire

Whilst our hire bicycles are maintained in good working order, you must satisfy yourself of this prior to each use of them. When not in use by you they must be suitably secured with the locks provided. If any of the bicycles are lost or stolen whilst unsecured, you will be responsible for the full replacement costs.

## Loss or Damage

You will be liable to us for all losses and costs incurred by us in the event of loss, damage to or theft of the vehicle, its parts or accessories, while on rental, if this damage, loss or theft involves the deception of or by you or another party, or as a result of the keys remaining in the van whilst it is unoccupied, or was caused intentionally or negligently by you or your party. Your liability may include the cost of recovery of the van, any repairs, loss in value of the vehicle, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the van unless responsibility for the damage lies with us or has been determined by a third party or their insurers to lie with the third party.

You will not be liable to us for any charge or excess if the loss or damage is directly due to our negligence or our breach of this Rental Agreement. You will be liable for the loss or damage to any in-car entertainment equipment – cover for these items (i.e. the CD player) is not provided by our insurers. If the van is being used in connection with advertising or promotion or similar, any adhesive decals must only be applied in agreement with us and authorised by us, all such decals will be removed, including any adhesive residue and the van professionally polished by you prior to return to us. You will be liable to us for all losses and costs incurred by us in the event of loss or damage to the vehicle, its parts or accessories, while on rental, caused in the fitting and removal of such decals or similar.

If you damage the camper or are involved in a road accident, our main concern is that all of your party are safe. If you are involved in a road accident we ask that you contact the Police to report it and are guided by them in any procedures that are required. We understand that genuine minor bumps and scrapes can happen and do not want you to spend your holiday worrying about telling us! We ask that you contact us straight away, as this will not only allow you to continue your adventure at ease, but will also allow us to prepare for any repair to the campers on your return.

## Breakdown

**IF YOU HAVE ANY DIFFICULTIES REPORT THESE IMMEDIATELY TO US; (01330 850555 / 0779 035 6660/ 07876 351 340).** In the event of breakdown, recovery or repair services will be provided. All our vans have AA roadside relay/recovery. **If you incur any minor repair bills (reasonably incurred rectifying mechanical failure to the drive train and engine of the vehicle) we will reimburse you up to £50.** This will not include repairs to the water system, refrigerator, heater and audio equipment. Just produce your valid VAT receipt on the completion of your hire (provided the hirer was not directly responsible for any damage). **Repairs costing in excess of £50 must be authorised by us PRIOR to the work being undertaken.** A replacement van may be offered but this will be subject to availability. Where a replacement is not available we will be responsible for your reasonable and foreseeable costs/ expenses arising from the accident or breakdown unless caused by your negligence. Our liability extends to either replacing your van with a similar one or refunding your hire charge for any days you lose from the total use of the vehicle. You will need to return to the premises, preferably with the Breakdown Relay Service returning your original campervan, to collect a replacement vehicle, if one is available.

If you have caused the breakdown through your own actions you will be liable for all costs incurred and we will not refund you any unused days of hire.

**If you have broken down you must remain at a safe distance from the van until the breakdown recovery vehicle arrives. For your safety you will wear the supplied high visibility vests and put out the supplied warning triangle to warn approaching vehicles.** You may not abandon the van at the roadside. You must hand over the keys to the authorised breakdown recovery vehicle driver. If you abandon the vehicle, we will deduct any transport and labour costs incurred in returning the van to our workshop and any costs arising from loss or damage to the van whilst it is unattended from your Security Deposit.



## Accidents, theft and vandalism

You must, where possible, **report any traffic accident involving the van to the police (and us) as soon as practicable** and **report loss, damage or theft involving the van to the police (and us) within 24 hours of the incident or discovery of the incident**. Our insurance requires that you must not admit to any liability, release any party from liability, settle any claim or accept any disclaimer in the event of the accident, but should, if possible, take the names and addresses of everyone involved, including witnesses, car registration numbers, together with all the details of the accident, time, place, how it came about, damage to vehicles etc. If you have a camera, take photos of the scene. Please do not move the vehicles before the police arrive, as long as keeping them in situ is a safe thing to do. **DO NOT PUT YOURSELVES AT RISK.**

**An accident or theft report form must always be completed and submitted to us when you return the van or within 3 days of return of the vehicle**, containing all the above information, plus diagrams if possible. In the event of theft, you must return the keys to us where possible. You agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings, providing evidence and attending court if necessary, arising out of any loss of or damage to the vehicle.

## Return of items left in the campervan

We will be happy to return your belongings left in the campervan at an administration-charge of £10 plus postage and packing per item. This will be deducted from your security deposit or invoiced as necessary.

## Your Liabilities

You are personally liable for all road tolls, fines and legal penalties (e.g., parking tickets, speeding) which are incurred during your period of hire. **Any charges subsequently notified to us, will be immediately invoiced to you and we will require payment within 14 days.** If we are still holding your security deposit at this time, we will deduct this sum from that deposit. By signing (or confirming online) this Agreement, you accept this. You are liable for any losses or damage caused by you and/or your group and we cannot accept liability for any losses or damage or liability caused by you to yourselves or third parties, or their property.

You are liable for any damage above cab height – you are fully responsible for damage caused by failure to assess the height of the van and striking overhead or overhanging objects, including trees and hedges. You will indemnify us against any liability, caused by damage to overhead or overhanging objects and subsequent damage to third parties and their property. You will also be responsible for any damage to third parties and their property that arises through your negligence; for example and without limitation: damage caused through loaded luggage and cycles.

You must use the van and its contents responsibly and comply with our instructions and Health and Safety Guidelines. Where no instructions or advice or guidelines are given you must assume that 'normal' and 'common sense' rules apply.

## Breaches of these Terms and Conditions

**If you commit a breach of these Terms and Conditions or our Health and Safety Guidelines, we will have the right to terminate your booking without notification, and if you are already in the van, we may require you to return or vacate immediately.** We may also remotely immobilise the van in circumstances deemed necessary by us. In the event of you committing a breach of these Terms and Conditions no refund of the fees you have paid will be returnable to you. You will also be liable for any costs incurred in returning the van to our workshop. Breaches in our Terms & Conditions or Health and Safety Guidelines may invalidate your insurance and you will be liable for all losses however sustained including claims by third parties.

## Tracking Equipment

The vans are fitted with a real time tracking device. This may be used by us at our discretion to assist in locating you should you require our assistance, or assistance in any vehicle recovery situation. Please note that our campers are only for hire within the boundaries of Scotland. Should you drive out-with those boundaries Deeside Classic Campers Ltd will be notified. This therefore breaches your contract of hire and insurance. Similarly, Deeside Classic Campers Ltd are also automatically notified if the campers exceed the speed limit of 50 miles per hour. This speed limit is in place to preserve the mechanics of the campers. **Please read in conjunction with "Engine Care" sub-heading.**

## Our Liability to You

We will only be liable for any loss or damage suffered by you or any member of your party or to your or their property, where such loss or damage is due to our negligence. Where you are a customer acting in the course of a business, this paragraph shall apply instead of the one above. (You will have obtained our permission and that of our insurance company to use the van for business purposes). We do not accept liability to customers acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, or other similar losses, for any reason whatsoever.

To the extent permitted by law and except in the case of personal injury or death resulting from our negligence, the maximum limit of our liability to business customers, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be the price agreed to be paid by you for the right to use the van for the period agreed.

## Whole Agreement

These Terms and Conditions override and supersede all previous versions and any previous course of dealing between the parties and incorporate the whole Agreement together with any insurance conditions notified to you at the time of hire or collection (and which are available to view at our office). In the event of any inconsistency between these Terms and Conditions and any other of our literature, whether found in our brochure or on our website or otherwise, the provisions of these Terms and Conditions will prevail.

If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

## Personal Data

When you book your campervan, we collect personal information such as your name, email address, home address, telephone number, credit or debit card number, security code and the card's expiry date. This allows us to book the campervan and insurance for you. We will also collect non-transactional data should you enter a competition, request a brochure or take part in a survey, for example. We may use the information that we collect to occasionally notify you about news and information we think you may find valuable. For example, we may send you our latest brochure, supplements, newsletters and special offers. If at any stage you decide that you would rather not receive such information, please contact us by telephone, email or post. We reveal your identity information to our insurance company. We will not sell your information to another company.

## Governing law and jurisdiction

We and you agree that the Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Scotland, England and Wales. We and you irrevocably agree that the Courts of Scotland, England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.

# Health & Safety Guidelines

Below is an outline of our Health and Safety Guidelines. You will be given more detail about health and safety when you collect the van. Our campervan handbooks, which reside in each campervan, also provide details of health and safety guidelines for driving the vans, and using the van facilities, etc. We suggest you read these handbooks after you have received your handover briefing, collected your van and before you set off to your destination as, in addition to the health and safety considerations, they provide useful information about your van and its facilities.

## Premises

When you arrive at our premises to collect your van, please keep your children supervised at all times and if you are required to accompany a member of the staff into the premises, your family members should be left in our office. We do not allow unsupervised children into the vehicle workshop. We try to ensure your van can be parked outside, next to your car where possible when you arrive, to facilitate meeting your van and loading your luggage.

## General Safety

Please take all precautions to protect your own health and safety and that of anyone else in the campervan or awning, including the health and safety of persons not in your party that may be affected by your conduct and actions. Do not leave your children unattended in the campervan or awning at any time. Ensure a responsible adult is in the vehicle at all times when the appliances are being used. Ensure you are aware of the location of safety equipment such as the fire blanket (in the buddy seat/under front seat of Murdo VW), warning triangle (under or behind the passenger's seat), first aid kit (under rock and roll bed), smoke and carbon monoxide alarms on the ceiling and fire extinguisher (on its stand). When cooking using the hob make sure that the sliding window nearest to the cooker is open.

## Fire, accidents, breakdown, etc

See our campervan handbook, provided in the van. You will also be given verbal instructions when you collect the van. It is imperative that you and your party are familiar with these instructions.

## Health and Safety at Campsites

When you arrive at each Campsite, ensure you familiarise yourself, and all members of your party, with the health and safety arrangements applicable on the site. It is imperative you are aware of the following:

- Fire – to include assembly point, systems for raising the alarm, etc.
- First Aid – location of the site first aid box, location details of the site first aiders, etc
- Accident Reporting for both major and minor injuries.

## Seat Belts

You must carry only as many passengers as there are seat belts in the van and ensure all passengers are strapped into the seatbelts when the vehicle is moving. You are legally responsible for obtaining and using an appropriate child or baby seat based on the information you obtained prior to arrival.

## Roof

Please remember to strap the roof down before driving anywhere. **Please only raise the elevating roof when the vehicle is stationary** – the ignition is switched off, the hand brake is on and you are parked on level ground. **ALWAYS ensure the elevating roof is down and strapped into place before moving off** and that any material is tucked within the elevating roof when in the closed position.

## Roof Rack

If you are using the roof rack, we cannot accept responsibility for any injury to yourself or anyone else, or loss or damage to your own or anyone else's property. If you do decide to put something on the roof rack, it is your responsibility to secure it well and to take the objects on and off, being mindful of the risks involved in lifting large or/and heavy items and items falling onto persons below.



## Use of Appliances and Equipment

Ensure you read the instructions for the use of the appliances and facilities in the campervan before using any of them. You will have been told how to use these when you collected the van. The instructions are to be found in this handbook. Please exercise caution at all times when using the appliances and facilities.

With regard to the **glass covers** fitted to the sink and the stove, **please ensure that these are closed prior to driving the campervan**. Also please ensure that the **stove is cool prior to closing the glass cover. DO NOT PUT ANYTHING HOT on the glass, as the glass may SHATTER!**

Ensure that the gas is turned off at the gas cylinder at all times when the cooker, grill (where available), fridge and heater (where available) are not in use. Please ensure all the appliances are switched off and the gas is turned off at the cylinder before retiring at night and before driving. **To turn the gas off at the cylinder, turn the black knob on the regulator clockwise as per the demonstration at the handover.** Turning this black knob anti clockwise turns the gas on. Only use the appliances and facilities whilst the vehicle is parked on level ground, with the handbrake on. You may operate the fridge whilst the vehicle is moving as long it is only using the battery as its power source and not the camping gas or the mains hook up. Never ever have the fridge, or the cooker operating with gas when you are driving. Before starting to drive the van, always ensure the electrical supply is disconnected.

## Stowage of the Table Top

Please **always ensure the table top is carefully stowed** and held in place to ensure it remains safely secure should you need to brake unexpectedly.

## Use of a disposable BBQ

Do not use any disposable BBQ in the campervan or awning and keep it at a distance of at least 3 metres from the awning and van when used. Please seek permission before using a disposable BBQ on someone's land, be it a campsite or a farm.

## Water

Please note that the water in your campervan is not drinking water.

## Towing

Although your campervan may have a tow bar, towing with the campervan is prohibited. The tow bar is only for use by us to fit a bike rack. Any towing will invalidate your insurance.

## Driving

Whilst our campervans have been improved, please remember that you are driving something that was designed in the 60s and built in the 70s. Please bear this in mind and relax into a different pace of life. The camper is in charge! The top engine speed for these vans was advertised at 50 mph!!! Please allow ample time for all your journeys. As your vehicle does not have ABS, please leave lots of space, be vigilant on the road and allow more time for braking and gear changing. The van does not have the capability to accelerate out of any situation, so again, drive carefully and remain extra vigilant, being aware that this is a totally different driving experience and you are on holiday!

It will take you at least 10 miles of driving to become used to the level of steering input required to operate the camper confidently. We recommend that you drive no faster than 40 mph until you are used to the steering, brakes, and gear change. Make all gear changes SLOWLY. If in doubt, drive at a speed at which you are comfortable. You will however, adapt quickly to the characteristics of the van.

Please do not drive or operate anything in the vehicle when you are under the influence of drink or drugs or any medication that may cause drowsiness. Do not operate any mobile device such as a mobile telephone whilst driving the van.

## Finally

We ask that you exercise caution at all times in the use of the campervan and its equipment, following instructions (given verbally on collection and provided in your campervan handbook) where appropriate. Please do not hesitate to contact us (**Claire on 01330 850555 or 0779 035 6660/07876 351 340**) if you are unsure about how to operate anything. Deeside Classic Campers Ltd cannot be held responsible for any customer negligence where instructions have not been followed, or where unauthorised equipment has been used.

**Please sign below to indicate you have read, understood and agree to the Terms & Conditions and Health and Safety Guidelines.**

Signed.....

Print..... Date .....

Signed.....

Print..... Date .....

