

Terms and Conditions

Bayview Campers TERMS AND CONDITIONS

Version dated 01/04/2018

Your contract with Bayview Campers comes into existence when we send confirmation of your booking. You should check the details carefully to ensure it reflects your booking requirements and inform us immediately if there are any discrepancies. If you commit any breach of this agreement, we are within our rights to terminate the contract. In this situation we will not be liable for any refunds, compensation or other losses or expenses, including any onward travel arrangements.

1. DRIVERS

- Must be aged between 25 and 70. Hirers outside of these limits can be considered by our insurers and if approved, may be subject to additional premiums.
- Must have held a full valid UK driving licence for more than 2 years.
- Must have not been convicted of any criminal/driving offences other than minor speeding or parking offences. Up to 6 points is usually acceptable but will be referred to our insurers.
- Must have had no more than 1 accidents in the last 3 years. Non fault accidents must still be declared.
- Must declare if you suffer with any disabilities or infirmities that affect your ability to drive that need to be declared to the DVLA and/or been advised not to drive by the DVLA or medical grounds by a GP or medical personnel.
- Must declare if you have ever been refused motor insurance.

An additional driver can be added at no extra, all drivers must be declared on the booking form.

2. INSURANCE

- Fully comprehensive insurance is included within the hire cost.
- You are not covered for damage to your own personal possessions.
- You will be required to provide the following documents prior to your hire, it is your responsibility to ensure these documents are available, if you are unable to provide these documents we will not be able to provide you with the campervan and you will not be given a refund.
- Driving Licence card with correct current address
- Two pieces of address identification from the following list, they must be no more than 90 days old (apart from the council tax bill which must be the most recent)
 - Bank statement
 - Credit card statement
 - Council tax bill
 - Utility bill – Gas, Electric or telephone (not mobile)
- You will be required to obtain a DVLA driving history share code so that we are able to confirm your driving history.

3. RATES, BOOKING AND PAYMENT CONDITIONS.

- To secure dates via our website you will be required to pay a non-refundable deposit of £150.
- Once we receive your booking form we will create a full hire estimate for you.
- We accept cash, cheque, online banking transfers.
- Full payment is due 28 days prior to your hire. Your final invoice will be the full cost of your hire plus any extras, less deposit paid.
- If you book within 28 days of your hire the full amount is payable at the time of booking.
- If the balance is not paid within 28 days of your hire, we reserve the right to cancel your booking and retain your deposit.
- Prices and conditions quoted on our website and documentation are subject to change without notice.
- All prices are quoted and payable in UK pounds sterling. We are not responsible for any currency exchange rate charges or fees incurred.

- Once you have made your booking and paid your deposit, it is unlikely that the cost of your hire will change. This does not apply to invoice errors or omissions.
- If you have to make changes to your booking we will do our utmost to accommodate any changes, but it may not always be possible. The price of your hire could be subject to change.

4. CANCELLATIONS

- You may cancel your booking at any time by contacting us by phone or email.
 - Cancellations less than 14 days before your arrival date - 50% of total cost is payable
- We strongly recommend that you take out travel insurance at the point of booking to cover the event that you may have to cancel your booking or that your booking is cancelled due to an unforeseen event out of our control.
- In the unlikely event, due to any unforeseen circumstance such as an accident, damage, theft or "force majeure", we reserve the right to make any necessary changes to your booking. We will aim to offer you alternative dates, agreeable to both parties, at no extra cost. We will not be responsible for any costs or charges that you may incur from having changed dates (such as increased ferry charges). If it is not possible to provide you with alternative dates we will refund your hire in full. We regret that we cannot accept responsibility or pay any compensation or expenses where we have not been able to provide a suitable alternative for reasons beyond our control.

5. HIRE PERIOD

- Our hire vehicle has specific collection and return times, and vehicles must be collected and returned at the time specified upon booking, unless prior agreement has been obtained to change the collection/return time.
- Please respect our return times so that we have enough time to clean and prepare the van for the next customers as we would have done for you. Please remember that it may take time to fuel the vehicle before your return and empty the vehicle of your possessions. We allow a grace period of 30 minutes before you will be liable for late return charges. You will be charged £40 if you are over 30 to 60 minutes late. More than 2 hours late will result in you being charged a full days hire rate.
- If you are in any doubt as to whether you will make the return time, please contact us on the office number or duty phone as soon as possible to notify us of possible delays.

6. COLLECTIONS

- Our Campervan is dispatched from our base in Grantown on Spey where you will receive an in depth handover of the vehicle that will take up to 1 hour.
- Your vehicle will be prepared and ready for collection in a clean condition with a full tank of fuel.
- To accommodate customer handover, please make sure that you arrive at the time agreed and confirmed prior to your hire. Late collections will not be entitled to any refund.
- Hireres are welcome to leave their vehicle at our premises, but do so at their own risk and no responsibility will be taken for the vehicle whilst parked here.

7. USE OF THE VEHICLE

- No one other than the named drivers on the rental agreement is allowed to drive the vehicle.
- It is illegal to smoke inside a hire vehicle and any evidence of this will be subject to deep cleaning /damage charges.
- Do not allow animals in the vehicles.
- Do not take the vehicle outside of the UK.
- Do not propel or tow any vehicle or trailer.
- Do not drive or permit any named driver to drive unfit through drink or drugs or with alcohol in their system above the legal limit. Remember there is a zero tolerance policy in Scotland.
- Do not leave the vehicle unlocked when unattended or fail to secure the keys.

- Do not take the vehicle off road. Stick to paved public highways, private roads and driveways unless driving onto an official campsite where we ask you to take due care and attention of the ground conditions.
- Do not drive in a reckless or careless manner.
- Do not carry more passengers than seat belts allow.
- Do not carry passengers or goods for hire or reward.
- You acknowledge that Bayview Campers retains the title of the vehicle at all times. You will not attempt, agree, offer or purport to sell, assign, sub-let, lend, let on hire, part with or attempt to part with the possession of the vehicle.
- You are entirely responsible for any speeding, parking, congestion or other road fines, charges or penalties incurred during your hire period.

8. RETURNING YOUR VEHICLE

- All returns are to our base in Grantown on Spey.
- All vehicles are to be returned on time, in a presentable condition with a full tank of fuel.
- Additional cleaning charges will apply if you return the vehicle in an unreasonably unclean condition.
- You will be subject to a fuel surcharge if when returned the tank is not full. Charges will depend on the fuel level. There will also be a service charge to cover the staff time to drive and refuel the vehicle properly.

9. DAMAGE DEPOSIT

- Our damage excess is £500 for each single incident, subject to exclusions from the insurance company where the excess is £1000. You will be informed of this prior to hiring.
- We secure your damage excess by either cash, bank transfer or cleared cheque, and you authorise us to deduct from the deposit any amounts in respect of any breakages or damage to the vehicle or any other costs we incur as a result of your use of the vehicle.
- When the vehicle is returned on time to our base, undamaged, with a clean interior and with a full fuel tank no charge will be made, and security deposit will be returned in full within 14 days of completion of your hire.
- We reserve the right to deduct monies from your deposit for the following reasons:-
 - Exterior damage to the bodywork of the vehicle, including tyres, punctures, cuts and bursts, damage to windows, windscreens and wing mirrors.
 - Interior damage to the vehicle including burns, spillages, marking, damage to living or cooking equipment, damage or loss to in-car entertainment equipment.
 - Damage to any payable extras you have hired.
 - Any costs resulting from improper use or willful misuse of the vehicle.
 - The cost of repairing or recovering a vehicle that became bogged.
 - The cost of any fines or penalties resulting from an offence against the road traffic act, i.e, parking, congestion charges and/or fines.
 - The cost of replacing keys which have been lost or stolen.
 - Incorrect or illegal use of fuel or water contamination of fuel. You will be charged for the daily hire rate that the vehicle is unusable or undergoing repairs.
- If damage occurs and we are unable to obtain repair quotes or a repair is not able to be completed immediately, we will hold onto your deposit until the works have been carried out and any refund due will only be payable after the repair.

10. ACCIDENTS OR DAMAGES

- In the case of an accident, please ensure that you follow procedure:-
 - Obtain the names and addresses of third parties, witnesses and registration numbers.
 - Report accident to the police and any emergency services required.
 - Do not accept blame or insist that the other party is at fault.
 - Take photographs of scene and damage.
 - Phone us at our base or on the duty phone.

- Complete accident report form in the vehicle and note everything down.
- Under no circumstances should you attempt to start or drive a vehicle that has been involved in an accident without permission.
- In the event of an accident whereby damage to the vehicle prevents the continuation of your holiday, the vehicle will be returned to our base in Grantown on Spey. Depending on circumstance and at our discretion, we will consider refund for length of hire remaining.

11. BREAKDOWNS

- The hire vehicle has comprehensive roadside breakdown cover.
- You will notify us immediately should any vehicle warning lights indicate a potential malfunction or if a breakdown has occurred.
- When on hire you have a daytime number and duty mobile number for help should you need it.
 - If a repair cannot be completed within 24 hours and the breakdown was not a result of reckless, negligent or imprudent use of the vehicle we will consider refund for length of hire remaining. We will not be liable for any other costs incurred.

Insurance Terms and Conditions

Hire Drive Endorsement.

Notwithstanding anything contained herein 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 taking and retaining copies of the following documents from each Hirer/Driver: -

a) Driving Licence Photo Card

b) Online DVLA Licence Check Result/Print Out

c) 2 Separate Utility Bills (Excluding Mobile Phone Bills) which must be dated within 90 days of the hire start date

2. In addition to the Stated Policy Driving Warranty (Refer to Policy Schedule), the Insured Vehicle shall not be let out

on hire to or be driven by:

a) Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/

or have had their licence endorsed or suspended or more than 6 penalty points imposed. Spent convictions, covered

by the Rehabilitation of Offenders Act 1974 may be disregarded.

b) Persons who 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 or cover cancelled by any Motor Insurer

c) Persons engaged wholly or partly in professional entertainment or professional sports persons.

d) Jockeys and persons connected with racing of any sort.

e) Undergraduates and/or students under 25 years of age.

f) Persons who, whilst driving, have been involved in more than one accident during the past 3 years.

g) Foreign Service Personnel other than persons holding a full valid United Kingdom or EU licence for two years or more.

3. The Insured vehicles shall be driven only by the Hirer or other permitted driver who has completed and signed

a Hire Drive Proposal (by each hirer or other permitted driver). Such proposal shall be forwarded on request to the Insurers. The proposal must be completed by the Hirer or other permitted driver in all

respects. In addition to the usual declaration and warranty contained in the 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'.

