

Coastal Campers – Terms & Conditions

It is vital to be fully aware of the contents of these pages, which constitute the terms and conditions of hire. Breach of any of these terms, depending on the nature of the breach, may give rise to the loss of your Security Deposit; a breach in the terms of the vehicles insurance leading to lack of cover for an individual or occurrence; a criminal offence being committed.

Glossary of Terms

You/Your/Yours

Refers to the hirer of the vehicle as recorded on this Agreement, and any additional drivers also recorded on this Agreement.

We/Ours/Us

Refers to Coastal Campers and its employees and agents.

The Parties

Refers to the hirer of the vehicle as recorded on this Agreement, any additional drivers also recorded on this Agreement and Coastal Campers and its employees and agents.

Agreement

Refers to the entirety of the hire agreement, to include the first page with details of the hirer, the vehicle and any charges and every part and page of these terms and conditions all of which constitute the entire agreement between the Parties.

Hire

Refers to the provision to you of the Vehicle by us in accordance with the terms of this Agreement.

Hire Date

Refers to the date of commencement of the Hire

Vehicle

Refers to the vehicle provided to you by us in accordance with the terms of this Agreement.

Charges

Refers to any and all charges levied at you by us in respect of the hire of the vehicle in accordance with the terms of this Agreement; mandatory, elective and/or refundable; to include deposits, daily rates, additional extras and penalty charges.

Accessories

Refers to any supplemental and/or additional item provided by us to you as part of the hire of the Vehicle according to the terms of this Agreement, that nonetheless does not form part of the Vehicle itself.

Damage

Refers to any loss or defect that arises while the Vehicle is in your care, whether cosmetic, electrical or mechanical, that causes the vehicle to no longer be in the same condition as it was when we provided it to you.

Hire Price

Refers to the total price payable by you for the hire of the Vehicle for the period of the Hire.

Deposit

Refers to a sum equivalent to 50% of the Hire Price.

Non-refundable Booking Deposit

Refers to the sum of £100 which forms part of the Deposit

Security Deposit

Refers to the sum of £500 which is payable before the Hire Date.

Hire of the Vehicle

1. Collection & Return of Vehicle

- a) You must collect the Vehicle at 2pm or at a time as agreed by us on the Hire Date. Please allow at least 15 minutes to demonstrate the workings of the Vehicle and its Accessories.
- b) If you are late in collecting the Vehicle from us, you will not be entitled to either a refund of any sums paid to us or an extension to your period of Hire. If you have not collected the Vehicle from us within 24 hours of the Hire Date, we reserve the right to cancel your booking without any notification. In such circumstances, we are entitled to charge you the whole of the Hire Price in accordance with Clause 9 below and you will not be entitled to a refund of any sums paid to us. If you know you are going to be late then please contact us, as we may be able to agree revised arrangements with you.
- c) You must return the Vehicle by 10am or at a time as agreed by us on the final day that the Hire is arranged for. The Vehicle must be clean and in the same condition as when it was collected. The Vehicle must be returned with a tank of the correct fuel type, the fuel being at the same level as when the Vehicle was collected by you at the Hire Date. Should this prove not to be the case a charge will be levied, pursuant to Clause 10 of this Agreement, which will in the first instance come out of your Security Deposit.
- d) Should the Vehicle have been involved in an accident involving damage to the Vehicle or a third party, you will be liable for the Insurance Excess as hereinafter defined pursuant to Clause 11 of this Agreement.
- e) If it becomes clear that you will be late returning the Vehicle, you must advise us immediately as any failure to do so may mean that you are driving the Vehicle while uninsured which may in turn give rise to your prosecution. All late returns are charged at an additional £25 per hour.

2. Drivers

- a) All drivers must be aged between 25 and 75 years old and have held a full driving licence for two years. We reserve the right to refuse to hire to any driver we see fit without explanation.
- b) Details of any additional drivers will be required at least 14 days in advance of the Hire Date.
- c) A valid photographic driving licence plus DVLA licence summary in PDF format must be produced by all drivers before the Hire Date. Copies/scans of both licences must be emailed to coastalcampersoban@gmail.com at least 14 days in advance of the Hire Date.
- d) Each driver must also provide two forms of identification which must be two of the following – utility bill, bank statement, credit card statement, mortgage statement or council tax bill that matches the driving licence address and is dated within three months of the Hire Date.
- e) Drivers will be held personally liable for any and all legal penalties (e.g. fines, charges or illegal activities undertaken) which are incurred during the period of Hire.
- f) We reserve the right to cancel your booking with us if, upon presentment of the driving licence(s) to us, the driving licence(s) is/are invalid or do not correspond with the details provided by you when booking, and we shall be entitled to charge you the whole of the Hire Price.

3. Use of the Vehicle

The Vehicle is not to be:

- Driven in an unsafe, reckless or dangerous manner
- Driven off the road or on unsafe road surfaces
- Used in a manner which could cause damage to the Vehicle, its passengers or third parties or their property
- Driven in an area prohibited by law or on private property to which access is excluded
- Driven by a person in any way under the influence of alcohol or drugs or with a blood alcohol level above the legal limit
- Driven by any person not authorised by us to do so
- Driven by any person under the age of 25
- Driven by any person not legally entitled to drive a motor vehicle
- Driven by any person not legally entitled to drive a motor vehicle of this type
- Driven by any person not in full possession of a full valid driving licence
- Left unoccupied with any of the keys in the Vehicle
- Submerged in water or put into contact with salt water
- Used for any illegal purpose, or for any race, rally or contest
- Used to tow any other vehicle and/or trailer
- Used to carry passengers/property for hire and reward
- Used to carry more passengers/property than is permitted by this Agreement
- Used in any way that would breach this Agreement

- Lent or hired to a third party
 - Used to carry more passengers than the permitted capacity of the Vehicle
 - Moved out of the UK
 - Used on adverse road or weather conditions
4. Smoking in the Vehicle
- Smoking of any kind (including vaping) is banned in or near the Vehicle. There will be a deduction from your Security Deposit should there be evidence of smoking/vaping having taken place within the Vehicle.
5. Taking Pets
- a) Should you wish a pet to occupy the Vehicle, please ensure you have agreed this with us prior to making your booking. We reserve the right to refuse to allow your pet or pets in the Vehicle at our own discretion and without explanation.
- b) Should your pet cause damage to the Vehicle's interior and/or Accessories, the cost of rectification will be deducted from your Security Deposit in the first instance.
6. Modifications to the Vehicle
- You will not make any modification of any kind to the Vehicle's exterior, interior, mechanical or electrical workings or accessories without prior consent.
7. Maintenance and repair of the Vehicle
- a) You will take all reasonable steps to ensure that the Vehicle is properly maintained while in your care. This is to include checking oil and water levels on a daily basis and ensuring that the Vehicle's tyres are safe before moving off.
- b) In order to maintain the condition of the Vehicle's battery, you must not continue to run the battery for an extended period in order to run electrical equipment or accessories.
- c) Provided the fault is not due to your actions, or due to any breach of the terms and conditions of this Agreement, we will reimburse you up to £50.00 for proportionate and reasonably incurred costs in effecting any mechanical repair to the Vehicle, provided that you can produce receipted documentation for the work undertaken and the amount incurred and have received our prior consent to undertake the work.

Charges and Payments

8. Making Payment
- a) You must confirm the availability of your chosen Vehicle at the time of booking. A booking is only confirmed on payment of a Deposit by you, at which point a confirmation email will be sent by us to you. The Deposit will be treated as a payment to account of the Hire Price. The balance of the Hire Price must then be paid at least 6 weeks before the Hire Date. If we do not receive the balance of the Hire Price by the due date, we reserve the right to cancel your booking and, in the event that we do so, you agree that we may retain the Deposit.

- b) Should booking occur within 6 weeks of the Hire Date, the Hire Price will be payable in full immediately upon booking. Upon receipt of the Hire Price by us a confirmation email will be sent by us to you.
- c) Payment of the Hire Price and the Deposit must be made by bank transfer or PayPal.

9. Cancellation Charges

- a) If you cancel your booking with us, the following charges will apply:-
 - i. Should cancellation occur more than 4 weeks before the Hire Date, you will lose the Non-refundable Booking Deposit.
 - ii. Should cancellation occur less than 4 weeks before the Hire Date, you will lose the full amount of the Hire Price.
- b) We strongly advise you to take out travel insurance or to insure against unavoidable cancellation.
- c) Gift vouchers are non-refundable including any unspent sums.
- d) In the event of a delayed hire or cancellation we will not be held responsible for any loss of further holiday expenses such as ferry bookings, campsite fees, reservations etc.
- e) If we cancel your booking with us for any reason other than a breach by you of the terms of this Agreement, then you will be entitled to a full refund of all sums paid to us. We shall have no other liability to you.

10. Security Deposit / Excess

- a) The Hire is subject to the Security Deposit which covers both the insurance excess in the event of any first incident or reported incident and the proper return of the Vehicle and Accessories in the same condition as they were in when collected by you on the Hire Date. In the event of any additional incident(s), a second Security Deposit may be required in order to continue with the rental.
- b) The Security Deposit is payable 7 days prior to the Hire Date. You authorise us to deduct from the Security Deposit any amount payable to us under this Agreement in relation to any damage, breakage or other costs incurred as a result of any breach of the Agreement or as a result of your negligent act or omission. In the event of an insurance claim, regardless of fault, the Security Deposit will be retained until the insurers have settled the claim.
- c) The Security Deposit is fully refundable within 14 days of the safe return of the Vehicle and Accessories provided there are no outstanding insurance claims or the following conditions:
 - i. The Security Deposit will be used to fund any loss or damage whatsoever to equipment, fixtures, fittings, windows, tyres or negligent damage to the Vehicle and/or its Accessories and loss or damage to Vehicle keys;
 - ii. A cleaning fee of £75 will be deducted from the Security Deposit if the Vehicle and Accessories are not returned with the interior in a clean condition;
 - iii. The Security Deposit will be used to fund any road traffic violation administration fees;

- iv. A fee of £50 will be deducted from the Security Deposit if the toilet and waste tank are not emptied and cleaned prior to the return of the Vehicle
 - v. A fee of £75 will be deducted from the Security Deposit if it is found that smoking or vaping has taken place within the Vehicle
 - vi. A fee of £25 per hour will be deducted from the Security Deposit if the Vehicle is returned past the agreed time unless an alternative arrangement has been agreed in writing by us. This is because the Vehicle will need to be completely cleaned, valeted and re-stocked before the next Hirer arrives to collect it.
 - vii. The Security Deposit will be used to fund any refuelling costs arising from you not returning the Vehicle with fuel in the tank at the same level and of the correct fuel type as when the Vehicle was collected by you on the Hire Date.
- d)** Should there be any deductions to be made from the Security Deposit for any reason we will notify you.
- e)** You agree to pay to us, within 14 days of your Hire, any additional costs over and above the value of the Security Deposit should damage exceed the value of the Security Deposit.
- f)** Should the damage not exceed the value of the Security Deposit then we will only charge you for the amount required to rectify the damage and will return the remainder of the Security Deposit to you.
- g)** We reserve the right to increase the Security Deposit for specific events including, but not limited to, festivals or rallies.

Insurance

11. Vehicle Insurance

- a) Comprehensive insurance cover is included in the Hire Price with a standard excess of £500 ("the Insurance Excess") payable in the event of any accident or damage to either the Vehicle or third party property. You will be liable for the Insurance Excess, as well as for the replacement or repair involved in any damage to the windscreen or tyres of the Vehicle and such costs shall, in the first instance, be deducted from the Security Deposit
- b) The driver or drivers of the Vehicle must be a minimum of 25 years old and no older than 75 years old in order for them to be covered by our vehicle insurance policy. We will not allow any drivers above or below this age to drive the Vehicle.
- c) Repair costs which are less than the Insurance Excess will be deducted from the Security Deposit. An insurance claim will only be made if the total repair cost exceeds the Insurance Excess.
- d) Hirers cannot be insured in the following circumstances:
 - a. Hirers under 25 or over 75 years of age
 - b. Hirers aged 25 or over unless a full driving license valid in the UK has been held for 24 months
 - c. Hirers who have more than 6 penalty points on their license

- d. Hirers who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving license endorsed or suspended or penalty points imposed.
 - e. Persons who have any mental or physical defect or infirmity or suffer from fits, diabetes or any heart complaint.
 - f. Persons who have had their insurance declined and/or renewal refused and/or special terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any motor insurer.
- e) The following are not covered by our vehicle insurance policy and therefore you accept full liability for these, which is in addition to the Security Deposit should that apply:
- a. Windscreen, glass & tyre damage
 - b. Minor damage to exterior vehicle paintwork, and with total repair costs less than £500
 - c. Loss/damage/theft to media equipment within the vehicle
 - d. Personal effects within or from the vehicle
 - e. Interior damage including burns to seats, flooring and living or cooking equipment
 - f. Any equipment hire
 - g. Any consequential expenses or additional costs incurred in hiring alternative vehicles
 - h. Missed transport, accommodation, travel expenses or any third party claims in connection with a breakdown or accident
- f) You shall be liable to pay the full cost of repair of any damage which the Vehicle may suffer as the result of accidental damage or your wilful or negligent actions.
- g) In the event that you cause damage to a third party which is not covered by our vehicle insurance policy as a result of the exclusions (whether in the vehicle insurance policy or listed at Clause 11e) above) then you will be liable for any amounts payable to such third party.
- h) In the event that you cause damage to the Vehicle which is not covered by our vehicle insurance policy as a result of any of the exclusions (whether in the vehicle insurance policy or listed at Clause 11e) above) then you will be liable to us for the amount of our loss. This loss may include the cost of repairing or replacing the Vehicle, and the amount of revenue we lose in respect of future bookings already secured in respect of the Vehicle at the date on which we become aware of the damage to the Vehicle.

12. Cleaning

As part of this Agreement you are expected to sweep out any debris in the Vehicle and wipe down all the internal surfaces before returning the Vehicle to us.

Accidents and Breakdowns

13. In the event of an accident involving the Vehicle:

- a) You must not admit guilt or liability or do/say anything which may be treated as an admission of guilt or liability;

- b) You must inform us within 24 hours of any accident, loss or damage occurring to the Vehicle whilst in your care;
- c) Any theft, road traffic accident or damage to third party property arising out of your use of the Vehicle must be reported by you to the local police. Names, addresses, contact telephone numbers and (as appropriate) insurance details for any and all third parties involved and witnesses must be obtained by you even if the matter appears to be straightforward and/or the damage minimal;
- d) You must complete the Accident Report form supplied with the Vehicle, including sketches and photographs if possible;
- e) You must not abandon the Vehicle without taking all reasonable steps to prevent any further damage or loss;
- f) You must not drive the Vehicle without our permission;
- g) You must return the fully completed Accident Report form to us when you return the Vehicle;
- h) In accordance with Clause 11, you must pay the Insurance Excess to us; and
- i) By signing this Agreement you undertake to assist us and our representatives in handling any claim arising from any accident, incident or event occurring while the Vehicle is in your care, including but not limited to the completion of report forms and witness statements, interview by our representatives or their agents and attending Court to provide evidence.

14. Breakdown and Recovery

- a) In the event of a breakdown rendering the Vehicle immobile, you must immediately phone our nominated breakdown service (Volkswagen Assist). You must also inform us that they have been contacted.
- b) If you arrange for the Vehicle to be recovered to any other location other than the nearest Volkswagen approved body shop/repairer you will meet the cost of recovery to our own local Volkswagen approved body shop/repairer.
- c) If the Vehicle suffers a breakdown and cannot be repaired or made roadworthy within a period of 24 hours, we will reimburse you with a voucher for the equivalent number of nights rental lost, unless we in our sole discretion consider that your act or omission has caused the breakdown. Vouchers will be valid for 12 months after the original Hire and subject to calendar restrictions. For the avoidance of doubt we will not be liable for providing you with another Vehicle should your Hire cease due to a breakdown.

Rights of the Parties

15. Road and Weather Restrictions

We reserve the right at our discretion to restrict Hire in certain locations, at certain times or in certain circumstances due to adverse weather or unsafe road or weather conditions

16. Substitution of Vehicle

We are not liable for providing you with another Vehicle should your Hire cease before the Hire end date.

17. Ending the Hire Agreement

- a) We may end this Agreement and take back the Vehicle from you at any time, for any reason and without notice.
- b) Such reasons may include but are not limited to the following:
 - a. If any part of this Agreement is found to have been breached by you
 - b. If you are found to have misrepresented yourself or your circumstances in providing information to us relating to the Hire, deliberately or in ignorance of the facts
 - c. If the Vehicle is discovered abandoned
 - d. If the Vehicle is not returned to us on the agreed date or we have reasonable cause to believe that it will not be returned on the agreed date
 - e. If we consider that there is reasonable cause to believe that the Vehicle is being used in an unsafe or dangerous manner.
- c) Should this Agreement be ended prematurely in such a fashion and/or for such a reason, you will not be entitled to a refund of any part of the Hire Price or Security Deposit from us.

18. This Agreement

- a) Any alterations and/or amendments to this Agreement must be made in writing and must be signed by the Parties
- b) This Agreement will in all instances be governed by and in accordance with Scots Law and you agree to the non-exclusive jurisdiction of the Scottish courts in relation to all matters arising under this Agreement. No additional oral undertakings, warranties or agreements between the Parties relating to the subject matter of this Agreement can supersede the terms of this Agreement without the prior consent of the Parties.
- c) We reserve the right to add or amend any charges referred to in this Agreement without prior notice to you.

19. Customer Parking

Customer cars are parked at their own risk and we accept no liability for any loss or damage suffered to any customer car or its contents.

20. Liability

- a) We will not be liable for any death or personal injury sustained by you, any member of your party, or any third party, except as arising directly as a result of our negligence.
- b) We will not be liable for any costs incurred in connection with any replacement vehicle costs, travel or accommodation costs or other losses resulting directly or indirectly from any unavailability, breakdown or other failure of a Vehicle.
- c) We will not be liable for any fines, penalties, charges, costs or unpaid road or bridge tolls incurred during your Hire, and in the event that we require to meet these then we reserve the right to seek payment of these from you, and you authorise us to deduct these from the Security Deposit. In the event that we refund your Security Deposit in full and we subsequently establish that you have

incurred any of the liabilities listed above, we reserve the right to recover any such cost from you.

21. Ownership of the Vehicle

The Vehicle shall at all times remain our property and you shall have no rights to the Vehicle other than as hirer of the Vehicle for the duration of the Hire. You must not do, permit or cause to be done any act, matter or thing which might prejudicially affect our rights in respect of the Vehicle.

22. Privacy

You acknowledge and agree to be bound by our privacy policy.