

TERMS & CONDITIONS OF Be Happy Campers

Terms and Conditions of Hire

1. Rental Contract.

Your rental contract is with Be Happy Campers. The hire agreement forms part of these terms and conditions. These terms and conditions are subject to change and the latest terms will be available on the bookings page of our website at:

Rental Terms and Conditions

2. Under no circumstances shall our liability to you exceed the amount paid to us for the rental of the campervan. This contract shall be governed by Scottish law in every particular including formation and interpretation and shall be deemed to have been made in Scotland regardless of the location of the hirer or where the campervan is driven to. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in Scotland.

2. Drivers & Insurance.

Our tariff includes insurance for one driver. Extra drivers can be added for an additional fee, please contact us for details. Our insurer's standard conditions require that:

- a. All drivers to be between 25 and 75 years old and have held a full EU drivers licence for at least 2 years. Drivers with other licences may be covered subject to insurer's agreement.
- b. License Class Category C1 (or greater, i.e. Category C, Category D etc) is required. More information is available here: <https://www.gov.uk/driving-licence-categories>
- c. All drivers must be present at time of rental and present the laminated photo card parts of their driving licences on collection of the vehicle. **The relevant code from the DVLA website must be sent in advance to validate the drivers license(s).**
- d. 2 Proofs of address must be provided for all drivers and be within the last 6 months.
- e. Any driving endorsements or history of accidents/claims in the last 5 years must be specified at the time of booking.
- f. All licence endorsements must be notified at time of booking so that we can check our insurers will cover you. Any incurred between booking and the commencement of hire must be notified immediately as this may affect your permission to drive. Any complications with licenses or endorsements not notified to us will render the insurance void, the vehicle will not be hired to you and the hire charge will not be refunded.
- g. You are responsible for bringing to the attention of Be Happy Campers any material fact that you believe may affect this contract.
- h. The vehicle must be driven in a careful and safe manner.
- i. Where seat belts are fitted they must be used.
- j. Extreme care must be taken when using cooking and heating equipment to prevent fire or heat damage.
- k. Damage to tyres, windows or internal equipment are not insured and will be charged to the hirer.
- l. The policy excess is £500 and is the responsibility of the hirer. Your liability is not limited by the £500.00 security excess. This is purely to cover the insurance excess. Should any damage arise that is your fault and the insurance does not cover this, you will be liable for the full cost of the repair. (For example, should you decide to extend the canopy on the vehicle and the canopy / vehicle is subsequently damaged

by wind or other, this is your responsibility for deciding to use the canopy in the first place). It is your responsibility to ensure that the van and its accessories are used within their safe and intended environments.

m. In the event of an accident take details of any persons and vehicles involved. Do not admit any liability. Contact us as soon as possible. Complete a report form on return to us.

n. The vehicle must only be used within the law and may only be driven by drivers named on the hire agreement or otherwise confirmed by us. **Any fines or fixed penalties incurred are the responsibility of the hirer and the details of the hirer will be passed to the police or other legal authority if requested.**

Failure to comply with the above means that you cannot drive the vehicle and the cost of the rental will be forfeit. The hirer must not permit anyone to drive our campervans who has not signed this hire agreement regardless of any other third party insurance they may have.

The excess on the insurance policy is £500.00, regardless of claim. As noted above, the £500.00 is to cover the insurance excess and depending on the damage does not limit your liability to £500.00

It will greatly speed up the departure process if you can email copies of your license and copies of the documents mentioned above in before your hire commences. The original of the driving license however must be seen on the day of rental.

3. Booking, Deposit & Security Deposit.

Deposit: A non-returnable deposit of 20% is payable on booking.

Balance: The balance of the hire charge must be paid on arrival.

Security Deposit: A security deposit of £500 is due before the rental commences. This will be returned to you within rental finishing subject to the campervan not being returned with any damage as a result of the rental.

Payment details will be emailed to you upon booking and an invoice generated.

4. Mileage Limit.

There is no mileage limit.

5. Gas Usage.

Depending on the length of your hire and the van you hire, you will likely use bottled Gas for heating, fridge, hot water etc. We try to just cover our costs on gas bottles and therefore will charge £11.50 per quarter bottle used (Large bottles), £11.50 per half bottle used (small bottles). We will record the level of Gas on your pick up and again on return. This will then simply be deducted from the security deposit. In our experience, a quarter bottle of gas lasts a typical weekend.

If you need to purchase a gas bottle, please keep the receipt and we will refund you for the cost of the gas bottle, less any gas used

6. Generator Usage.

If hired, the generator must be padlocked to the vehicle when in use. The generator is supplied with a full tank of petrol and a spare petrol can. Please return both full. A refuelling charge will be made for the generator and for the petrol can if returned less than full.

7. Availability.

If, due to unforeseen circumstances such as an accident, the camper of your choice becomes unavailable, we will endeavour to provide a suitable substitute for you. If a substitute is unavailable or unsuitable, we will endeavour to hire an equivalent from another campervan company. If it is not possible to substitute your chosen van with any of the above alternatives, we will make a full refund at the earliest opportunity. Our liability to you will extend to a maximum of a full refund of the hire charges and security deposit paid by you up to that point. We will not be able to compensate you for any other costs incurred but will offer a future hire at a discounted rate as apology for your inconvenience. You may be able to claim for any other expenses on your travel insurance and we therefore highly recommend that you have adequate travel insurance.

8. Cancellation Policy.

In the unfortunate event that you have to cancel your booking the following charges will apply:

- a. More than 6 weeks prior to commencement of the hire – loss of deposit only.
- b. Between 6 weeks and 3 weeks prior to the commencement of the hire – loss of 50% of the total hire charge.
- c. Less than 21 days prior to the commencement of the hire – loss of the entire hire charge.

In all cases we will do our best to rehire the vehicle and if successful we will refund all payments except the deposit. We strongly advise that you take out appropriate travel/holiday insurance to cover any cancellation.

9. Collection.

Your camper van can normally be collected from midday on the hire start day. Earlier/later collection may be possible depending on other hires – please ask. Please allow up to an hour on arrival so that we can show you how everything works on your particular van. If you haven't driven one of these vans before don't worry, we can give you a short accompanied familiarisation drive and make sure you're happy before you start your holiday. As stated in the "drivers" section above please ensure you present the plastic part of your driving licence and proof of address as we need to copy these for our insurer. Your vehicle will be ready in a clean and roadworthy state, with a full tank. Any minor scratches or other defects will be recorded on the vehicle condition form and should be agreed by you. You are welcome to leave your own car with us in our secure parking or garage nearby but we regret this must be at your own risk. Only vehicle keys will be retained, please remove all house keys from the key ring. We can also offer collection from airports or local areas at an additional cost.

10. Return.

We do ask that you try and return the van in the condition you received it. We may need to turn it around quickly for the next hirer. The van should also be returned with the same amount of fuel that you received her with. Any defects or damage must be reported to us. The vehicle must be returned **between 10 and 11am** on the final day of hire unless otherwise arranged. Please respect the next person hiring the camper and allow us sufficient time to service the van between hires by adhering to these times. It may be possible to arrange different collection and return times by prior agreement. Please ask. An excessive cleaning charge of £50.00 will apply if the vehicle is returned in a very dirty way.

11. **Security/damage deposit.**

At the time of collection a security/damage deposit of £500 must have been received in cleared funds (see section 4 above). This will be returned to you in full after the rental provided the camper is returned on time, undamaged, same amount of fuel it went out with, with a complete inventory and with a satisfactory clean interior and equipment. – Otherwise deductions will be

- a. A cleaning charge of £50 will be deducted if the interior of the camper and its equipment (including cooker and utensils) are not reasonably clean on return.
- b. A late return charge of £100 per day or part thereof will be levied in addition to compensation for the next hire customer should the start of their rental period be delayed.
- c. We are happy to post back any items left in our campervans. A minimum charge of £5 is made for any parcels posted.
- d. Please note that our insurance does not cover damage to tyres or the vehicle windows or theft of equipment or personal effects from the vehicle and these costs are the responsibility of the hirer.
- e. The insurance excess of £500 must be met by the hirer in the event of any claim.
- f. Any shortfall in Diesel or petrol on return will be charged at the cost of refuelling plus £30.00 refuelling charge. This will be deducted from the security deposit. We will send you a receipt should you wish.
- g. Should you put the wrong fuel type into the vehicle you will be responsible for any subsequent damage.
- i. The Hymers are diesel vehicles
- ii. The VW's are petrol unleaded.

12.. **Breakdown.**

Full breakdown assistance is provided as part of the hire and you will be advised on hire of the camper. Please only use this if absolutely necessary as we may be charged for every call out. Please contact us for advice if any problem cannot be rectified right away. Please also call us before agreeing for the van to be recovered ANYWHERE but BACK TO US, as RAC allow one recovery per incident and any others are charged for. We will refund the rental cost of any day's hire lost though breakdown provided the vehicle has been driven and cared for properly as above.

- 1) Our liability as a result of breakdown shall be the cost of the days hires lost
- 2) Should the van breakdown in France on a Toll Road, **the breakdown cover will not apply**. This is standard and not unique to your hire. You should find an emergency telephone and contact the emergency services / police and they will arrange for the vehicle to be towed. Please refer to the Breakdown terms in your rental pack for further details

13. **Other conditions.**

- a. Please respect that all our vehicles are fully no smoking including outside under the canopy.
- b. Please ensure adequate ventilation when using cooking or heating equipment both for your safety and to preserve the condition of the camper interiors.
- c. Please ensure that only the allowed number of people sleep in the vehicles

14. **Data Protection**

Any personal information you give to us will be kept confidential and will only be used by ourselves and our insurers in connection with your hire of a camper. If you submit any stories or pictures sent to us for inclusion on our blog section of our website, you grant us permission to use such stories and pictures freely on our website and any other publications.

15. **Variation**

Be Happy campers reserve the right to vary tariffs, conditions and specifications at any time prior to confirmation of acceptance of any booking. Please keep this copy of our Terms for your reference and return the booking form.