

TERMS AND CONDITIONS OF BOOKING AND HIRE

This agreement is made between BLUE YONDER CAMPER VANS of: Leighton Buzzard, Bedfordshire and the person / persons nominated as the hirer on the Insurance Motor Rental Agreement.

1: Prices quoted include:

Unlimited mileage within mainland UK (not Northern Ireland or continental Europe)
Comprehensive insurance for the nominated driver aged between 25 and 75.

UK breakdown cover.

The fuel tank will be full on collection and must be returned to us full. An administration charge of £25, plus the cost of the missing fuel will be deducted from your security deposit or card if the van is returned with missing fuel.

Full tank of fresh water

Mains hook up and leisure battery

Camping Gaz

Cooking and camping equipment as listed in the van details.

2: Drivers:

All drivers must produce a valid driving licence at the start of hire.

All drivers must provide 2 separate forms of identification, e.g. recent utility bill or passport, at least one of which includes photo identification.

The insured vehicle shall be driven only by the Hirer, or other permitted driver, who has signed our terms and conditions prior to any hiring.

The Insured Vehicle shall not be let out on hire to or be driven by:

- Hirers under 25 or over 75 years of age unless otherwise agreed by the Insurer.
- Hirers who do not hold a full valid United Kingdom or EU driving licence for 2 years.
- Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving licence endorsed or suspended or penalty points imposed. Parking and not more than two speeding offences in the past 3 years may be ignored. "Spent" convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded.
- Persons who have any mental or physical defect or infirmity or suffers from fits, diabetes or any heart complaint.
- 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 or cover cancelled by any Motor Insurer.
- Persons engaged wholly or partly in professional entertainment or professional sports persons.
- Jockeys and persons connected with racing of any sort.
- Undergraduates and/or students under 25 years of age
- Persons who, whilst driving, have been involved in more than one accident in the past 3 years.
- Foreign Service Personnel other than persons born in the United Kingdom.

3: Insurance:

The hirer will be liable for the first £500 (Excess) of all insurance claims during the rental period.

Windscreen and tyres are not covered by insurance and hence the hirer is responsible for the full cost of windscreen and tyre repair or replacement.

Fire damage whether caused by negligence or malice is also excluded from the insurance cover.

Subject to agreement of the insurer, additional insurance costs apply if:

A driver has motoring convictions / endorsements on their driving licence.

A driver has a history of motoring accidents within the preceding 3 years.

A driver has a non-UK driving licence.

Failure to provide this information at the time of hire may invalidate your insurance and render you liable for all losses howsoever sustained including claims by third parties.

4: Security Deposit:

A refundable **£750 security deposit** is taken *before* hire. This is payable by credit card, bank transfer, *cleared* cheque or Travellers cheque.

The security deposit is fully refundable within 7 days of the return of the vehicle if the vehicle is returned on the agreed date and time, in the same condition as it was let out, with a full tank of correct fuel.

Damages to the vehicle, including damage to the interior of the vehicle, and any costs incurred by Blue Yonder Camper Vans will be deducted from the security deposit. If the damages exceed the security deposit the hirer will be responsible for settling any additional costs.

If vehicles are returned past the date and time specified, the hirer renders themselves liable to overtime charges of £25 per hour. Please note that late return may affect someone's holiday and that the hirer will be uninsured.

5: Payment:

A **non-refundable booking deposit of 30% of the total hire cost** is required at the time of booking to confirm the reservation. The balance is due 4 weeks prior to the start of the hire period, or at the time of booking if this is less than 4 weeks before the hire period.

We accept payment by bank transfer, cleared cheque or by major credit cards via the Pay Pal secure site, although we do have to add a 5% charge to your bill for payment by this method.

The security deposit has to be cleared in our account before we can hire the van.

6: Cancellation:

If the hirer cancels the reservation more than 4 weeks before the hire start date, Blue Yonder Camper Vans will reimburse 50% of the total hire charge. If the hirer cancels the reservation less than 4 weeks before the hire start date, the total hire charge becomes non-refundable. Your own holiday insurance may cover you, should you need to cancel due to illness.

7: Collection and Return:

Collection from our Bedfordshire depot is from **4pm – 7pm** on the start date of the hire period. Please allow 1 hour for the hand-over to complete the paperwork and for demonstration of the hire vehicle.

Return to our Bedfordshire depot is by **11 am** on the final day of the holiday.

Please advise Blue Yonder Camper Vans immediately if you will be late returning, as we will need to arrange further insurance. An additional charge is payable for late returns.

8: Personal Travel Insurance:

It is the hirer's responsibility to provide their own insurance to cover personal items and belongings and personal injury in the event of an accident.

8.a: Bicycle Hire:

Blue Yonder camper vans provide bicycles for hire at the hirers' own risk. Blue Yonder camper vans are not liable for any injury in the event of a cycling accident.

9: Pets:

Pets may only be carried in the camper vans with the prior agreement of Blue Yonder Camper Vans. Blue Yonder Camper Vans charge £25 per holiday for pets and reserve the right to charge an additional amount for additional cleaning or any damage caused by the pet.

10: Smoking:

No smoking is allowed in any Blue Yonder Vehicle. (A £300 charge will be applied where this is not observed)

11: Accidents, Theft and Vandalism:

The hirer must report any traffic accident involving the vehicle, and report any loss, damage or theft involving the vehicle to the police and Blue Yonder Camper Vans as soon as possible. If the incident results in the van being disabled you must return with the vehicle to our depot at your own cost, preferably using the AA Relay service. If a replacement vehicle is available you will be able to collect it.

You must not admit liability or release any party from liability or settle any claim, but take the names and addresses of any parties and witnesses involved and provide the names of any third party involved to Blue Yonder Camper Vans.

Blue Yonder Camper Vans accept no liability and will not reimburse any costs arising from the incident.

Blue Yonder Camper Vans will not refund the hire charges of any days lost to the hirer due to accident, vandalism or theft.

The hirer agrees to cooperate with us, and our insurers in any investigation or legal proceedings arising out of any incident involving the vehicle.

12: Breakdown:

Report any difficulties or breakdown as soon as possible to Blue Yonder Camper Vans. All our camper vans have AA relay. If you incur minor repair bills up to the value of £50, Blue Yonder Camper Vans will reimburse the hirer on production of a valid vat receipt. Repairs costing more than £50 must be authorised by Blue Yonder Camper Vans *before* any work is undertaken. *Subject to availability* a replacement camper van may be offered by Blue Yonder Camper Vans. Blue Yonder Camper Vans accept no liability for costs arising from accident, breakdown or any other cause. If Blue Yonder Camper Vans cannot offer a replacement camper van in the event of breakdown the hirer will be reimbursed hire charges for full days lost. The camper van must be returned to Blue Yonder Camper Vans depot at the hirer's cost preferably with the AA Relay service provided. The hirer must not abandon the vehicle. If the hirer abandons the vehicle Blue Yonder Camper Vans will deduct any transport and labour costs incurred in returning the vehicle to our depot.

13: Vehicle Availability:

Blue Yonder Camper Vans reserve the right to substitute another camper van for the one booked. Substitution does not entitle the hirer to any refund and does not constitute a breach of contract of this agreement.

If no other vehicle is available for the booked hire period, Blue Yonder Camper Vans' responsibility to the hirer is solely to refund all monies paid by the hirer.

Blue Yonder Camper Vans endeavour to ensure that the vehicle is ready for collection at the agreed time, however Blue Yonder Camper Vans accept no liability other than to refund payment made for days lost.

14: Maintenance of the vehicle:

The hirer is liable for any damage caused to the engine associated with incorrect use of fuel. The hirer must *check the engine oil after 500 miles* and refill as necessary. If the engine is damaged, by being driven too fast (over 60mph) over too long a period, the hirer is liable for repairs up to the replacement of the engine.

15: Passenger seat belts and booster seats:

Blue Yonder Camper Vans do not provide baby or child seats. The hirer is legally responsible for using a baby seat or booster seat for children under 135 cm (4'5").

16: Vehicle use:

The insured vehicle shall not be used for the 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.

The hirer must not carry more passengers than the number of seat belts provided. The hirer must not allow the vehicle to be overloaded, tow or push any vehicle or trailer, drive off road or on un-surfaced roads. The vehicle must not be used to transport any poorly secured load or any substance, which may cause damage to the vehicle. The hirer must not allow the vehicle to come into contact with salt water or submersed in water, take part in any race or rally, park or drive in contravention of any traffic regulations.

The hirer must agree not to leave the vehicle unoccupied without: being locked, the steering lock applied and the ignition key removed from the vehicle.
Blue Yonder Camper Van demonstrate use of the camping gas and electric hook up before departure; the hirer is responsible for the safe use of gas and electric hook up.

17: Driving:

Blue Yonder Camper Vans recommend that you *keep your speed down and remember that older vehicles handle and brake very differently to modern cars*. It is better to change to a lower gear rather than let the engine struggle! Gear changing is very different to most modern cars and Blue Yonder Camper Vans suggest that you allow extra space for gear changes.

18: Your car:

Blue Yonder Camper Vans will store your car during the hire period in a yard with gates locked at night. Blue Yonder Camper Vans cannot accept any responsibility for the loss of or damage to the vehicle or its contents, however caused.

19: Keys:

The hirer is responsible for the costs incurred due to lost or damaged keys.

20: Liabilities:

The hirer is personally liable for all road tolls, fines and legal penalties incurred during the period of hire.

21: Personal Data:

Blue Yonder Camper Vans may use personal data to inform you of any news or information we think you may find useful, unless you request that we do not. Blue Yonder Camper Vans will pass your identity to our insurance company, and may pass on your identity to official bodies, such as the police if requested. Blue Yonder Camper Vans will not pass on your data to third party commercial interests.

22: Title to the vehicle:

Blue Yonder Camper Vans retain title to the vehicle at all times.

23: Release and indemnity of Blue Yonder Camper Vans:

The hirer releases Blue Yonder Camper Vans from any liability to the hirer (regardless of who is at fault) for any loss or damage incurred by the hirer by reason of this agreement.

24: Terminating the Agreement:

Blue Yonder Camper Vans may terminate this agreement and repossess the vehicle at any time, without notification to the hirer, if the hirer is in breach of any term of this agreement or has obtained the vehicle through fraud or misrepresentation, if the vehicle appears to be abandoned or is not returned by the agreed date and time.

This agreement shall be governed by English Law.

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.

Please sign below to indicate that you have read and agree to these terms and conditions.

Signed _____ **Date** _____

Print _____

Signed _____ **Date** _____

Print _____

Signed _____ **Date** _____

Print _____

Signed _____ **Date** _____

Print _____