

Big Tree Campervans Ltd – Terms & Conditions of Hire

First Issued 24th December 2009. Current version 23rd February 2017

Thank you for making a booking with Big Tree Campervans. As with any rental agreement, there are some important details of the terms and conditions of hire. We have set these out as simply and clearly as we can, and they are important as they form the basis of your contract with Big Tree Campervans. Please read them carefully, and ring us if you have any questions before submitting/signing the Booking Form

1. Definitions

- 1.1 Big Tree Campervans means Big Tree Campervans Ltd (Company Registered Number SC367486), Registered Office at Birch House, Church Lane, Bankfoot, Perthshire PH1 4BD; wherever the words "we", "us" or "our" appear in these Terms and Conditions, this means Big Tree Campervans;
- 1.2 Booking Confirmation means the email we send you (after receiving a completed Booking Form or a phone call from you with the details of your booking) confirming the details of your booking with us, including the dates and times for the collection and return of the Campervan, the confirmed Hire Price and the date before which the balance of the Hire Price must be paid;
- 1.3 Booking Form means the Big Tree Campervans' pro forma booking form available from the Website or upon request from us;
- 1.4 Campervan means any van or other vehicle provided for hire by us in terms of the agreement for hire constituted by these Terms and Conditions and the Booking Form, together with the whole contents, accessories, equipment and all extras provided by us;
- 1.5 Contract means your contract with us comprising these Terms and Conditions and your duly completed Booking Form;
- 1.6 Deposit means a sum equivalent to 25% of the Hire Price;
- 1.7 Driver, Additional Driver means the person(s) named on a Booking Form as the main driver or additional driver of a Campervan;
- 1.8 Hire Period means the period from the collection of a Campervan by you from us until the return of the Campervan to us;
- 1.9 Hire Price means the total price payable for the hire of the Campervan for the Hire Period;
- 1.10 Insurance Policy means the insurance policy maintained by us for the purpose of providing insurance cover to persons hiring Campervans, the details of the policy are available from us;
- 1.11 Security Deposit means the sum of £750 payable before the start of any Hire Period;
- 1.12 Terms and Conditions means these terms and conditions, as may be amended in writing between the parties from time to time;
- 1.13 Website means our website at www.bigtreecampervans.com; and
- 1.14 You means the person completing, signing and returning the Booking Form, or giving booking details by phone.

2. Your Contract with Big Tree Campervans

- 2.1. Your Contract will come into effect 48 hours after we send you the Booking Confirmation, unless you contact us to advise of an incorrect statement in the Booking Confirmation, in which case your Contract will come into effect 48 hours after we send you a revised Booking Confirmation.
- 2.2. Once the contract is in place, the Cancellation policy (section 4) applies.
- 2.3. If you breach any of the provisions of the Contract, we reserve the right to terminate the Contract with immediate effect without prejudice to any right of action we may have against you in respect of your breach.

3. Booking a Campervan

- 3.1. In order to book a Campervan with us, you must complete a Booking Form (available from the Website or available in hard copy on request) or telephone us to give us the required details.
- 3.2. We have a number of different campervans with slightly different specifications. We will make sure that the campervan you have, can seat and sleep, the number of people you have listed on the Booking Form. We often need to change campervans between different customers, often at short notice, and therefore we cannot guarantee the exact campervan that you will be in, even if it is apparently indicated as such on our Availability Calendar.
- 3.3. Your Deposit is due within 7 days of the date we send you the Booking Confirmation. If we do not receive your Deposit within this 7-day period, we reserve the right to cancel your booking.
- 3.4. The balance of the Hire Price must be paid a minimum of 6 weeks before the start of your Hire Period. 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 your Deposit. If the start of your Hire Period is less than 6 weeks from the date we send you the Booking Confirmation, the whole of the Hire Price is payable within 7 days of the date we send you the Booking Confirmation. If the start of the Hire Period is less than 7 days from the date we send you the Booking Confirmation, the whole of the Hire Price is payable on or before the start of Hire Period.
- 3.5. We can accept payment by most major Debit and Credit Cards (please ask if you have any doubt whether we accept your Card). If paying by Debit or Credit Card, you authorise us to take payments from your Card. If you are paying by Credit Card, to cover banking costs, we may an additional charge to cover the bank charges we will incur from such payment, but this will be no more than 8% of the Hire Price. We accept payment by cheque, but only if received a minimum of 10 days before the date on which payment is due (unless the payment relates only to the payment of the Deposit, in which case we need only receive your cheque within 7 days of the date we send you the Booking Confirmation e-mail). We accept payment by cash.

4. Cancellation Policy

- 4.1. Once your contract is in place (see section 2), this cancellation policy applies. To cancel you booking, you should ideally ring us to discuss, and then follow this up in writing (email or letter) to confirm.
- 4.2. If you cancel your booking with us, the following charges will apply:-
 - 4.2.1. If you cancel more than 6 weeks before the start of your Hire Period, we will charge you 25% of the Hire Price;
 - 4.2.2. If you cancel more than 4 weeks but less than 6 weeks before the start of your Hire Period, we will charge you 75% of the Hire Price; and
 - 4.2.3. If you cancel less than 4 weeks before the start of your Hire Period, we will charge you 100% of the Hire Price.
 - 4.2.4. The cancellation charges apply even if you have not yet paid the deposit.
- 4.3. If we cancel your booking with us for any reason other than:-
 - 4.2.1 a breach by you of your Contract with us in accordance with Condition 2.3; or
 - 4.2.2 an issue with your driving licence(s) as set out in Condition 4.4;then you will be entitled to a full refund of all sums paid to us. However, as detailed in Condition 13.2 below, we shall have no other liability to you.
- 4.4. We reserve the right to cancel your booking with us if, upon presentation of the Driver and/or Additional Driver's driving licences to us, the driving licence(s) is/are invalid or do not correspond with the details noted on the Booking Form, and we shall be entitled to charge you the whole of the Hire Price.

5. Insurance

- 5.1 For the full duration of the hire, in the event if any accident, damage or any reportable event, Big Tree Campervans Ltd's self-drive hire policy has the sole responsibility for any and all claims.

- 5.2 The Hire Price includes comprehensive insurance. Please note that you are not covered for:
- 5.1.1 any claim where the Campervan was being used in contravention of these T&S;
 - 5.1.2 theft where the keys were left in the unoccupied Campervan;
 - 5.1.3 damage to tyres by punctures or bursts;
 - 5.1.4 damage to the windscreen or windows (if this is the only damage suffered);
 - 5.1.5 damage caused to the Campervan by driving under height restricted barriers;
 - 5.1.6 damage to the inside of the Campervan, e.g. stains on or damage to the upholstery, marking the storage units, breakages to locks or catches, light fittings etc; or
 - 5.1.7 costs of replacing any keys which are lost, stolen or locked in the vehicle (including any costs of delivering the keys to you if the Campervan is out on hire).
- 5.3 In the event that you cause damage to a third party which is not covered by the Insurance Policy as a result of any of the exclusions (whether in the Insurance Policy or listed above), then you will be liable for any amounts payable to such third party.
- 5.4 In the event that you cause damage to the Campervan which is not covered by the Insurance Policy as a result of any of the exclusions (whether in the Insurance Policy or listed 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 Campervan, and the amount of revenue we lose in respect of future bookings already secured in respect of such Campervan at the date on which we become aware of the damage to the Campervan.
- 5.5 If you wish, you can take out a Windscreen and Tyres Reducer, which (for the charge listed on the website at the time of booking) will mean that you are not liable for any damage to windscreens or tyres for the duration of your Hire Period.
- 5.6 A damage excess of £750 applies to all claims, ie you are responsible for paying the first £750 of all claims, and this will normally be taken from your security deposit (see Condition 8 – Security Deposit).
- 5.7 If you wish, you can take out a Damage Excess Reducer, which (for the charge listed on the website at the time of booking) will reduce this excess to only £200, i.e. for the duration of your Hire Period, you would only be responsible for paying the first £200 of all claims for any damage to the campervan.
- 5.8 The insurance applies to the agreed Hire Period – if you return the vehicle late you will not be insured. If this happens, you must ring us and we may be able to arrange extension to the insurance cover, but a fee of £25 will be charged, plus any additional premium if levied by the insurance company.
- 5.8 The Insurance Policy does not provide cover of any sort for your own personal property – we recommend you take out your own travel insurance.

6. Drivers

- 6.1. Only the person(s) named as the Driver and Additional Driver(s) on the Booking Form may drive the Campervan.
- 6.2. The terms of our Insurance Policy restrict the hire of Campervans to certain categories of person. While cover can usually be arranged under our Insurance Policy, this must be arranged in advance and you must let us know when you submit the Booking Form if you or any Additional Driver :-
- 6.2.1. are under 24 or over 70 years of age;
 - 6.2.2. have held a full driving licence valid in the United Kingdom, EU, Australia, New Zealand, Canada or USA for less than 24 months;
 - 6.2.3. have been convicted of an offence in connection with driving of a motor vehicle or motorcycle and/or have had their driving licence endorsed or suspended or penalty points imposed (but please note that parking offences, "spent" convictions under the Rehabilitation of Offenders Act 1974 & not more than two speeding offences in the past 3 years may be disregarded);

- 6.2.4. suffer from any mental or physical defect or infirmity or from fits, diabetes or any heart complaint;
 - 6.2.5. 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.
 - 6.2.6. are engaged wholly or partly in professional entertainment or are professional sports persons.
 - 6.2.7. are connected with racing of any sort (including horseracing);
 - 6.2.8. have been involved in more than one accident whilst driving during the past 3 years; or
 - 6.2.9. are foreign service personnel other than persons born in the United Kingdom.
- 6.3 Before the start of your Hire Period, further Additional Drivers may be added to your booking at a cost per driver per day – the website will have the up to date pricing. A maximum of 3 Additional Drivers may be permitted to drive your Campervan. If you want an Additional Driver added to your booking at any time during your Hire Period, we reserve the right to make an additional charge for this.

7. Collecting Your Campervan

- 7.1 We will advise in the Booking Confirmation when and where your Campervan can be collected. Collection times will normally be 10.00am, and return times 5.30pm. We always aim to be as flexible as possible with the collections and return times. If there are times outside of the 10.00am – 5.30pm which you would prefer, please inform us on the Booking Form's 'Extra Information' section, and provided that they do not conflict with the timing of other bookings, we will do our best to accommodate your request.
- 7.2 While we will always seek to avoid doing so, we reserve the right to change the time of collection at any time up until 48 hours prior to the date of commencement of your Hire Period.
- 7.3 You can park your car free of charge at our premises for the duration of your Hire Period. Any car left at our premises is left entirely at your own risk and we accept no liability for any loss or damage suffered to any car or its contents.
- 7.4 If you are late in collecting your Campervan from us, you will not be entitled to either a refund of any sums paid to us or an extension to your Hire Period. If you have not collected your Campervan from us within 24 hours of the time noted in the Booking Confirmation 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 Condition 4.2.3 above, 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.
- 7.5 When collecting your Campervan, you should allow a period of 40 to 50 minutes for collection to allow us to show you around your Campervan, and for you to transfer your belongings to the Campervan.

8. Security Deposit

- 8.1. When you collect the Campervan we will take a Security Deposit from you. We will do this by taking your Credit Card details, and by providing these you are authorising us to process payment of the Security Deposit at any time during the Hire Period or the 14 days following the end of the Hire Period, or for longer if there is any on-going discussion about costs associated with your Hire Period
- 8.2. You authorise Big Tree Campervans to deduct from the Security Deposit any amount payable to us under these Terms and Conditions in relation to any damage, breakage or other costs incurred as a result of any breach of these Terms and Conditions or as a result of your negligent act or omission.
- 8.3. Your Security Deposit will be refunded in full if your Campervan is returned:-
 - 8.3.1. on time;
 - 8.3.2. undamaged and in neat, clean and tidy condition;
 - 8.3.3. with a full tank of the appropriate fuel

- 8.3.4. with all kitchen equipment, additional hired equipment/extras undamaged;
 - 8.3.5. with the Porta-Potti empty and clean (if hired);
 - 8.3.6. without any fines, penalties, charges or unpaid road or bridge tolls having been incurred.
- 8.4 The charges applicable to Condition 8.3 are shown in Condition 12 below.
- 8.5 We will not be liable for any fines, penalties, charges, costs or unpaid road or bridge tolls incurred during your Hire Period, 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 by deducting this from your Credit Card, together with a £25 administration charge.
- 8.6 If the costs due to us by you, or the loss or damage suffered by us as a result of any breach by you of these Terms and Conditions, is greater than the amount of the Security Deposit, then we shall retain the whole of the Security Deposit and seek an additional payment from you for the balance of the amount owed to us.

9. Using Your Big Tree Campervan

- 9.1. During your Hire Period you must:-
- 9.1.1. take all reasonable steps to keep the Campervan in good, neat and tidy condition and well and properly maintained;
 - 9.1.2. keep the Campervan within Scotland, England and Wales unless you have obtained written permission from us prior to the Hire Period;
 - 9.1.3. drive safely and responsibly and ensure that the Campervan is under your control at all times;
 - 9.1.4. check the tyre pressure, oil and water levels at least once a week and contact us immediately if any warning lights or indicators come on;
 - 9.1.5. drive only on surfaced roads, with the exception of campsite fields/camping areas. When driving the Campervan other than on a surfaced road, you must take great care to ensure that you remain in control of the Campervan and ensure that the ground you are driving on is suitable and will not cause damage to the Campervan; and
 - 9.1.6. use only the correct fuel for the Campervan.
- 9.2. During your Hire Period you must not:-
- 9.2.1. operate, drive or use the Campervan in any way which would or might violate the terms of your Contract with us;
 - 9.2.2. drive recklessly, dangerously or without due care and attention;
 - 9.2.3. overload the Campervan beyond its reasonable loading capacity;
 - 9.2.4. smoke or allow anyone else to smoke in the Campervan or the Awning if hired;
 - 9.2.5. engage in any form of racing, rallying or motorsport of any kind;
 - 9.2.6. leave the Campervan unlocked whilst unattended;
 - 9.2.7. tow any trailer caravan or any other item or vehicle unless you have specifically agreed this in writing with us prior to the Hire Period;
 - 9.2.8. Commit any breach of any UK law, whether relating to road traffic or otherwise, in the Campervan; or
 - 9.2.9. allow any pets or animals to enter the Campervan unless you have specifically agreed this in writing with us prior to the Hire Period.

10. Breakdowns

- 10.1. Included within your Hire Price is a comprehensive Roadside Breakdown cover. If the Campervan breaks down during your Hire Period, you should contact the Breakdown Company on the numbers provided in the Roadside Breakdown documents which are in your Campervan. In the event of a breakdown, you must also contact us as soon as possible so we know what is happening and can establish whether we can help.
- 10.2. You can use the Roadside Breakdown cover to help repair/replace a damaged/punctured tyre, or the windscreen of the Campervan. However, you are liable for the full cost of any damage to the windscreen (including the cost of any replacement) and the cost of tyre damage or punctures (including the cost of replacing any tyres).
- 10.3. You are authorised to instruct repairs to the Campervan and the purchase replacement of parts up to a max cost of £100. In the event that you do instruct any repairs or replacement parts, you should obtain a receipt, and we will refund this to you at the end of the hire. If you do not keep a receipt, we reserve the right to refuse the reimbursement of any costs incurred by you. Repairs or replacement parts in excess of £100 must be approved by us before the work is undertaken or the parts ordered. We will not reimburse any costs incurred in excess of £100 unless prior approval is obtained.
- 10.4. If the Campervan suffers a breakdown and cannot be repaired or made roadworthy within a period of 24 hours, we will try our best to make an alternative Campervan available to you. However, this may not always be possible and we cannot guarantee that a replacement Campervan will be available. In the event that we are unable to supply a replacement Campervan, we will reimburse the cost of each day's hire charge for each day's full loss of hire, unless we in our sole discretion consider that your act or omission has caused the breakdown.

11. If you have an accident or damage the Campervan

- 11.1. If you are involved in an accident involving the Campervan, you must:-
 - 11.1.1. not admit guilt or liability or do/say anything which may be treated as an admission of guilt or liability;
 - 11.1.2. take a record of the names, addresses and (as appropriate) insurance details of all 3rd parties involved and any witnesses;
 - 11.1.3. notify the police if there is any damage or injury to property, people or animals;
 - 11.1.4. complete the Accident Report form supplied with the Campervan, including sketches and photographs if possible;
 - 11.1.5. contact us as soon as possible so we know what is happening & can establish whether we can help;
 - 11.1.6. not abandon the Campervan without taking all reasonable steps to prevent any further damage or loss;
 - 11.1.7. not drive the Campervan without our permission;
 - 11.1.8. return the fully completed accident report form to us when you return the Campervan; and
 - 11.1.9. in accordance with Condition 5.4, pay the excess due under the Insurance Policy to us.
- 11.2. If the Campervan cannot be repaired or made roadworthy within a period of 24 hours, we will try our best to make an alternative Campervan available to you, unless we in our sole discretion consider that your act or omission has caused the accident. However, this may not always be possible and we cannot guarantee that a replacement Campervan will be available. We will not refund any of the Hire Price, or other ancillary charges, if we are unable to provide you with a replacement Campervan, even if it shown either at the time, or subsequently that the liability for the accident was not yours.
- 11.3. If you damage the Campervan in any way (for example, smash a headlight, break an interior door handle, or break the tap fitting), it is very important that you contact us as soon as possible to let us know. This is particularly important to allow us to help you fix the problem if possible and also if we need to order any replacement parts for re-fitting on the day you return the Campervan at the end of your hire so it is ready for use again.

12. Returning your Campervan

- 12.1. We will advise in the Booking Confirmation when and where your Campervan must be returned. Returning the Campervan to us on time is really important as we often work to tight turnaround schedules. If you believe that you might not be able to return the Campervan to us at the specified time, you must let us know as soon as possible.
- 12.2. We reserve the right to levy the following charges, by deduction from your Security Deposit or otherwise:-
- 12.2.1. £50 if you return the Campervan between 1 and 2 hours late, and a full daily hire rate if you return the Campervan more than 2 hours late;
 - 12.2.2. a £25 charge for additional insurance costs in the event that you return the Campervan more than 1 hour late;
 - 12.2.3. If fuel tank is not returned full, a £30 service charge will apply, plus the following charges: fuel tank empty (£120); 25% full (£90); 50% full (£60); 75% full (£30).
 - 12.2.4. £50 Porta-Potti emptying charge if the Porta-Potti is not returned empty and clean; and
 - 12.2.5. £50 cleaning charge if the Campervan interior is dirty/soiled. This charge shall be applied at our sole discretion, subject always to an obligation on us to act reasonably.
 - 12.2.6. £100 if we believe you have smoked or allow anyone else to smoke in the Campervan or the Awning if hired.

13. Liability

- 13.1. 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.
- 13.2. 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 Campervan.

14. Title/Ownership of the Campervan

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

15. Value Added Tax (VAT)

The Hire Price and the price of any additional items, as stated in the Booking Confirmation is inclusive of Value Added Tax.

- 16. Data Protection** - we value your custom and value your privacy, and because of that we will not pass on any of your details to any third parties. There may be some information such as some of our special offers which, if we think would be of real interest to you, we'll send to you ourselves. If you'd prefer not to receive any information like this from us, simply email us and let us know.

17. Law of Scotland to apply

The Contract and these Terms and Conditions shall be governed by the and in accordance with Scots law. You agree to the non-exclusive jurisdiction of the Scottish courts in relation to all matters arising under this Contract.