



## Atlantic Bay Campervan Hire

### TERMS AND CONDITIONS

#### Definitions.

"The Hirer" refers to the person/persons who are the Customer.

"The Agreement" means the Rental Agreement the Insurance Motor Rental Agreement and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other literature, the provisions of these Terms and Conditions shall apply.

"The Owner" means the person that rents a Vehicle to the Hirer through Atlantic Bay Campervan Hire and is the legal Owner of that Vehicle.

"The Customer" means the person/persons nominated as Hirer in the Rental Agreement and on the Insurance Motor Rental Agreement and whose credit or debit card details are presented in the payment of the Customer's charges.

"Rental Period" means the period of hire referred to in the Rental Agreement or any agreed variation thereof and any additional period during which the Vehicle is in the hirer's possession.

"Vehicle" means the Vehicle described on the Rental Agreement and includes tyres, tools, accessories and any other equipment including but not limited to; gas bottles, fridge, satnav/audio unit, cycle rack, roof bars, awning, crockery, cutler, cooking utensils, pillows, sheets, camping tables and chairs, and any documents relating to the Vehicle and any replacement or substituted Vehicle that maybe provided at the discretion of the Owner.

"Security Deposit" means a Vehicle security deposit detailed in the heading "SECURITY DEPOSIT AND INSURANCE" in these Terms and Conditions.

### BOOKINGS AND PAYMENTS DETAILS

The Customer must complete a Booking Form along with a £150.00 non-refundable booking deposit payable by debit or credit card drawn on a UK Bank.

The Balance of the hire charge is due 6 weeks before the first day of the Rental Period. Before The Customer can depart with the Vehicle they must have reviewed and signed the Rental Agreement and a copy of these Terms and Conditions.

By signing the Rental Agreement the Customer agrees to all conditions set out in The Agreement.



## SECURITY DEPOSIT AND INSURANCE

For Drivers 23 to 24 there is a £750.00 Security Deposit  
For Drivers 25 to 75 there is a £500.00 Security Deposit

This will be taken on the first day of the Rental Period via credit/debit card.

This deposit is taken as security to cover any damage or loss to the Vehicle or fittings and fixtures therein or the living equipment, windows, wheels, tyres etc. included with the Vehicle whether or not such loss or damage is caused wilfully, accidentally, by negligence or otherwise.

The Customer must irrevocably authorise Atlantic Bay Campervan Hire to deduct from the security deposit any amount due by the Customer to Atlantic Bay Campervan Hire arising out of this Agreement.

If the Customer has damaged the Vehicle internally or externally, the value of this damage will be deducted from the security deposit and the balance returned to the Customer as soon as reasonably possible (to allow for the damage estimates to be obtained). Damage amounting to the full amount of security deposit held or more will result in the full security deposit being held, and not returned to the Customer as Atlantic Bay Campervan Hire will then need to make an insurance claim to cover additional cost. All Repairs will be carried out by a VW or Peugeot Commercial main dealer.

The security deposit will be refunded within five working days of the Vehicle being returned, on time and to the correct location, undamaged with a clean interior a full fuel tank and all equipment in place and intact. We reserve the right to retain a £100.00 valeting fee if the Vehicle is not returned with the interior in a clean condition, any interior damage will result in extra costs.

The Vehicle has comprehensive insurance for up to two nominated drivers with excesses (as above for ages of drivers) for any damage. Failing to provide information may invalidate your insurance and render you liable for all losses howsoever sustained, including claims by third parties.

THESE TERMS AND CONDITIONS (including the Cancellation Policy) BECOME BINDING ON THE CUSTOMER AT THE TIME OF BOOKING, WHETHER OR NOT THEY HAVE BEEN SIGNED BY THE CUSTOMER.

Should the Customer wish to extend their rental period, this may be possible if the Vehicle not booked to another Customer. The Customer should contact Atlantic Bay Campervan Hire to arrange this extension and pay the additional rental amount.

The Customer is advised to take out appropriate travel/holiday insurance to cover their own losses in the event of unforeseen circumstances or cancellations; examples include: illness, adverse weather etc. the Owner cannot provide this cover.

## USE OF VEHICLE

The Vehicle is not to be:

- Driven otherwise than in a cautious, prudent and normal manner.
- Driven by a person under the influence of alcohol or drugs.
- Left with the ignition keys in the Vehicle while it is unoccupied.
- Driven by anyone other than nominated in the Agreement.
- Used for any illegal purpose.
- Used to tow any Vehicle or trailer not authorised in advance by the Owner.
- Used to carry passengers or goods for hire or reward.
- Used to carry more persons than is permitted or detailed in the Vehicles manual or specified in the Agreement.

## FUEL POLICY

All Vehicles are supplied with a full tank of fuel at the start of the Rental Period. The Customer must return the Vehicle with a full tank of fuel at the end of the Rental Period. Either empty or part full tanks will be charged for at a locally determined price along with a fee of £20.00 for fuel collection. This will be deducted from Security deposit.

## DRIVING LICENCE AND IDENTIFICATION REQUIRED

Seven days before the Rental Period, the nominated driver(s) will need to provide a driving licence check code from the DVLA. On collection of the Vehicle the nominated driver(s) must present their valid UK driving licence(s) in person and with proof of their current address. Photocopies of licences will not be accepted. All nominated drivers must:

- Be between the ages of 23 and 75 inclusive.
- Have held a full driving licence for at least 3 years.
- Have no more than 2 minor motoring convictions in the last 5 years.
- Have no more than 6 points on their licence.
- Have had no more than 1 fault/no fault claim in the last 3 years.

This applies to all nominated Drivers.

## COLLECTION/DELIVERY AND RETURN OF THE VEHICLE:

The Vehicle will be supplied in a clean condition and in sound working order and with one semi-full and one full bottle of gas accordance with the Departure Checklist. The Owner will then perform a full handover to the Customer which will include explaining operations of all the equipment and a review of the Vehicle inventory. When this is done the Customer will be asked to sign The Rental Agreement and a copy of these Terms and Conditions prior to departure

The Customer must comply with the collection and delivery times set out in the Rental Agreement. A late return fee of £25.00 per hour will be charged if the Vehicle is not returned on time. Atlantic Bay Campervan Hire expect the Customer to return the Vehicle on time so that any maintenance, cleaning and inventory checks may be performed to ensure the Vehicle is in sound condition for the next rental, i.e. the same condition the Customer received it in.

A valeting fee of £100.00 will be charged if the Vehicle is not returned with the interior in a clean condition.



## PAYMENT

Payment is preferred by debit card; Switch, Solo, Maestro, Visa drawn on UK banks only or credit cards; Visa, MasterCard. All rental charges are to be paid in full 6 weeks before the first day of the Rental Period.

## RENTAL PAYMENT TERMS

When paying by credit card the Customer must agree to the following:

Atlantic Bay Campervan Hire, are authorised to complete any documentation and to take any other action to recover from the Customer's credit card issuer all amounts due by the Customer in accordance with this Agreement, including but not limited to any amount due in respect of damage to the Vehicle or to property of a third party and all other charges as they are incurred; this includes speeding fines and all parking and traffic infringement penalties and associated costs.

The Customer will not dispute their liability to Atlantic Bay Campervan Hire, for any amount due under this agreement and shall indemnify and keep indemnified Atlantic Bay Campervan Hire against any loss incurred (including legal costs) by reason of notifying the credit card issuer of such disputes

All transactions under this agreement are conducted in Pounds Stirling. Due to exchange rate fluctuations there could be some variance between the amount initially debited against credit cards and the amount refunded within 7 days after the expiration of the rental period. The Customer must release Atlantic Bay Campervan Hire from any liability for such variation.

## BOOKING TERMS.

When the Customer makes a booking with Atlantic Bay Campervan Hire they accept the conditions set out below:

The Vehicle will be available at the time and on the day it was requested.

If the Customer does not arrive to collect their reserved Vehicle on the day and at the time it was reserved no refund will be made.

If the Customer fails to pay the full cost of rental 6 weeks prior to the Rental Period start date the booking will be cancelled (the initial booking deposit is non-refundable).

By booking with Atlantic Bay Campervan Hire and thereby accepting these Terms and Conditions the Customer consents to Atlantic Bay Campervan Hire applying charges to their credit or debit card account. The Customer will not be required to pay the excess deposit until they collect the Vehicle.



#### TERMINATING THE AGREEMENT:

The Customer acknowledges that Atlantic Bay Campervan Hire may terminate this Agreement and repossess the Vehicle at any time without notification to the Customer, and that the Customer will pay the reasonable costs of repossessing the Vehicle including towing charges if:

- They are in breach of any of the terms of this Agreement.
- They have obtained the Vehicle through fraud or misrepresentation.
- The Vehicle appears to be abandoned.
- The Vehicle is not returned on the agreed return date or Atlantic Bay Campervan Hire reasonably believes that the Vehicle will not be on agreed date and time.
- Atlantic Bay Campervan Hire considers on reasonable grounds that the safety of passengers or condition of the Vehicle is endangered.

The Customer understands that in the event of such terminations or repossessions, they will have no right to a refund of any part of the rental charges or Security Deposit.

#### CANCELATION CHARGES:

The booking deposit of £150.00 is non-refundable. No refund of this deposit will be given if the Customer cancels within 28 days of the Rental Period start date.

In the event of a cancellation, booking deposits are not transferable to another date.

If appropriate Hirer/nominated driver identification and/or the necessary payment/deposits are not produced at the time the Vehicle is to be collected or the Terms and Conditions are not adhered to in any way then the rental will not proceed and the cancellation policy will be enforced.

Cancellations can only be made by contacting Atlantic Bay Campervan Hire by telephone or in writing.

In the event that the Vehicle is unavailable for hire for any reason out of the Owner's control, such as the Vehicle has been involved in an accident prior to the agreed Rental period start time, the Owner will endeavour to have a replacement Vehicle in place. If a replacement Vehicle is unavailable then Atlantic Bay Campervan Hire will refund all monies including your initial fee of £150.00.

#### RENTAL PERIOD.

The Customer will have the vehicle for the Rental Period shown in the Reservation Confirmation

If the vehicle is not returned on time or if the Customer does not contact Atlantic Bay Campervan Hire requesting an extension of the rental, then the conditions of the agreement will have been broken.

The Customer will be subject to an additional hourly charge of £25.00 for each hour past the agreed return time that the Vehicle is late in being returned to Atlantic Bay Campervan Hire.



## PRIVACY POLICY

During the enquiry and booking process Atlantic Bay Campervan Hire will collect information, relating to the Customer including their names, email addresses, postal addresses and telephone numbers. This information is necessary for booking and insurance purposes.

Atlantic Bay Campervan Hire may use this information to inform the Customer of news that may interest them regarding Atlantic Bay Campervan Hire. None of the Customer's personal details will be passed to any third party companies other than the insurance company used by Atlantic Bay Campervan Hire.

All credit/debit card details and transactions will be processed through a secure system.

## RELEASE AND INDEMNITY OF ATLANTIC BAY CAMPERVAN HIRE:

Subject to its obligation to deliver the Vehicle or an appropriate substitute Vehicle the Customer must release Atlantic Bay Campervan Hire from any liability to the Customer (regardless of who is at fault) for any loss or damage incurred by the Customer by reason of this Agreement, including but not limited to:

- Any loss or damage caused by breakdown, mechanical defects, accident or the Vehicle being unsuitable for Customer's purpose.
- Any loss or damage to any property left in or on the vehicle or in Atlantic Bay Campervan Hire's premises or recovered or handled by Atlantic Bay Campervan Hire

## TO BE SIGNED BY THE CUSTOMER

Subject to any insurance arrangements agreed Atlantic Bay Campervan Hire, I hereby indemnify and shall keep indemnified Atlantic Bay Campervan Hire, its employees and agents against any claims demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the Vehicle.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## Related documents:

- Booking Form.
- Rental Agreement.
- Insurance Motor Rental Agreement.
- Reservation Confirmation.
- Cancellation Policy.
- Departure Checklist.