

West Coast VW Camper Hire Scotland

Terms & Conditions

Governing hire contracts entered into with WEST COAST VW CAMPER HIRE SCOTLAND (the "Owner")

Van Hire Terms and Conditions

1. Hire

1.1 These terms and conditions shall be incorporated into the contract between the Owner and the Hirer (defined as the "Lead Person" in the Rental Agreement), which shall be formed when, having made a booking either via the website or over the phone, the Booking Deposit, or, in the case of a booking taken within six weeks of commencement of hire, the Balance Payment, has been received.

1.2 The Owner shall hire to the Hirer the Vehicle for the Hire Period, at the Rental and as from the Commencement of Hire, in each case as stated in the Booking Form, upon the terms and subject to the conditions hereinafter appearing.

1.3 Prices quoted include:

- Comprehensive insurance, with a £500 excess, for the first driver aged over 25. Option to include additional driver.
- Breakdown Cover
- Full tank of Fuel (Return Full)
- Mains Hook Up
- All cooking equipment, crockery and cutlery
- Camping Gas

2. Commencement of Hire

2.1 The Commencement of Hire (date and time) shall be as stated in the Booking Form and / or the Rental Agreement.

2.2 The Owner will prepare a Vehicle Delivery and Acceptance Form for the Vehicle, which will specify the precise details of the Vehicle, including its condition. At the time of collection of the Vehicle, this form will be signed by the Hirer, which signature shall constitute the Hirer's acceptance of the Vehicle in the condition specified in the Form.

2.3 The Owner will use all reasonable endeavours to have the Vehicle available for collection on the date and at the time specified, but the Owner shall not incur any liability whatsoever in the event of any delay.

2.4 The Vehicle will be collected by the Hirer from the Owner's premises at the Owner's address shown above or from such other address as the Owner and the Hirer agree in writing.

3. Rental

3.1 The Hirer will pay to the Owner in advance:

3.1.1 a non-refundable Booking Deposit of £150

3.1.2 the balance of the Rental cost as stated at the time of booking at least six weeks prior to the date of Commencement of Hire or in the event that the Hirer submits a Booking Request less than six weeks prior to the date of Commencement of Hire, at the time of the Booking Request; and,

3.1.3 a Security Deposit of £500 prior to taking possession of the Vehicle

3.2 Time shall be of the essence in respect of the payment of all sums due hereunder and the Hirer shall be deemed to have repudiated this Hire Agreement if any Rental or other payment shall remain unpaid for more than 14 days after becoming due.

3.3 All payments due hereunder may, at the Owner's discretion, be made by paypal or bank transfer. All payments due hereunder are considered to be made when the Owner receives cleared funds in respect of that payment.

3.4 In the event that the Hirer intimates to the Owner in writing that he wishes to cancel the Contract after he has paid the Booking Deposit but before the date of Commencement of Hire, the Owner shall refund the following amounts to the Hirer, within 7 days, using the same payment method as the Hirer used to pay sums to the Owner. The expenses and costs to the Owner associated with making any refund shall be borne by the Hirer and deducted from the sum to be paid from the Owner to the Hirer:-

3.4.1 if the Hirer intimates his wish to cancel the Contract to the Owner more than 6 weeks before the Commencement of Hire, the Owner shall refund to the Hirer the full amount of any Rental paid by the Hirer, with the exception of the Booking Deposit which is non-refundable;

3.4.2 if the Hirer intimates his wish to cancel the Contract to the Owner between 2 and 6 weeks before the Commencement of Hire, the Owner shall refund to the Hirer 50% of the Rental paid by the Hirer, with the exception of the Booking Deposit which is non-refundable; and

3.4.3 if the Hirer intimates his wish to cancel the Contract to the Owner within the 2 weeks before the Commencement of Hire, neither the non-refundable Booking Deposit nor the balance of the Rental paid by the Hirer to the Owner shall be refunded to the Hirer.

4. Security Deposit

4.1 An amount equal to the amount of the Security Deposit will be returned by the Owner to the Hirer provided that:-

4.1.1 there is no damage to the Vehicle, its furnishings or equipment;

4.1.2 no cleaning costs (other than its normal cleaning costs) are incurred or will require to be incurred by the Owner;

4.1.3 the Vehicle is returned to the Owner with a full tank of fuel;

4.1.4 the Vehicle is returned to the Owner on or before the end of the agreed Hire Period. Late return will incur a charge of £25 per hour until return; and

4.1.5 the Hirer has otherwise complied with these terms and conditions.

4.2 In the event that the conditions set out in condition 4.1 are not met, the Owner will deduct from the Security Deposit an amount equal to the actual or estimated cost to the Owner of returning the Owner to the position it would have been in if the Hirer had complied with the conditions set out in condition 4.1. The Owner shall return an amount equal to the balance of the Security Deposit to the Hirer.

4.3 The return of the Security Deposit to the Hirer (subject to any deduction as provided for in condition 4.2) will be made within 14 days of return of the Vehicle to the Owner or the end of the Hire Period, whichever is the earlier, using the same payment method as the Hirer used to pay the Security Deposit to the Owner with the expenses and costs to the Owner associated with the return of the Security Deposit being borne by the Hirer and deducted from the sum paid by the Owner to the Hirer.

5. Use of Vehicle

5.1 The Hirer may use the Vehicle for the purposes only of normal personal use and may not use the vehicle for any commercial or business purposes, including (for the avoidance of doubt) for the carrying of passengers and/or goods for hire or reward. The Vehicle is not to be used, and the Hirer will not permit it to be used, for any purposes for which it is not expressly designed. Further the Hirer will not use or permit the Vehicle to be used for hire, driving tuition, towing, racing, or pace making, or for competing in any rally or any other form of motor sport, or for any illegal purpose whatsoever.

5.2 The Hirer agrees that he will not and will not permit others to:

5.2.1 without the prior consent of the Owner effect any mechanical or other modification to the Vehicle, make any alterations or additions, fit any towing equipment or other accessories or non-standard tyres, and any such additions alterations or modified parts which may be made (whether with or without consent) shall become part of the Vehicle and shall belong to the Owner;

5.2.2 remove or interfere with any identification marks or plates affixed to the Vehicle nor attempt or purport to do so nor permit the same;

5.2.3 deface the paintwork or bodywork of the Vehicles nor add or erect any painting, sign-writing, lettering, or advertising to or on the Vehicle.

6. Duties of the Owner

6.1 The Owner will provide, at no cost to the Hirer, standard vehicle insurance for either the Hirer and an additional driver, subject to

6.1.1 such checks as the Owner may determine being carried out and revealing no adverse results;

6.1.2 an excess of £500, for which the Hirer shall be liable,

6.1.3 the Hirer being liable for all damage to the tyres or windscreen of the Vehicle incurring loss of £500 deposit to cover excess; and

6.1.4 the individual being insured being between 25 and 75 years of age.

6.2 The Owner will provide, at no cost to the Hirer, standard breakdown cover, details of which will be provided to the Hirer.

6.3 The Owner will reimburse the Hirer for minor repairs, up to a total of £50, which are necessarily required to the Vehicle during the Hire Period, subject to the production by the Hirer of valid receipts for such minor repairs. Approval from Owner must be granted prior to any repair work being undertaken.

6.4 In the event of a breakdown that cannot be resolved by the appointed breakdown service at the roadside, resulting in the Vehicle being towed back to the Owners address and another vehicle not being available, then the Owner will pay the Hirer a refund of a pro-rata portion of the total cost of the hire relating to the number of days of the rental period remaining, within 7 days, using the same payment method as the Hirer used to pay sums to the Owner.

6.5 If for any reason the Vehicle is not available at the time of the Hire (due to mechanical breakdown or for any other reason), the Owner will offer the use of an alternative vehicle, where available. If no alternative vehicle is available, then the hire will be cancelled and the Owner will refund all sums of money paid by the Hirer to the Owner in relation to the hire. If the alternative vehicle is rejected by the Hirer, the Hirer will not receive the aforementioned refund. The Owner cannot be held responsible for any other out of pocket expenses.

6.6 During the period of hire, the Owner may provide a parking area for the Hirer's own vehicle. The Owner does not however accept responsibility for loss of, or damage to, the vehicle or its contents however caused.

7. Duties of the Hirer

The Hirer shall:

7.1 exhibit to the Owner principal valid driving licences (and in respect of individuals resident in a country other than the UK, an international driving licence as well) displaying a photograph of the holder in respect of the Hirer and if applicable the Additional Driver, a DVLA code or National Insurance number and home address (UK residents only) and a further two pieces of identification acceptable to the Owner at their sole discretion containing the name and address of the individual concerned in respect of the Hirer and if applicable the Additional Driver (these must be dated within 60 days of the commencement of the hire and be the same name address as per the driving license, and be in the form of utility bill and bank/credit card statements.);

7.1.1 As of 8th June 2015 the DVLA no longer update or issue the counterpart of the driving licence, instead all information is be held online. It is mandatory that the Owner checks the licence history for every driver, to be notified of any driving offences and to ensure that their licence allows them to drive our vehicle. The driver

must obtain the relevant code from the DVLA website or pass on a note of their National Insurance Number and Home Address to allow us to check their licence history. The code is only valid for 21 days hours so the Hirer must pass on the valid code to the Owner within 21 days of collection of the vehicle. A code can be obtained from <https://www.gov.uk/government/news/hiring-a-vehicle>

Failure to provide a code or National Insurance Number along with Home Address will result in the hire being refused with the loss of 100% of the hire cost.

7.2 ensure that only the Hirer and the Additional Drivers listed in the Rental Agreement drive the Vehicle and that the Hirer and these Additional Drivers operate the Vehicle in a safe and responsible manner, and obey any and all particular vehicle operating instructions provided by the Owner;

7.3 comply, and ensure the Additional Drivers comply, with the provisions of the Owner's insurance policy in respect of the hire of the Vehicle, a copy of which is available on request;

7.4 pay for all fuel and lubricants for the proper running of the Vehicle and ensure that sufficient fuel, oil and screen wash of the recommended types are at all relevant times maintained in the Vehicle.;

7.5 indemnify the Owner against all fines, penalties and liabilities imposed on the Owner or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulation, together with any cost or expense relating thereto incurred by the Owner;

7.6 not take or allow the Vehicle to be taken out of Great Britain without receiving the prior written authority of the Owner and, in the event of that authority being given, only on such terms as the Owner deems fit;

7.7 bear the cost of the repair or rectification of any damage to the Vehicle resulting from negligence or improper use of the Vehicle by the Hirer or any person permitted by the Hirer to use the Vehicle, in addition to any resulting loss of business and any and all out of pocket expenses incurred whilst repair or rectification is undertaken;

7.8 not sell, assign, mortgage, let on hire or otherwise dispose of or part with possession of the Vehicle or any part thereof or assign or otherwise transfer the benefit of the Contract nor attempt or purport to do so;

7.9 use only the fuel type indicated by the Owner when refuelling the Vehicle;

7.10 not overload or permit the overloading of the Vehicle or leave the Vehicle unlocked at any time;

7.11 not drive the Vehicle other than on a sealed / bitumen public road. The Owner reserves the right at any time, as its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause. The vehicle should never be driven onto a beach or area where it could get stuck;

7.12 not permit any animals or birds in vehicle;

7.13 not smoke or permit any other person to smoke in the Vehicle;

7.14 not drive or permit the Vehicle to be driven above 70mph in any circumstances, this being without prejudice to the Hirer's obligation to observe all legal requirements such as speed limits;

7.15 not use or permit the Vehicle to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law, having regard in particular (but without prejudice to the generality of the foregoing) to the regulations affecting maintenance and usage of tyres;

7.16 at the end of the Hire Period return the Vehicle to the Owner's premises at the Owner's address shown above or to such other premises as the Owner and the Hirer agree in writing by the agreed time. Failure of the Hirer to return the vehicle to the agreed premises by the agreed time will result in the Hirer paying the Owner a fee of £100 for the first day, or part thereof, and £100 per day subsequently until the Vehicle is returned;

7.17 Ensure that the Vehicle is returned to the Owner (subject to 7.16) with a full tank of fuel. Failure of the Hirer to return the Vehicle to the Owner with a full tank of fuel will result in a re-fuelling fee of £25 in addition to the fuel cost being deducted from the security deposit.

7.17 have effected and paid for minor necessary repairs, subject to reimbursement by the Owner in accordance with condition 6.3;

7.18 immediately notify the Owner of the occurrence of any event or accident which is a risk covered by the Owner's insurance and shall follow the Owner's instructions to obtain the names and addresses of third parties and any witnesses and report the incident to the nearest police station. The Hirer undertakes to assist the Owner in handling any claim arising from any incident, including providing all relevant information and attending Court to provide evidence;

7.19 shall consent, and shall procure that the individual who applies to be an Additional Driver consents, to the Owner obtaining, processing and holding personal information about him/ her/them; and

7.20 in the event of breakdown immediately notify the Owner on 07824555124 and the breakdown service on the number provided by the Owner quoting the reference given by the Owner.

7.21 have purchased sufficient personal travel insurance to provide cover for personal items; belongings and personal injury in the event of an accident or vehicle break in. The Owner accepts no responsibility for any loss or damage to personal belongings during the rental period. All valuables should be concealed when the vehicle is not occupied.

7.22 not drive the vehicle whilst under the influence of alcohol, drugs or with a blood alcohol level in excess of that permitted by law.

7.23 not leave the ignition key in the vehicle when the vehicle is not occupied.

7.24 ensure that all children under the age of 12 years old are restrained within a suitable child seat as required by law. It is the responsibility of the Hirer to provide and install the relevant baby/child seat for any passengers that require such equipment.

7.25 see booking form for optional extras for the hire period.

8. General liability

8.1 The Hirer shall be solely responsible for and shall hold the Owner fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Owner as a result of any accident involving the Vehicle (other than death or personal injury resulting from the negligence of the Owner, its employees or agents).

8.2 The Owner does not hire the Vehicle subject to any condition or express, implied or statutory warranty in connection with the fitness for purpose or age of the Vehicle and any conditions and warranties are hereby expressly excluded insofar as permitted by statute and (save for the Owner's liability for death or personal injury caused by the negligence of the Owner, its employees or agents) the Owner will not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Vehicle or its use.

8.3 The Hirer will be solely responsible for and shall hold the Owner fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by the Owner as a result of any breach or default on the part of the Hirer in the discharge of its obligations under this Hire Agreement.

9. Ownership

The Vehicle shall at all times remain the property of the Owner and the Hirer shall have no rights to the Vehicle other than as hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of the Owner in respect of the Vehicle are or may be prejudicially affected.

10. Termination

10.1 If the Hirer shall fail to pay any Rental or other sum payable under the Contract (or under any other agreement between the Owner and the Hirer) within 14 days of its becoming due (whether demanded or not) or shall commit a breach of the other terms and conditions whether express or implied of the Contract (or of the terms and conditions of any such agreement as aforesaid) or shall do or allow to be done any act or thing which in the opinion of the Owner may jeopardise the Owner's rights in the Vehicle or any part thereof, then in each and every such case the Owner may thereupon [by notice in writing to the Hirer] for all purposes forthwith terminate the Contract.

10.2 The Hirer shall upon any termination under condition 10.1 above pay to the Owner:

10.2.1 all arrears of Rental then due and all other sums accrued due and unpaid at the date of termination;

10.2.2 the cost of all repairs required as at the date of termination (other than those for which the Owner has assumed responsibility under condition 6.3above);

10.2.3 compensation for the loss suffered by the Owner as a result of such termination, such loss being determined by the Owner having regard to all relevant circumstances; and

10.2.4 any other sums which are or become due to the Owner or to which the Owner is entitled by way of damages The termination of the hire constituted by the contract of which these conditions form part shall not affect any other rights of the Owner or any other liabilities of the Hirer subsisting at the date of termination.

10.3 On termination of the hire howsoever or whenever occasioned or on expiry of the Hire Period, the Hirer shall no longer be in possession of the Vehicle with the Owner's consent and shall (unless otherwise agreed with the Owner) forthwith return the Vehicle to the Owner at such address as the Owner may direct in good order and in good working condition and at the Hirer's expense and risk. Without prejudice to the foregoing or to the Owner's claim for any arrears of Rental or damages for any breach by the Hirer of contract of which these conditions form part or any other rights hereunder, the Owner or its authorised representatives may at any time after such termination or expiry of the Hire Period without notice retake possession of the Vehicles and for such purpose enter upon any premises belonging to or in the occupation or control of the Hirer and the Hirer shall be responsible for all costs, charges and expenses so incurred in retaking possession of the Vehicles as aforesaid.

11. Force majeure

Although the Owner will use all reasonable endeavours to discharge its obligations under the Contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

12. Forbearance

No forbearance, indulgence or relaxation on the part of the Owner shown or granted to the Hirer in respect of any of the provisions of the Contract shall in any way affect, diminish, restrict or prejudice the rights or powers of the Owner under the Contract or operate as or be deemed to be a waiver or any breach by the Hirer of the terms and conditions of the Contract.

13. Concurrent remedies

No right or remedy herein conferred upon or reserved to the Owner is exclusive of any other right or remedy herein or by law provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing and may be enforced concurrently therewith or from time to time.

14. Notices

Any notice hereunder shall be in writing and may be served by sending it by pre-paid first class letter post or delivery to the address of the Owner or Hirer, as the case may be, set out in the Booking Form or as intimated by the Owner or Hirer, as the case may be, to the other party from time to time. In proving service of any notice it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective at noon of the second business day following the day of posting and any notice delivered to an address by hand shall be deemed to be effective from the date of such delivery.

15. Construction

In these Terms and Conditions, where the context so admits or requires, the masculine gender shall include the feminine or neuter (and vice versa) and expressions in the singular shall include the plural.

16. Privacy

The Owner will collect Personal Information such as name, email address, home address, telephone number, national insurance number (UK residents only), security code and the card's expiry date from the Hirer during the process of booking and vehicle collection. The Owner will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information. The Owner will not store any of the Hirer's financial information.

The Owner is required to reveal the Hirer's non-financial personal information, such as name, address and driving history to the insurance company (Alan Boswell Ltd) in order to provide the required insurance cover for the rental.

Unless the Hirer signs up to the West Coast VW Camper Scotland Facebook Page separately, the Owner will not enter into further correspondence with the Hirer once the rental is concluded (upon safe return of the vehicle to the Owner and return of the Security Deposit, subject to any deductions).

17. Governing law

These Terms and Conditions and the contract of which they form part shall be governed by and construed in accordance with the Laws of Scotland, and the parties submit to the exclusive jurisdiction of the Scottish Courts.

Hirer Drive Endorsements

Notwithstanding anything contained to the contrary it is hereby understood and agreed that this insurance covers the insured vehicle whilst let out on hire, subject to the following conditions:

1. The insured shall verify the identity and permanent address of the Hirer and any other permitted driver by means other than relying solely on the information contained in the Hirer's or driver's driving licence and that such person is not amongst the excluded persons enumerated below.
2. The Insured Vehicle shall not be let out on hire to or be driven by: -
 - a. Hirers under 25 or over 75 years of age.
 - b. Hirers aged 25 with a full drivers licence valid in the United Kingdom which has been held for less than 24 months.
 - c. Persons who have been convicted of an offense in connection with the driving of a motor vehicle or motorcycle and/or have had their drivers licence endorsed or suspended or penalty points imposed. Parking and not more than two speeding offenses in the past 3 years may be ignored. "Spent" convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded.
 - d. Persons who have any mental or physical defect or infirmity or suffers from fits, diabetes or any heart complaint.

- e. Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance cover cancelled by any Motor Insurer.
 - f. Persons engaged wholly or partially in professional entertainment or professional sports persons.
 - g. Jockeys and persons connected with racing of any sort.
 - h. Undergraduates and/or students under 25 years of age.
 - i. Persons who, whilst driving, have been involved in more than one accident during the past 3 years.
 - j. Foreign Service Personnel other than persons born in the United Kingdom.
 - k. Same sex groups unless prior agreement (Will not be hired out for Stag or Hen Parties).
 - l. Persons who intend to use the vehicle to attend a music festival.
3. The insured vehicle shall be driven only by the Hirer or other permitted driver who has completed and signed a Hirers Proposal Form immediately prior to any hiring.
 4. The insurers form of proposal for the Hirer Drive insurance or as otherwise may be specifically agreed shall be completed and signed by each Hirer or other permitted driver. The proposal must be fully completed by the Hirer or other permitted driver in all respects. In addition to the usual declaration and warranty contained in the proposal, the following declaration shall appear on the proposal, namely: -
"I further agree to be bound by the terms and conditions of the Insurance which I have seen and read or have had the opportunity to see and read".
If the statements and particulars in the proposal are in the handwriting of any person other than the Hirer or other permitted driver, such person shall be deemed to have been the Hirer's or other permitted driver's agent for the purpose of completing the proposal form.
 5. The insured shall be considered as the being the agent for the Hirer or other permitted driver for all purposes in connection with this insurance but under no circumstances shall the Insured be considered as agents for the Insurers.
 6. The insured vehicle shall not be used for carriage of goods of an explosive, dangerous or hazardous nature or for the carriage of goods or passengers for hire and reward or any other form of profit or remuneration.
 7. Any return premium for cancellation of this insurance or following any other amendment to this insurance will be allowed at the discretion of the Insurer.

Subject otherwise to the terms, exceptions and conditions of this insurance