



# Terms and Conditions of Hire

## 1. The Rental Agreement

Happy Campers (Ellon) Ltd (Company Number SC719481) of Arthraath Farmhouse, Arthraath, Ellon, AB41 8YN and the person signing the booking form.

In entering into this rental agreement, you accept these terms and conditions and confirm that you will comply with them. The rights and obligations contained in these terms and conditions govern your use of our vans and are not transferable by you. You acknowledge that the vans are owned by us and that any attempted transfer or sub-letting of the vans by anyone other than us is prohibited and a criminal offence. We permit you to use the vans on the terms of this rental agreement only.

Except where otherwise stated the following words have the following meanings in this agreement:

**“The Campervan”** – This means our Volkswagen Transporter T28 2.0 TDI Trendline (Reg YD67 MVH) hired to you under this agreement and as specified to you by us including all tyres, tools, accessories and equipment.

**“The Motorhome”** - This means our Fiat Ducato Escape Swift 696 Motorhome (Reg YX11 ENM) hired to you under this agreement as 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 hire agreement form.

**“Booking deposit”** – a non-refundable sum of £150 paid at the time of booking.

**“Security deposit”** – A sum of £525 as detailed below paid by cash, debit or credit card.

**“We / us”** – Happy Campers (Ellon) Ltd.

## 2. Booking

To book our vans, please complete the booking form. The booking form stipulates that you have read and agreed to the terms and conditions so please read these carefully.

The booking form must be returned with:



- A copy of the nominated driver's driving licence front and back (please note the address and ID must be up to date)
- Two forms of proof of address (please note household bills and bank statements must be less than three months old and the address must match the one on the driver's licence)
- A DVLA code that allows us to check the nominated driver's licence

While the standard insurance cost is covered by us, we incur additional charges if the driver to be insured has motoring offences or convictions, is using a foreign driver's licence, works in what our insurers consider to be a high-risk occupation, has criminal convictions, has any physical or mental conditions which may inhibit driving, or has had an accident in the previous three years.

These additional charges are passed to you and agreed at the time of booking.

The contract takes effect once payment of a non-refundable booking deposit £150 has been paid by credit/debit card. If your booking is within 42 days (six weeks) of the booking date, full payment will be required.

The balance of the hire charge (full charge less the deposit) must be settled 42 days (six weeks) before the start of the agreed rental period.

A condition of the booking, as stipulated by the insurers, is that a traceable payment must have been made by the nominated driver.

A security deposit of £525 is payable by a via credit/debit card or via bank transfer on or before collection of the Campervan|Motorhome. Unfortunately, we cannot accept cash for the deposit.

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 should you change, cancel or seek to vary the agreement after departure. We take no responsibility for any detention, delay, loss or damage that you might experience unless caused by our negligence.

We reserve the right to take back the Campervan|Motorhome 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 and parked in a safe place when not in use. You must use seat belts, child seats and other child restraints as appropriate and required by law.

### **3. Cancellation**

In the event of a cancellation the following applies:



- More than six weeks before the start date – loss of booking deposit
- Between two – four weeks before the start date of hire – 50% of total hire charge
- Two weeks or less or in the event of a no show – 100% of total hire charge

All cancellations must be submitted in writing to [info@happy-campers.co.uk](mailto:info@happy-campers.co.uk). If you are unable to hire your vehicle for any reason, we are under no obligation to transfer your booking to another date or refund you money other than as specified above however we will try our best to reschedule for a later date. For this reason, we strongly recommend you take out a travel insurance policy that would cover such eventualities.

#### **4. Security deposit**

The security deposit is to cover the possibility of loss or damage to our Campervan|Motorhome.

These funds will only be kept in the event of the Campervan|Motorhome is not being returned in the same condition that it was rented in. In the event the conditions are not acceptable, the following charges will apply.

##### **Campervan (Tilly)**

Issue	Cost
Fridge / Cupboards not emptied	£25.00
External of Campervan dirty (extensive)	£25.00
Unclean Habitation Area	£50.00
Unclean Pop-up Roof Habitation Area	£50.00
Dog Hair   Dog Damage	£150.00
Smoking in the Campervan	£300.00

##### **Motorhome (Marco)**

Issue	Cost
Fridge / Cupboards not emptied	£25.00
External of Motorhome dirty (extensive)	£50.00
Unclean Living Area	£50.00
Unclean Bedding Areas	£50.00
Unclean Kitchen Areas (Including Oven)	£50.00
Evidence of Pets in the Motorhome	£150.00



Toilet Cassette not being emptied	£150.00
Smoking in the Motorhome	£300.00

Any damages / breakages found during the vehicle return inspection will be charged accordingly with an administration fee of £25. Where charges are incurred which result in any or all of your security deposit being debited, we will provide you with an itemised invoice detailing the charges incurred by you.

Your signature on the booking form gives us permission to deduct the charges from your deposit. If we are not holding your card information, then you agree you to pay all charges upon presentation of the invoice.

Where the security deposit is insufficient to cover the costs, you agree to pay any additional amounts due on the itemised invoice within 7 days.

## **5. Insurance**

Our Campervan|Motorhome comes with comprehensive insurance for nominated drivers only.

The interior equipment and other items as specified on the website are not covered by the insurance and any damage or breakages will be charged to you on a like for like basis.

You must provide true and complete information for our insurers as requested at the time of booking. This is to ensure that the insurance company can confirm they are willing to insure your chosen driver. Failure to provide this information within the time specified may result in us being unable to proceed with your booking.

Please note that any driving endorsements received after the booking is made must be declared to ensure the insurance remains valid. Any additional charges will be passed to you.

Should you fail to provide the required information your booking is consequently, our policy on cancellation fees as set out above applies.

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 Campervan|Motorhome.

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 Campervan|Motorhome as long as you are using the van within the terms and conditions, which cover those of our insurance company.



If any third party suffers death, personal injury or damage to property caused by use of the Campervan|Motorhome which involves a breach by the authorised driver of any of the terms and conditions of this agreement, you agree to reimburse us if we are obliged to compensate

- The insurers for any payment they make to a third party on your behalf and/or
- Any third party.

Please note that you must not:

- Carry more passengers than the seat belt capacity of the van
- Use the Campervan|Motorhome to carry passengers or goods for hire or reward or any other form of profit or remuneration
- Tow or push any vehicle, trailer or other object
- 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 Campervan|Motorhome for any illegal purpose, or carry any object or any substance which is illegal or, because of its condition or smell may harm the Campervan|Motorhome and/or delay our ability to rent the Campervan|Motorhome again
- Damage the Campervan|Motorhome by submersion 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 to the Campervan|Motorhome 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 Campervan|Motorhome through a rotary car wash.

## **6. Loss or damage**

You will be liable to us for all 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 was as a result of the keys remaining in the Campervan|Motorhome whilst unoccupied or was caused intentionally or negligently by you or your party.

Your liability may include the cost of 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 Campervan|Motorhome 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.

## **7. Driver's licence, health and history**

Drivers must be over 25 years of age and under 75 years of age, in good health and have held a full UK or EU driving licence for a minimum of two years.

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/unmanaged 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.

Drivers must:

- Not have had their licence suspended for any period within the last three years
- Have not been involved in more than one fault incident within the last three years
- Have no more than two convictions with a maximum of three points per conviction

The Campervan|Motorhome must only be driven by the 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 howsoever sustained including claims by third parties.

You warrant that all information supplied to us in connection with this agreement is true and complete.

On collection of the Campervan|Motorhome 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.

## **8. Collection of Campervan | Motorhome**

When you arrive to collect your Campervan|Motorhome, please ensure you allow at least 30 minutes for us to show you around the Campervan|Motorhome, how to drive the Campervan|Motorhome and how to operate the roof, fridge, sink, water storage, cooker and other accessories such as the awning and or bike rack.

We will also need to complete an inspection to agree the Campervan|Motorhome condition and check the fuel level.

Collection times are anytime between 2pm to 4pm.



The Campervan | Motorhome cannot be collected outside the hours set us above without prior arrangement.

## 9. Return of Campervan | Motorhome

Happy Campers has 24 hrs after the Campervan | Motorhome has returned to fully check over the Campervan | Motorhome for damage.

The Campervan | Motorhome must be returned and handed over between 8am and 10am as shown on the hire agreement form, failure to return at the specified time will incur £50 per hour or part thereof for the three first hours then the balance of the security deposit thereafter, together with any additional costs incurred by Happy Campers (Ellon) Limited.

*You will also be affecting the holiday of the next person to hire your Campervan | Motorhome.*

If at any time we have agreed that you may return the Campervan | Motorhome to a place other than our address, or if we have agreed to collect it, you will remain fully responsible for the Campervan | Motorhome until it is collected by us or our recovery service. You are responsible for any costs incurred in returning the Campervan | Motorhome to our address should you abandon the vehicle.

No refund is given for early return of the vehicle.

On return the Campervan | Motorhome will be given an initial check over to look for any apparent damage or missing articles, a full check versus the itinerary will be carried out during the cleaning process. Any issues will be communicated to you in full.

Please ensure that you have refuelled prior to returning otherwise refuelling will be charged at £1.75 per litre plus £25 admin fee.

Providing there are no issues found when the vehicle has been checked, the security deposit will be released within 2 working days. Once this has been processed, we have no control over the time it will take to appear in your account. If you have not received it within 28 days after your return date, please contact us and we will assist where we can.

## 9. Care of the vehicle

Please take care of our Campervan | Motorhome, treat it as if it's your own. You must take all reasonable and practicable steps to properly and safely maintain the Campervan | Motorhome. This includes regular checks on batteries, engine oil and other gauges, bulbs and tyre pressures, refilling or replacing as necessary.

You agree that the tyres on the Campervan | Motorhome 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 covered by a manufacturer's warranty, in which case we may reimburse you. For any reimbursement you must:

- Return the defective tyre to us for inspection and return
- Produce appropriate receipts
- Accept the decision of the manufacturer as to whether reimbursement is made.

## **10. Health, safety and general usage instructions**

You must follow the health, safety and usage instructions when operating the Campervan|Motorhome and its appliances and using any equipment in the Campervan|Motorhome, awning and or bike rack.

The instructions for using the Campervan|Motorhome and its accessories and facilities including the health and safety guidelines are provided to you upon collection.

## **11. 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 a child or baby seat. For further info, visit <https://www.gov.uk/child-car-seats-the-rules>.

## **12. European travel**

European travel is not permitted. Our van is only insured for use in the UK.

## **14. Camping gas**

Within the Campervan Camping gas is provided, within the Motorhome xxx gas is provided for

Due to Health & Safety requirements we are not permitted to provide space Gas Canisters therefore should you run out of gas then please replace the canisters and you will be reimbursed upon return.

## **15. Smoking**

It is illegal to smoke inside ours Campervan|Motorhome and or awning. You will be liable for any damage caused to the Campervan|Motorhome and awning or it's contents through smoking.

In addition to this £300 of your security deposit will be kept.



## 16. Pets

### Motorhome

We are unfortunately **unable** to accommodate pets in the Motorhome.

An administration charge of £25 plus the £150.00 will be deducted from your security deposit if the Motorhome has any signs that a pet has joined in your adventure!

### Campervan

Pets are welcome you to join your in your adventures in the Campervan however it's your responsibility to ensure the Campervan is returned in the condition you received it (i.e all dog hair is hoovered, removed from the camper and no damage to upholstery).

An administration charge of £25 plus £150.00 will be deducted from your security deposit should the Campervan not be returned in the condition you received it.

## 17. Keys

If keys are lost or damaged, including the key for the roof, 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 always lock the Campervan | Motorhome when not in use.

## 18. Breakdown

RAC breakdown cover is in place and full details are provided on collection of the Campervan | Motorhome.

## 19. Accidents, theft and vandalism

You must, where possible, report any traffic accident involving the Campervan | Motorhome to the police (and us) immediately and report loss, damage or theft involving the Campervan | Motorhome 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 or smart phone, take photos of the scene. Please do not move the vehicles before the police arrive, if keeping them in situ is a safe thing to do.



An accident or theft report form must always be completed and submitted to us when you return the Campervan|Motorhome 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.

## **20. Return of items left in the Campervan|Motorhome**

We will be happy to return your belongings left in the Campervan|Motorhome at an administration charge of £10 plus postage (free if you want to collect in person). This will be deducted from your security deposit or invoiced as necessary.

## **21. Your liabilities**

You are personally liable for all road tolls, fines and legal penalties (e.g., parking tickets and speeding fines) which are incurred during your period of hire. Any charges subsequently notified to us will be immediately communicated to you for payment within their terms.

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. 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 Campervan|Motorhome and its contents responsibly and comply with our instructions. Where no instructions or advice or guidelines are given, you must assume that 'normal' and 'common sense' rules apply.

## **22. Duties of the owner**

At the start of the rental period, we will make available a freshly cleaned, well maintained Campervan|Motorhome containing all the items listed on the inventory.

We will provide, at no cost to you, standard vehicle insurance for your nominated driver subject to checks revealing no adverse results.

Breakdown cover will be included within the rental fee. In the event of a breakdown that cannot be resolved by the breakdown service at the roadside, resulting in the Campervan|Motorhome being towed back to our address, we will refund the cost of the remaining hire days.



Should any minor repairs be needed to the vehicle during your hire period, please make us aware of these. Once agreed, we will reimburse you up to a cost of £100 subject to the production of valid receipts.

If for whatever reason (accident or late return etc) we are unable to fulfil all or part of your booking, we will contact you as soon as possible to let you know. A partial or full refund will be given.

### **23. Changes to Terms and Conditions**

We reserve the right to alter the terms and conditions at any time. We also reserve the right to refuse or cancel a hire to any person without warning or explanation. Additions to, or alterations of the agreement shall be null and void unless agreed upon in writing by all concerned parties.

### **24. Governing Law**

This agreement is covered by the Laws of Scotland. Any dispute may be settled in the courts of that country.

### **25. Data Use**

All customer details held by Happy Campers (Ellon) Ltd will only be used for the purposes of any rentals and shall not be passed to any third party unless it is directly connected to a rental, for example, the police, the insurance company or for the processing of any charge notices that are received by the company.

**[Terms and Conditions last updated on 2<sup>nd</sup> July 2023.](#)**