

Bambini Limited – Trading as Camperceilidh Campers: Terms & Conditions

Our standard campervan and motorhome rental terms and conditions apply to all vehicles rented from Bambini Limited Trading as Camperceilidh Campers, (the Company).

1. Your Contract With Us

The Hire Contract is between the hirer (hereafter “you”) and the company (hereafter “us” or “we”). Please read this agreement carefully. If there is anything you do not understand please do not hesitate to contact us for clarification.

2. Booking Confirmation, Charges and Payment

You must pay the standard booking deposit of **£250** to confirm the booking for your rental period.

By paying this deposit, you are accepting these terms and conditions and a binding contract for the hire is created. A booking confirmation will be sent to you reflecting the rental period the rental charge and confirming the deposit for the rental period.

The balance of your rental payment is payable **six** weeks prior to the start date of your hire, or immediately if you book less than six weeks in advance.

Failure to make full payment by the due date will result in your booking being cancelled. In this event your initial deposit of £250 for will be non-refundable.

In entering into this agreement, you accept (a) to pay all charges due in accordance with the terms and conditions of hire and (b) that we are entitled to charge you for payment of any such outstanding charges.

3. Cancellations

It is strongly advised that you take out insurance at the time of entering into the rental contract, against any unavoidable cancellation.

All cancellations must be notified in writing or by e-mail to us. If notification is received more than six weeks before the start of the rental you will be refunded in full, less an administration charge of **£100**.

If notification is received less than six weeks before the start of the rental, all monies paid are non-refundable and you will still be liable for any amounts still due.

However, we will attempt to rehire the campervan and if able to do so, you will be refunded up to a maximum of your total hire (less an administration charge of £100), subject to the amount we are able to rehire the motorhome for.

4. Insurance Provisions

Included in the price of hire is fully comprehensive insurance, covering the campervan or motorhome and its equipment. The insurance is only valid for the driver(s) stated on the rental agreement and for the period of the hire from the specified collection date and time to the specified date and time of return.

It is the responsibility of any driver to inform us of any endorsements or accidents in the last 5 years or still stated on their licence plus any medical conditions or restrictions that may affect

their acceptance for insurance. Failure to adhere to all of the above may invalidate the vehicle insurance and constitute a traffic offence under the Road Traffic Acts 1988 and 2010, causing the driver to be liable to prosecution.

Should the insurance policy become invalidated for any reason, we will hold you responsible for all damage to the vehicle, third party property damage and injuries, and any other related liabilities incurred (including fines).

You will be liable for all costs and expenses incurred for speeding fines, parking fines, congestion charges, or any other offences committed against the Road Traffic Acts or other traffic regulations, and you agree to indemnify the Company from any liability.

All drivers must be aged between **23** and **75** and have held a full licence for at least **2** years with full **manual** (gear shift) driving experience.

All drivers must be present at the time of collection and produce a full clean driving licence (endorsements are acceptable at our insurer's discretion). In the case of a UK card licence, in addition to presenting the card, all drivers must also supply a licence check code obtained through the government [View Driving Licence](http://www.gov.uk/view-driving-licence) website. www.gov.uk/view-driving-licence. Visitors from outside the UK must produce a valid domestic driving licence or international driving licence as well as their passport.

In addition to these licence requirements, two other forms of identity, such as a utility bill and bank statement dated within the last 3 months, confirming proof of address is required.

The standard rental cost includes insurance for up to two drivers. Additional drivers may be added on payment of an additional charge of £40, and sight of additional documentation in line with the primary driver requirements above.

5. Insurance Excess Reduction

Your liability shall not exceed £750 for each and every accident. Note: Damage to Tyres, Waste Pipes/Hoses, Chipped or Replacement Glass and Windscreens during the hire period are at the Hirer's expense. Every effort must be made to prevent damage to tyres, the underside of the vehicles, the bodywork of the vehicles, wing mirrors, tailgates, doors, cycle racks, tow bars and the windscreens by driving at an appropriate speed in a suitable manner for the road conditions. We urge you to take care on small roads to avoid rocks, verges, overhanging trees and to avoid unsuitable road surfaces. Caution is required when using Passing Places and when parking in campsites. Off-road driving is not permitted at any time.

6. Security Deposit

Prior to collecting a vehicle, a security deposit of **£750**, equivalent to the insurance excess, is payable. It must be paid by Bank Transfer, and is to cover the hirer's liability in the event of an accident or any other applicable charges stated in these terms and conditions.

In the event of any charges becoming payable, these will be deducted from the security deposit and a refund given for any remaining balance (in line with section 12).

7. Mileage Restriction

Weekly hires have a mileage limit up to **1500** miles within the UK, mid-week or weekend hires are limited to **500** miles (800 kilometres) for the duration of the hire. Excess mileage above this is charged at the end of the rental at the rate of 30p per mile. We request that you advise your route and anticipated mileage prior to the Hire.

8. Collection and Return Times

Unless otherwise agreed in writing, the Campervan or Motorhome will be available at our collection point at 12 King Roberts Place, Aberdeen, AB23 8FD on the day of collection. The agreed collection time will be between 16:00 hours 20:00 hours and the vehicle must be delivered back to the same location by **10:00 hours on the last day of hire.**

You should allow up to 1 hour for hand-over on collection and upon return to ensure that all checks are carried out pre and post hire. Unauthorised late returns will be charged at the rate of £50 per hour for each hour or part thereof that the campervan is returned late, plus any transport or other costs incurred by us in ensuring its safe return.

9. Fuel, Gas and Daily Maintenance

Fuel is entirely at your expense. The Vehicles will be supplied with a Full Tank of Fuel (Diesel). You must ensure that you use the correct fuel and that the vehicle is returned with a full tank of fuel. Any shortfall will be estimated and charged at current fuel rates together with an additional service charge of £50 for re-fuelling will be deducted from the Security Deposit.

Gas will be supplied with the campervan. If gas needs replenished during the hire, you are responsible for the cost of refilling. It is your responsibility to check basic maintenance items such as engine oil / water / tyre inflation levels on a daily basis and, if necessary, to take appropriate actions to avoid unnecessary damage to the vehicle.

Internal water supplies must also be maintained and checked daily to ensure that the onboard water tanks and hot water tank (if applicable) does not run dry.

Toilette Cassettes should be returned empty and sterilised, failure to do so will result in an additional cleaning Charge (£50) - See 13 Below. Grey Water tanks (from Kitchen and Bathroom Sinks) should also be emptied appropriately.

Instructions will be given at the handover on how to comply with the Environmental Regulations and Country Code on emptying Grey and Black water tanks.

10. Events Beyond Our Control

Unfortunately, events beyond our control (i.e. events which, even with due care, foresight and risk avoidance measures could predict or avoid) may affect our campervan or motorhome availability.

We cannot accept responsibility or pay compensation, costs or expenses where the performance of your contract with us is prevented or affected by events beyond our control.

We cannot be held liable if you otherwise suffer any loss or damage as a result of events beyond our control. However, if you are unable to commence your rental with us as a result of such events, we will offer you the choice of an alternative campervan or motorhome or, if no suitable replacement is available, offer you alternative dates agreeable by both parties.

11. Breakdown and Repairs

Despite regular quality control checks, occasional problems can still arise with the vehicles. In the event of an accident, breakdown or mechanical or technical difficulties, you must inform us immediately on the number provided by voice call. In the event of an accident, the police must be contacted, and we must be informed as soon as possible.

Third party demands are not to be agreed to and no admission of liability should be offered at the scene of the accident. The police report must include the name and address of the people involved as well as any witnesses, along with all vehicle registration details.

Even in the case of minor damage on a Campsite or in a Car Park, you are required to contact us immediately and provide a detailed written report to us outlining the circumstances of the accident or incident, detailing the nature and extent of the damage to both the hired vehicle and/or any other vehicles or property.

Note: If you do not inform us immediately about the need for a repair and if we are not given the opportunity to help find a solution, no compensation will be provided. If you inform us about any vehicle problems after the vehicle has been returned, but without having informed us during the rental period no insurance cover or compensation will be provided, and the hirer will be liability for the cost of the repair.

Small repairs up to £50 (cumulative) can be carried out without our prior notification and will be reimbursed at vehicle drop-off time. For repairs that will cost more than £50 you are required to inform us before repairs take place in order to obtain our approval to proceed (otherwise no repairs will be reimbursed). Repairs can only be reimbursed upon presentation of a receipt.

If the vehicle is out of action due to a mechanical breakdown* (not an accident) for longer than 12 hours, through no fault of yourself, our responsibility is limited to refunding the daily rental rate or portion thereof covering the period from when the fault was initially notified to us until a repair has been completed.

RAC Cover for Mechanical Breakdown is included in the cost of the Hire and these details will be provided at handover.

***Mechanical breakdown:** We do not provide compensation for damage or problems with the following items: radio/CD player, TV, air conditioning, fridge, all appliances such as the oven, water pump, shower and toilet, automatic steps, cruise control and GPS.

12. Additional Responsibilities

You must look after the vehicle and its contents (including any keys) and ensure that it is always locked and all security devices supplied are activated when you are not inside.

You must always protect the vehicle from any adverse weather that may cause damage to the vehicle whether in driving or in camping mode, or result in inappropriate driving conditions. You must drive responsibly and in accordance with the prevailing road and weather conditions. You must respect other drivers and anticipate the need for giving way to oncoming traffic, especially on narrow roads and roads with passing places.

You must respect cyclists, walkers and local residents and be aware of the possibility of farm or wild animals being on or around unfenced roads. Should you have cycles on a tow rack, you must reduce speed to allow for additional breaking distance as a result of the extra weight.

You are responsible for any damage to the vehicle caused by hitting low level objects such as bridges or low branches.

You must not allow anyone to work on the vehicle without our permission (subject to the terms contained within point 10 above regarding minor (<£50) repairs.

You must respect the Country Code and dispose of all your litter responsibly. You must respect the laws of the country you are travelling in with regards to parking on undesignated campsites, land, roads, paths, fields, or other areas not designed for Campervans or Motorhomes.

We shall not be liable for loss or damage to any property left, stored or transported by the hirer or any other person in the vehicle during the period of the rental. You agree to hold us harmless from and indemnify us against all claims based upon or arising out of such damage.

You must not sell, rent, dispose of, or give anyone any legal rights over the vehicle or any of its parts or contents.

13. Return of Security Deposit

The security deposit will normally be returned to you within 10 working days after the end of the hire period provided the campervan or motorhome is returned to us in a satisfactory condition and at the location and date and time agreed. Satisfactory condition includes clean, undamaged, with all tools, accessories and equipment in the same condition as when collected and having been operated in a reasonable manner (see "17. Motorhome Use").

Additional Cleaning charges may be deducted from the security deposit, these include:

- Fridge / Freezer not clean: £25
- Cooker/ Hob / Grill not clean: £25
- Shower / Toilet Compartment not clean: £50
- Toilet cassette / Portapotti not emptied and cleaned: £50

14. Pets

1 small dog is allowed at a cost of £40 per hire period, with our agreement and consent. Talk to us if you have more than one Dog.

15. Smoking

It is not permitted to smoke or vape or allow smoking of any kind in our hired vehicles (even with the windows open). Any infringement will incur a charge of **£100** per hire period.

16. Bed Linen and Towels

Sleeping Bags, Duvets and Pillows are not provided with the campervan as standard. If you require these items please enquire about availability and charges. These can be found in Extras whilst booking or added to you booking afterwards.

17. Motorhome Use

The campervan or motorhome must not be used:

- for hire or reward
- for any illegal purpose
- to propel or tow any other vehicle or trailer
- for racing, pace-making, reliability / speed testing or driver tuition
- by any person under the influence of alcohol or drugs
- to carry a greater number of passengers or baggage than recommended by the motorhome manufacturer, determined by the number of seatbelts.
- on any unsealed or unauthorised roads, in forbidden or restricted areas or on beaches or in salt water
- Travel out with mainland UK (Scotland including her Islands, England and Wales) is prohibited. Travel to Northern Ireland, and Eire (Europe) must be agreed in advance with us. This must be declared, and any additional insurance charge paid in advance
- If you to travel abroad, please obtain our consent.

18. Storage of Hirer's Own Vehicle

Parking may be available free to you for the duration of the hire period at our collection point, at your own risk. Please discuss this with us.

19. Ending the Agreement

We will end this agreement immediately and repossess the vehicle if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you.

We will also end this agreement and repossess the vehicle if you do not meet any of the conditions of this agreement or have obtained the vehicle through fraud or misrepresentation, or the vehicle appears to be abandoned.

If you are a company, we will also end this agreement immediately and repossess the vehicle if you go into liquidation or you call a meeting of creditors.

If we end this agreement, it will not affect our right to receive any money we are owed under the conditions of this agreement.

20. Changes in Terms and Conditions

We reserve the right to alter the rates and conditions at any time. We also reserve the right to refuse or cancel hire to any person without warning or explanation. Additions to, or alterations of, the terms of this agreement shall be null and void unless agreed upon in writing by all concerned parties.

21. Governing Law

This Agreement is covered by the laws of Scotland. Any dispute may be settled in the courts of that country.