



Please read Terms and Conditions before hiring and before signing our booking form. We will be pleased to clarify in writing any point on which you may have a query.

## **TAY CAMPERS HIRE AGREEMENT AND TERMS & CONDITIONS OF HIRE**

### **The Hirer/Drivers**

The insured vehicle shall be driven only by the Hirer or other permitted driver who has completed and signed the Hirers' Agreement Form immediately prior to any hiring. Additional drivers may be added to the Insurance Policy at an additional cost of £10 per day limited to £30 in total per driver.

- 1) The Insured Vehicle shall not be let out on hire to or be driven by: -
  - a) Hirers under 23 or over 75 years of age unless otherwise agreed by the Insurer.
  - b) Hirers who haven't held a full valid driving licence for 2 years.
  - c) Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving licence endorsed or suspended or more than two convictions with a maximum of three penalty points per conviction.
  - d) Any driver or hirer been convicted of a health and safety breach in the last five years.
  - e) Any driver or hirer been convicted of or charged but not yet convicted of any non-motoring criminal offence.
  - f) Any driver or hirer been declared bankrupt, insolvent, entered into an IVA or been director of a company or organisation that has gone into liquidation, administration or receivership.
  - g) Any driver or hirer who has been refused or declined insurance or had insurance cancelled or special terms imposed.
2. Cover does not apply to the following which is payable by the hirer:
  - a) Alternative transport other than getting the driver and passengers to a safe location.
  - b) Keys left in vehicle.
  - c) Incorrect fuel used
  - d) Driving off a public road
  - e) Driving outside the UK
  - f) Tyres burst or cut

- g) Damage caused by negligence. For example but not limited to; driving with the pop top roof up or incorrectly stowed, standing on an armrest to gain access to the upper bed, damage to a blind or curtain, allowing a pet to chew or claw or in any other way cause damage.

## **Hire Charges & Payment Terms**

Vehicle Hire Charge means the hire charge including Vehicle Insurance (excluding insurance surcharges) and any Optional Extras for the purpose of the hire of a vehicle for the duration of the hire period. The Vehicle Hire Charge does not include: Insurance Surcharges (if applicable) or Security Deposit.

A deposit payment of 20% of the value of the booking (unless otherwise stated) is payable at the time of making the booking.

The Final payment is the balance due plus the cost of any Optional Extras and is payable no later than 28 days prior to commencement of hire.

The Security Deposit of £750.00 must also be paid prior to the hire commencement.

Insurance cover cannot be provided unless the Final Payment is made. The owner reserves the right to cancel hire booking if the Final Payment is not received prior to hire commencement. In these circumstances the Vehicle Hire Charge may be forfeited.

Optional Extras include but are not limited to Bedding Packs, Bike Rack, Toilet and Allowing Pets (not in Land Rover Defender vehicles). All Optional Extras must be paid in full prior to the hire commencement.

## **Documentation**

The hirer shall be required to provide Tay Campers proof of their eligibility to drive the hire vehicle (a full driving licence) on booking the vehicle (copy of photo card). The licence must be free of endorsements except for minor speeding offences (SP30/40/60) with no previous disqualifications.

The hirer must also provide two proofs of permanent address (i.e. Utility bill, credit card statement, bank statement) at time of collection of the vehicle. Drivers incurring fines during their hire (i.e. parking/speeding offences/congestion charges) shall be personally liable, and an additional administration fee of £25 may be charged.

Tay Campers reserves the right to cancel the hire if, at the commencement of hire, the Drivers' licences are invalid or not according to the required conditions or if insurance is declined for any reason. For UK drivers, a DVLA code is required prior to rental

## **Insurance**

The Insurance cover provided is Fully Comprehensive. The rate includes a standard excess of £750; in the event of any accident or damage the hirer will be liable for the first £750. The hirer is liable for replacement of damaged tyres, clutch, gearbox or engine. Personal effects are not insured through this cover. It is the responsibility of the hirer to provide their own insurance to cover personal items; we would recommend travel/holiday insurance is purchased from a reputable company.

Late return of the vehicle will invalidate the hirer's insurance and will be an offence under the Road Traffic Act.

Incidents must be reported to Tay Campers within 24 hours.

In the event of break in or theft of the vehicle, the insurance excess is £750 and is not reduced by CDW. Hirer will be liable for associated administrative fees, plus loss of revenue at the prevailing daily hire rate (max 5 days), transfer to warranty approved repairing garage and storage fees.

If Vehicle is stolen, it should be reported to the Owner and to the Police immediately and a crime reference number should be obtained and provided to Owner.

### **Security Deposit**

On signing the Tay Campers Hire Agreement you agree to either;

1) pay a £750 security deposit prior to hire which will need to be cleared funds by bank transfer by the hirer.

OR

2) the hirer to provide their own Credit Card details for pre-authorisation.

If the vehicle is returned at the agreed time, without damage to the vehicle or its contents, clean and with full tank of fuel, the security deposit will be refunded in full. If the vehicle is subject to damage whilst in the care of the Hirer including interior damage, theft of radio, vandalism, the Hirer will be liable for the costs of all repairs or replacements. If any uninsured cost of repair exceeds the security deposit, the balance of repairs shall be passed on to The Hirer.

The vehicle (interior & exterior) must be returned clean and ready for the next user. If additional excessive cleaning is required, charges will be made to the Hirer at a rate of £80. Late return of vehicles (unless by prior agreement) will automatically render the Hirer liable for an additional charge of £50 for each hour late or part of. If a vehicle is returned late and is due out on hire, the hirer will be liable for any costs associated with this. If a vehicle is returned without a full tank of diesel, The Hirer will be charged for each litre of fuel at a rate of £1.75 per litre. The Hirer is responsible for the care, security and condition of the campervans throughout the hire period.

## **Collision Damage Waiver (CDW)**

Collision Damage Waiver Insurance may be available from a reputable insurer at your own cost and arrangement.

## **Travel Outside Scotland and The Lake District**

Prior notification of your intention to travel outside of the above areas, with written permission, is required to be obtained from Tay Campers. Trackers may be fitted to our vehicles and your journey may be tracked.

All vehicles have full Breakdown Cover provided by the manufacturer and the appropriate level of fully comprehensive insurance.

## **Proper Care of the Vehicle**

The Hirer is responsible for the care and security of the vehicle for the duration of the Rental Period and agrees to return the Vehicle to Tay Campers in same condition received, ordinary wear and tear excepted, on the date specified. The Hirer will be liable for additional costs and charges if due care has not been taken.

This includes:

A charge of up to £80.00 for a valet if the vehicle is not returned in an acceptable state of cleanliness.

The full cost of making good any damage to the vehicle caused deliberately, by improper use or by an act of negligence.

## **During the Hire Period**

If you need help or advice on any issue please contact Tay Campers.

Vehicle operation: Should you experience any difficulties with the operation of the motor home during the Rental Period, please contact Tay Campers immediately as indicated on your Reservation Confirmation to enable us to offer assistance.

## **Breakdown, Accidents & Incidents**

Tay Campers will hand over the vehicle in good mechanical condition. In the event of a mechanical breakdown, breakdown cover is provided for all our vehicles. Manufacturers' breakdown cover is detailed in the glove box or on the manufacturers' website. If mechanical breakdown results in a shortened holiday, Tay Campers will refund each complete day of non-use. Tay Campers shall not be held liable for any losses incurred e.g. missed ferry crossings, booked accommodation/activities, replacement vehicle costs or any other consequential loss claims arising from campervan breakdown or accident.

Road Traffic accidents and theft must be reported to the nearest Police Station and Tay Campers immediately and where necessary an accident report form completed. In the event of theft a Police Incident number must be obtained.

Incidents caused through negligence; wrong fuel, loss of keys or overhead damage will automatically be charged to the Hirer. The Hirer is liable as the bailee of the vehicle in respect of any fixed penalty offence committed in respect of that Vehicle under the Road Traffic Act 1988 and Road Traffic Offenders Act 1988; any excess parking charge which may be incurred in respect of that Vehicle in pursuance of an Order under Sections 45 and 46 of the Road Traffic Regulation Act 1984 or the Road Traffic Act 1991 during the period of hire. All parking, road-traffic or other legal violations may be subject to a minimum £25.00 administration fee.

### **Fuel, Oil and Gas**

The vehicles use Diesel fuel. Vehicles are hired out and are to be returned with a full tank. (See Security Deposit)

The Hirer is responsible for checking oil & water fluid levels during hire time; top up as required using the correct fluids.

One bottle or can of cooking gas will be provided to the Hirer.

### **Smoking Policy**

Tay Campers operates a strict NO SMOKING policy in all our vehicles. This includes smoking immediately outside the doors or windows.

### **Pet Policy**

The Hirer may be allowed to take pet dogs (excluding in Land Rover Defender models) subject to an additional charge. The Hirer acknowledges and agrees that any damage, repair costs or extra valeting costs incurred from a pet being in the vehicle must be paid in full by the Hirer.

### **Collection & Returns**

Hires start and finish at the collection point unless otherwise agreed in writing.

No refund is given for the early return of the vehicle.

Should the late return of the vehicle make Owner liable for extra costs (e.g. compensation for the next hirer), we reserve the right to pass on these costs to the Hirer.

Please allow up to 60 minutes for both collections and returns. The Hirer is advised to check the vehicle against the damage report form thoroughly before leaving immediately following handover and inform Tay Campers or their representative prior to driving away. The breakdown or malfunction of

equipment after the vehicle has left the premises will not be accepted as reason to abort or cancel the Tay Campers Rental Agreement; any such fault will be rectified as soon as possible.

Vehicles must be returned at 11.00am and collected between 2 and 6pm.unless previously arranged & agreed. Failure to comply with these times will result in the Hirer being surcharged at the rate of £50 per hour or part of, together with any additional costs incurred by Tay Campers (e.g. compensation to the next Hirer). No refund is given for an early return of the vehicle.

### **Payment of Hire Charges & Optional Extras**

We currently accept BACS payments and credit/debit cards for all hire charges; payments to be made payable to I & S Hitchins at Santander Bank with Sort Code 090128 and account number 23320010. Full hire charges to have been paid 28 days before the hire begins.

### **Cancellation Policy**

Cancellations must be made in writing (by ernal) and are charged at the following rates:

- . More than 6 weeks before: £200 (Non-refundable booking deposit)
- . 6 weeks – 2 weeks: 50% of total hire charge
- . 2 weeks- No Show: 100% of total hire charge

If a £750 Security Deposit has been paid it will be refunded in full provided no other sums are unpaid by way of deposit or otherwise.

The Company reserves the right to cancel the hire if at the commencement of the hire the drivers' license is invalid or not in accordance with the conditions set out above. In these circumstances the total hire charge will be forfeited.

Tay Campers reserves the right to refuse hire to any person without explanation or prior warning.

### **Use of vehicle statement**

The Hirer agrees that during the rental period he/she will not and will not allow the vehicle to be:

- a) Driven otherwise than in a cautious, prudent and normal manner.
- b) Used in a manner that could cause damage to it or the vehicles' hired contents.
- c) Driven in a prohibited area.

- d) Driven by a person under the influence of alcohol or drugs.
- e) Left with the ignition key in the vehicle while it is unoccupied.
- f) Driven by persons not named in The Hire agreement.
- g) Driven by persons not authorised by Law to drive the vehicle.
- h) Damaged by submersion in water.
- i) Damaged by contact with salt water.
- j) Used for any illegal purpose.
- k) Used for racing, rally or contest.
- l) Used to tow any vehicle or trailer.
- m) Used to carry passengers or property for hire and reward.
- n) Used to carry more persons than lawfully permitted.
- o) Used to carry volatile liquids, gases, explosives or other corrosive or inflammable materials.
- p) Otherwise used in breach of obligations under this agreement.