

Terms & Conditions

This agreement is between Karen's Campervans and the person signing these Terms and Conditions. By signing these Terms and Conditions the Hirer agrees that they have read, accept and will adhere to these Terms and Conditions. We allow the use of our Campervan only in accordance to the terms herein stated. The rights and obligations stated in these Terms and Conditions dictate your use of our Campervan and are not assignable by you. You acknowledge that the Campervan is owned by Karen's Campervans and that any attempted transfer or sub-letting of the Campervan by anyone other than us is prohibited.

Throughout the Terms and Conditions, except where otherwise stated, the following definitions apply:

- Campervan – The campervan hired to the Hirer under this agreement.
- We/Us/Our –Karen's Campervans or any representative of that company
- Hirer/Hirers/You – The person or persons booking the Campervan and signing these Terms and Conditions.
- Security deposit/ Liability – This means the sum of £1000/£1500 pounds (Sterling) will be held by us (Karen's campervans) for any accidents, claims and any damage caused to the interior fixtures and fittings, this will be refunded in full once the vehicle has been checked on the vehicles return.
- Third – Party means another party that was directly involved in the incident that resulted in loss or damage. The third – party can also refer to a Third – Party Insurer, Broker or other representative.
- Refunds will usually be returned within 7 days of the vehicle being checked over and no claims.
- Booking Deposit – This means a non-refundable sum of £200.00 pounds (STERLING) for any booking by the Hirer.

Driver Requirements/Eligibility

Prior to your arrival, we do require you to email us certain documents.

The email address these documents should be sent to is: info@karencampervans.co.uk

We require photo of driver's driving licence and DVLA check code provisionally to confirm booking. (Check code only valid for up to 21days, will require another updated check code depending on your collection date.)

These documents and requirements are;

- Hirers must be between 25 – 75 years of age
- All drivers must of held a full Driving License for a minimum of 2 years
- Drivers can have up to 6 points on their license,(providing they are two minor offences)
- Drivers can have no more than one fault or non- fault claim within 3 years
- Driving License must be produced at time of hand over
- Provide a picture of both sides of the driving license for all drivers
- Provide a picture of passport or other photo ID of the hirer
- An up to date DVLA check code (only for UK license holders).
- Previous check codes are only valid for three weeks – you can get your check code here:
<https://www.gov.uk/view-driving-licence>

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ESSENTIAL; you must provide a total of 2 proofs of address from the following;-
1x primary and 1x secondary, or 2x primary proof of address:

Primary proof of Address;

Electricity

Water

Gas

Broadband/Landline

Council tax

TV licence

Bank statement

Credit card bill/ statement

Mortgage statement

Polling card

HMRC self-assessment/tax bill

An annual council tax bill will be accepted. All other documents must be dated within 90 days of the hire.

Secondary proof of address;

Mobile phone bills

Payslip

Loan statement

(Example – one Council Tax Statement plus a Bank Statement- not two Bank Statements from the same Bank)...

- TV, Internet, Landline Telephone Bill dated within 3 months of Collection date.
- Electronic copies such as (online accounts) and pictures are accepted as long as they show NAME, ADDRESS, to match that on your license, and date. (Must be within 3 months of your collection date.
- Insurance covers are not accepted.

- The hire cost is for one named Driver; additional cost of £10.00 per driver per day providing they meet the above criteria

Please make sure that you provide us with address verification documents at least 14 days in advance of arrival.

These documents are required by our insurers in order to meet the terms of our insurance. If these cannot be provided, we will not be able to insure the vehicle, and therefore will not be able to hand over the vehicle to you.

It does not automatically disqualify you from driving if you do not meet the required criteria, but we will need to refer you to our insurance company to check if they will offer insurance company.

Booking

Once the Hirers proposed date has been approved by Karen's Campervans, and the respective Booking Deposit as defined above is paid in full. Terms and Conditions have been received. On receipt of both of the aforementioned Booking Deposit and this contract shall have effect. A confirmation of the booking will be emailed to you.

The balance of the hire charge (full charge less deposit) is due 6 weeks before the start of the rental period. Vehicles will not be released without cleared payment received in full. A security deposit of £1000 for VW Transporter and Swift Escape/ £1500 for Roller Team 707 is payable 2 days prior to collection of the Campervan/Motorhome.
(By bank transfer)

For late bookings (less than 28 days before the hire start date) the full price is payable on booking. All payments and deposits are to be made in pound sterling.

Availability of Van

If due to unforeseen events the Campervan is not available we reserve the right to offer an alternative Campervan and, if a substitute is not available, our liability is limited to a full refund of monies received by us. All rights are reserved to refuse any hire under any circumstance. We don't allow our Campervan to be hired for the purpose of stag or hen parties or to be taken to any music festival or any show. Any such booking will be automatically cancelled by us.

The company takes no responsibility for any detention, delay, loss, damage or injury that a Hirer might experience no matter how it is caused. You acknowledge that you will be responsible for any loss or damage to the vehicle, its documents, parts or accessories arising during the rental.

Cancellation of Bookings

Cancellations must be in writing, and are charged as follows:

Should you cancel your confirmed booking prior to commencement of hire you will lose the non-refundable booking deposit.

If you cancel your booking between 4 - 2 weeks prior to rental start date, only 50% of the hire charge will be refunded.

Less than 2 weeks before rental start date no payment will be refunded for the hire.

If you fail to turn up for commencement of hire, you will lose the booking deposit and hire charge already paid. This will also apply if, upon inspection of named driver's licenses, they are found to be invalid or do not comply with the information stated on the booking form.

Karen's Campervans recommend that the hirer takes out Holiday Insurance with cancellation cover.

Security Deposit/Insurance

Motorhome prices quoted include insurance for one named driver. Additional drivers can be added for a nightly fee as detailed in the price page. Our provided insurance, insures the named drivers during the hire period only as detailed on the booking form, up to any first incidence or reported incidence.

2 days prior to vehicle collection, a damage deposit/deductible is held, required bank transfer, this is because our insurance requires payment in their name for traceability.

Subject to no damages, this hold is released 7 days after the end of rental, provided the vehicle is returned safely and undamaged. An inspection will be conducted upon return of vehicle following the vehicle being washed off.

If any damage to body work is found upon return, or damage to interior, then the full damage deposit will be claimed at that time. Damages will be sent to a body shop for assessment of costs for repairs and replacements. Estimates can take time dependent upon how busy the body shop is. Once costs are determined, and if an insurance claim is not raised, the hirer will be informed, and should costs be less than the value of the security deposit retained, then the remainder will be refunded. If an insurance claim has been raised, then the full security deposit will be retained towards the insurance excess.

The standard damage deposit/deductible is £1000 for VW Transporter and Swift escape/ £15000 for Roller Team 707 for all drivers and covers only first incident or reported incident (not the entire duration of the rental) and the proper return of the vehicle in the same condition as it was let out to the hirer. At the time of the first incident, a payment for a second deposit/deductible will be required in order to continue to be insured and continue with the rental.

Any insurance claim is subject to an insurance excess of £1000 for VW transporter and Swift escape/ £1500 for Roller Team 707 which will be deducted from the damage deposit/deductible.

Any damage to the vehicle during the hire period that's not covered by an insurance claim will be deducted from the deductible/deposit; this will include any loss of equipment, or damage to fixtures and fittings and there will be an hourly rate of £65 per hour to in house repairs required.

The following are not covered by insurance, therefore the hirer accepts full liability for these, which is in addition to the standard vehicle deductible/deposit should that apply:

No security deposit will be refunded until any claim is settled.

Any damage to tyres, wing mirrors and windscreen and any theft of personal property or personal injury is not covered by our standard insurance, and any such damage shall be at your expense.

Damage to the underside of the vehicle or the roof, which includes the overhead area, is not covered under any insurance and any damage to these areas is deemed as gross negligence. Any such damage will be charged accordingly. Plus the deductible/deposit.

1. Mechanical problems E.g. clutch/gearbox due to driver negligence.

Any damage caused by a negligent act.

2. Replacement or repair of aerials, glass, wheel, or incorrect fuelling.

3. Missing wheel trims, tool, or spares.

4. Mistaken fuel

Mistaken fuel put in water tank..... IMPORTANT: If diesel has been filled into the water tank, DO NOT TURN ON ANY TAPS! INFORM KARENS CAMPERVANS IMMEDIATELY return Motorhome immediately where we will empty out the water tank to prevent diesel entering the water pipes, tap, and boiler. The rental will be cancelled with any costs incurred being charged to hirer. If taps have been run, the costs to replace the full water system will be payable in full by the hirer.

All parts replaced will be replaced with genuine parts.

The hirer is responsible for checking the oil and coolant of the vehicle, oil coolant and screen wash levels will be checked before the vehicles leaves us.

The fuel tank will be full on collection and must be returned to us full on return.

Motorhome Cleanliness/customers responsibility

Our motorhomes are thoroughly cleaned. Cleaning materials are supplied. Please return our vehicles in an acceptable condition. If the vehicle is not returned in an acceptable condition a £100 charge will be applied.

An administration charge of £40 plus the cost of filling the tank will be deducted from your security deposit if the van is returned without a full fuel tank. The toilet must also be returned empty, there will be a £100 charge if the van is returned without doing so.

You will be responsible for any such costs and/or penalties during the full rental period, including speeding tickets, parking fines, congestion charges and any other charges. We reserve the right to make reasonable charges for our time incurred and the administration costs involved in processing any fines and/or penalties.

At present our administration charge for processing any fines and/or penalties is £40

Should there be any damage or requirement for any repair, replacement or special cleaning, the costs will be deducted from the security deposit before the balance is returned to you. You irrevocably authorise us to deduct from the security deposit any amounts due to us arising out of this agreement. You irrevocably agree to pay all charges upon request. In the event that there is a claim we reserve the right to retain the security deposit for such period as is reasonably necessary.

These will be invoiced as appropriate and you authorise us to deduct any sums due from your card in respect of such amount. Where charges are incurred which result in your security deposit being debited we will provide you with an itemised invoice detailing the charges incurred by you.

Your signature below gives us permission to deduct all charges from your card following the issue of an invoice. If for any reason we are not holding your card information then you agree you to pay all charges upon presentation of the invoice.

Insurance/ requirements/Eligibility

At the time of booking it is hereby understood and agreed that the vehicle is covered by ALAN BOSWELL GROUP during the full rental period. The Insured shall verify the identity and permanent address of the Hirer and any other permitted driver with their Driving License, another photo ID and two proofs of address, each to be no older than three months old. The following conditions apply:

Unless by prior agreement all drivers must be present for collection of the Motorhome. No exceptions can be made. ALL DRIVERS must attend the vehicle briefing at the collection address.

Driving licenses must show that the driver is qualified to drive a Category B vehicle weighted up to 3,500Kg.

We do not accept all male or all female groups unless by prior arrangement in writing. We do not allow any of our Motorhomes at any music festivals unless by prior arrangement in writing.

No one other than the drivers named in the proposal forms may drive the hired vehicles.

It does not automatically disqualify you from driving if you do not meet the required criteria, but we will need to refer you to our insurance company to check if they will offer insurance cover. . Our insurers 'may' be able to provide insurance for drivers over 75 and such drivers must contact us first for confirmation.

1. Hirers must be between 25 and 75 years of age unless otherwise agreed by the Insurer.
2. Hirers must hold a full UK/EU/US/Australasian driving licence, which has been valid for a minimum of 24 months.

3. Hirers must inform us if they have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle within the last 3 years. A maximum of two speeding offences in the past 3 years, resulting in no more than 6 penalty points in total, will be accepted by the Insurer. Parking offences do not apply, and spent convictions under the Rehabilitation of Offenders Act 1974 may be disregarded.
4. Persons who have had their licence revoked by DVLA due to medical grounds or convictions may not hire the vehicle.
5. 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 may only be insured by special agreement with the Insurer.
6. Persons who, whilst driving, have been involved in more than one accident during the past 3 years require special agreement with the Insurer.
7. The insured vehicle shall be driven only by the Hirer or other permitted driver who has completed and signed a Hirer's Proposal Form immediately prior to any hiring.
8. The Insurer's form of proposal for Hirer Drive, or as otherwise may be specifically agreed, shall be completed and signed by each Hirer and any other permitted driver. The proposal must be fully completed by the Hirer and other permitted drivers in all respects.
9. 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 agent for the Insurers.
10. 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.
11. It does not automatically disqualify you from driving if you do not meet the required criteria, but we will need to refer you to our insurance company to check if they will offer insurance.

Personal Travel Insurance

Insurance is only for the vehicle and equipment that belongs to the vehicle. 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.

Collection and Return

Unless by prior agreement, collection and return will be to our address;

Unit 2 Albion Way, Kelvin Industrial Estate, East Kilbride G75 0YN

Please ensure that you bring your driving license on the collection day.

- Collection: Between 3pm-5pm
- Return: not later than 11.00am

**ALTERNATIVE TIMES CAN BE ARRANGED ON REQUEST
PLEASE ALLOW UP TO 1 HOUR FOR HAND OVER**

Late Return

Please let us know what time you intend to arrive, and if for any reason you are running late Let us know as soon as possible.

If a campervan is returned later than the agreed time, without our prior agreement, we reserve the right to make a charge of £50 and over 3 hours will be charged at the daily rate of the vehicle.

Should the late return of the campervan make us liable for extra costs, we reserve the right to pass on these costs to you. Charges and costs for late return will be deducted from your security deposit. By signing this agreement you agree to us making such deductions. Should the late return be due to accident you will be liable for any revenue lost due to the van being unavailable for hire? No refund is given for early return of the vehicle.

Conditions of Use

The Hirer agrees that during the rental period, he/she will not and will not allow the vehicle to be:

- Driven otherwise than in a cautious, prudent and normal manner
- Used in a manner which could cause damage
- Driven in a prohibited areas
- Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law
- Parked in an unsuitable, dangerous or unauthorised location
- Left unlocked while it is unoccupied
- Left with the ignition key in the vehicle while it is unoccupied
- Driven by any person who is not authorised to do so under the terms of this agreement
- Damaged by: Submersion in water or direct contact with salt water

- Used for any illegal purpose or for any race, rally or contest
- Used to tow any vehicle or trailer
- Used to carry passengers or property for hire or reward
- Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this agreement.
- Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material.
- Otherwise used in breach of any obligations under this agreement
- Driven to a music festival or show (unless by prior arrangement in writing)
- Used for the purpose of a stag or hen party (unless by prior arrangement in writing)

The Hirer agrees that during the rental period, he/she will:

- Be responsible for the cost of any damage caused to the vehicle by improper use.
- Understand that any damage to the interior of the vehicle or equipment will be charged to the Hirer in all cases.
- Always use the campervan in a responsible manner.

Seat Belts, Booster and Baby Seats

You must carry only as many passengers as there are seat belts in the van. You are legally responsible for obtaining and using a child or baby seat. The fitting of any such equipment is the sole responsibility of you and we can accept no liability whatsoever.

Personal Safety

While we take safety seriously, Please note that it is your responsibility of the parent or guardian to ensure the safety of children while in or around the vehicle, particularly while using the upper bunks or pop top.

Do not use the gas cooker to heat the van and always have a door/window open when using the stove to cook.

Please do not leave electrical plug-in heaters on when vehicle is unattended or overnight when you are sleeping.

Please note there may be knives included as part of the cooking equipment so please do not allow children to open the drawers or containers unsupervised.

Responsibility When Accidents, Theft, Vandalism occurs

You must, where possible:

- Report any traffic accident involving the van to the police (and us) immediately and report loss, damage or theft involving the van to the police (and us) within 24 hours of the incident or discovery of the incident.
- Take the names and addresses of everyone involved, including witnesses, car registration numbers, together with all the details of the accident, time, place, how it came about, damage to vehicles etc. If you have a camera, take photos of the scene.
- Please do not move the vehicle before the police arrive, unless it is in an unsafe position.
- Do not make any admission of liability to other parties, settlement offer or other like offer.
- You acknowledge that the excess or other amount due by you in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period.
- We will not refund the hire charge for any days you lose use of the vehicle due to an accident, theft or vandalism. We cannot accept liability for any costs arising from accident, theft or vandalism e.g. replacement vehicle costs, travel, or accommodation.
- In the event of the theft of the vehicle, the hirer will be liable for the full cost of the vehicle; once a theft has been reported to both Karen's Campervans and the police, a claim will be lodged with the insurers. The keys must be returned to Karen's Campervans. Should the insurer accept the claim and agrees to reimburse Karen's Campervans for the cost of the Vehicle, the liability to the hirer will reduce to the higher of £1000/£1500 of the claim (excess) or higher excess if such higher excess was a condition of the hire. Please note: if the keys are not returned to Karen's Campervans, the insurer will not accept the claim and liability for full cost of the vehicle will remain with the hirer.
- Karen's Campervans shall use endeavours to ensure that any money due back to the hirer is released as quickly as possible, however, third – party claims can take months, or even years to resolve. Karen's Campervans cannot force the destiny of these claims, and the hirer acknowledges that the handling of these claims is up to Karen's Campervans insurers and the third party, whether they be insured or not. Karen's Campervans is entitled to withhold the security deposit until your liability, and the amount of damage or loss has been finally determined.
- Driving by non – named drivers and any late returns of Motorhomes renders the insurance invalid and the driver therefore commits an offence under the road traffic act and will be solely responsible for any damages or personal injuries incurred.

Karen's Campervans agrees to refund any security deposit as soon as reasonably practicable after receiving the final resolution and payment relating to third – party claims. The hirer agrees to provide all reasonable assistance to Karen's Campervans in handling any claim, including all relevant information and attending court to give evidence for any loss of or damage to the vehicle.

Breakdown & Maintenance

In the unlikely event of breakdown, recovery or repair services will be provided. Our campervan has full breakdown cover with RAC. If the vehicle cannot be fixed at roadside, they will give the option to take you to your holiday destination. Should you choose to continue the holiday RAC will then collect the hired vehicle and bring it back Karen's Campervans base. If you incur any minor repair bills we will give you a refund of up to £100 upon production of a valid receipt on the completion of your hire. Repairs costing in excess of £100 must first be authorised by the Hirer prior to the work being undertaken. We cannot accept liability for any costs arising from accident, breakdown or any other cause. Our liability extends to either replacing your campervan with a similar one or refunding your hire charge for any days you lose the total use of the vehicle. If you have broken down you must remain at a safe distance from the vehicle until the Recovery Vehicle arrives. You must not abandon the vehicle at the roadside if you wish to continue your journey with another form of transport. You must hand over the keys to the Recovery Vehicle Driver.

Negligence Damage and Loss

You will be liable to us for all losses and costs incurred by us in the event of loss, damage to or theft of the vehicle, its parts or accessories while on rental if this damage, loss or theft involves deception of the Hirer or another party, or as a result of the keys remaining in the vehicle whilst it is unoccupied, or was caused intentionally by you or your party.

Your liability may include the cost of repairs, loss in value of the vehicle, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the vehicle unless responsibility for the damage lies with us or has been determined by a third party or their insurers to lie with the third party. You will not be liable to us for any charge or excess if the loss or damage is directly due to our negligence or breach of this rental agreement.

Suitable Persons

Karen's Campervans has the right to refuse to hand over the motorhome or campervan on arrival of the hirer to any person who in our opinion is not suitable to take charge of the vehicle, due to any concerns we have of the safety of the vehicle or its travelling party, or other road users. All monies paid to us will be refunded fully to the hirer.

Smoking and vaping

Smoking and vaping is strictly prohibited in or within 5 metres of Karen's Campervans vehicles, a penalty fee of £500 will be imposed for smoking inside or within 5 metres of the vehicle to cover the cost of professional industrial cleaning.

Pets

We will allow well behaved pets in selective campervans. Please make sure to declare intentions to take a pet before booking. All bookings with pets will be charged £50.00 for additional cleaning per hire. Hypoallergenic and non – casting dogs will still be charged as normal.

Any evidence of non-authorized pets will have the fee deducted from there security deposit.

Gas

One gas bottle is provided as part of the vehicle hire. If you need to purchase further more gas during your hire period, the cost will be to your own.

Subject to our obligation to supply the vehicle in good condition, you release Karens Campervans and its staff from any liability (regardless of who is at fault) for any loss or damage incurred by reason of this agreement, including but not limited to:

- Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose.
- Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on our premises or recovered or handled by us.
- Subject to any insurance arrangements agreed with us, you hereby indemnify and shall keep indemnified Karens Campervans and its staff against any claims, demands and expenses (including legal cost) incurred or sustained by you or any of your passengers by reason of your use and/or possession of the Vehicle.

The Entire Agreement

This agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement.

Data Protection

We will collect personal information such as your name, email address, home address, telephone number, bank details. This allows us to book the vehicle and insurance for you. We

may use the information that we collect to occasionally notify you about news and information. If you decide that would rather not receive such information, please contact us by email.

Termination of the Agreement

You acknowledge that Karens Campervans may terminate this agreement and repossess the vehicle at any time, without notification to you, and that you will pay the reasonable costs of repossessing the vehicle, including towing charges if:

- You are in breach of any term of this agreement
- You have obtained the Vehicle through fraud or any other misrepresentation
- The Vehicle appears to be abandoned
- The Vehicle is not returned on the agreed return date or we reasonably believe that the Vehicle will not be returned on the agreed return date
- We consider on reasonable grounds that the safety of passengers or the condition of the Vehicle is endangered. In the event of such termination or repossession, you have no right to a refund of any part of the rental charges or the security deposit.

Contact us

For any queries during your rental please contact: info@karencampervans.co.uk

Agreement to these Terms and Conditions

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Signature of Hirer agreeing to these Terms and Conditions Date