

HAVEN TOURERS LTD - TERMS AND CONDITIONS

CUSTOMER INFORMATION

Haven Tourers Ltd. will not accept bookings from all male or female groups unless specifically agreed in advance and in writing.

It is not permitted to take any of our vehicles to certain music festivals or sports events unless specifically agreed in advance and in writing.

The Adventure Defenders are not to be taken out with Scotland and going off-road is strictly prohibited.

BOOKING

Booking can be made in person, by telephone or online. Bookings will be held for up to 5 days until a deposit of £200 per week of hire is paid and this sum will be deducted from the remaining balance.

If your collection date is less than two weeks from the time of booking then the full balance will be due.

Deposits can be paid securely by credit or debit card or by BACS transfer.

Once the deposit is received a confirmation message will be sent to the person making the reservation.

The remaining balance is due two weeks prior to the beginning of the hire and an invoice will be sent on receipt of the payment.

CANCELLATIONS BY CUSTOMER

All cancellations must be made in writing.

Deposits are not refundable, but with our agreement, may be deferred to another reservation.

Bookings cancelled within the six weeks period leading up to the date of hire will result in the booking deposit being forfeited.

Customers are advised to obtain holiday insurance with cancellation cover to avoid such losses.

COVID GUARANTEE

Due to the Coronavirus Pandemic in 2020 and 2021, we offer a Covid Guarantee to our customers for their reassurance. If Government travel restrictions are imposed that make your holiday impossible, we will issue you a full refund (including your deposit).

CANCELLATIONS BY HAVEN TOURERS LTD

Haven Tourers Ltd may cancel a booking, if at the time of collection, the named drivers' licences are invalid or do not comply with information previously given. In these circumstances the total hire charge will be forfeited.

In the event of a vehicle booked by a customer becoming unavailable due to collision damage, breakdown, theft or other circumstances beyond the control of the company, Haven Tourers Ltd will seek to obtain a replacement vehicle of the same size and similar specification. It should be noted that at peak holiday times this may not be possible and all money paid will be immediately refunded.

Haven Tourers Ltd will not be responsible for additional costs incurred by the customer e.g. campsites, ferry charges etc.

Haven Tourers Ltd reserve the right to refuse collection of the vehicle to anyone who, in the opinion of the company, is not suitable to be responsible for the vehicle with regard to the safety of the occupants, vehicle and other road users.

All money paid will be immediately refunded and the company will not be responsible for additional costs incurred by the customer e.g. campsites, ferry charges etc.

BEGINNING AND END OF HIRE

Collection times are 1100 and 1200 (depending which vehicle you have hired) however these may be subject to change if the vehicle is ready earlier or is delayed for any reason. Return time is 1600 hours on the specified date.

It is likely the vehicle will be on hire the next day, so it is essential it is returned on time.

Late returns will incur a charge of £50 per hour and part hour which will be deducted from the damage deposit. In the event of Haven Tourers Ltd becoming liable to compensate the next customer, then these costs will be passed to the hirer.

The times and dates of the rental agreement contract must be strictly complied with. Late returns invalidate the insurance cover and the driver will commit a motoring offence and become wholly responsible for any damages and personal injuries.

No refund is given for the early return of the vehicle.

For shorter hires, out with peak periods, other days and times may be available.

There is a mileage excess of 150 mile per night's hire or 1000 miles per week and a surcharge of 20p per mile will be charged for mileage in excess of these limits.

At collection time customers should allow up to an hour to be provided with an essential detailed introduction and overview of the vehicle and its facilities.

Free parking is available for one car (at owner's risk) at our storage site for the duration of the hire.

DRIVING LICENCES

The vehicles can only be driven by the hirer or other permitted driver who has completed and signed the rental agreement. Insurance is subject to the following conditions –

- Drivers must be 25 years of age or over and under 79.
- Have held a full driving licence for a least 2 years.
- Have not had their licence suspended for any period within the last three years.
- Have been involved in more than two incidents in the last three years.
- Has not obtained a Disqualified Driver (BA), Dangerous/Reckless Driving (DD) or Theft/ Unauthorised Taking (UT) conviction.
- Has no more than 6 penalty points (from two convictions with a maximum of 3 points per conviction).
- Production at the time of collection of the photocard Driving Licence for all named drivers.
- Production at the time of collection of two forms of identity by all named drivers. One must be
 a full driving licence and the other one, ideally a valid passport.
- Production at the time of collection of one utility bill AND a bank statement, credit card statement or council tax bill all dated within three months of the hire, and displaying the same address as that on the driving licence.

Drivers with convictions which have resulted in a period of disqualification, or, whose licence was endorsed with six penalty points or more by a court may be covered by our insurance but will incur additional excess charges. In these circumstances enquiry must be made with the company prior to making any booking.

Customers will be asked to provide information to allow driving licence checks to be made with DVLA by Haven Tourers Ltd. These checks are made at the time of booking to ensure eligibility to drive the vehicle and around two weeks prior to the beginning of the hire to ensure compliance with the insurance requirements is maintained.

If the information found does not match that provided by the driver(s) or circumstances indicate the driver(s) is not eligible or can comply with the insurance requirements, then the booking will be cancelled and all hire costs forfeited. Haven Tourers Ltd will not be responsible for additional costs incurred by the customer eg. campsites, ferry charges etc.

INSURANCE & DAMAGE

The vehicles are comprehensively insured for the period of hire only and for the named driver(s).

An insurance excess charge is payable by the hirer in the event of a claim on our insurance for serious damage incurred. Accidental damage to the exterior of the vehicle such as bumps, scratches, dents or panel breakages or to the interior, including stains and marks on the upholstery, is not covered by insurance and will be charged to the hirer.

Damage to tyres, windows and windscreens and the loss of keys are not covered by the insurance and hirers are liable for any repair or replacement costs.

If such loss or damage, or the subsequent repairs, result in the cancellation of the following hire then the hire rate for that particular vehicle will be charged to the hirer responsible.

The loss, theft or damage of personal property is not covered by the hire insurance policy and customers should consider obtaining personal or travel insurance cover.

In addition, a damage deposit of £1000 (or £1500 for two drivers) will be placed on retention on a credit/debit card prior to the beginning of the rental period. This deposit may be increased depending on a range of circumstances e.g. number and ages of drivers. The reasons for any increase will be explained and discussed with the hirer at the time of booking.

The damage deposit will be retained in part, or in full, if the vehicle is found to have sustained damage. Any refund of the deposit may take longer if quotes are required for any damage caused during the hire period.

At the discretion of Haven Tourers, damage may be paid by other means, e.g. bank transfer, rather than the card used for the damage deposit. However this must be paid at the time it is incurred and will be invoiced as appropriate, based on a quote received from a Haven Tourers approved workshop. It is not acceptable for the hirer to make enquiry with workshops regarding damage or to negotiate their own terms. In these circumstances, the damage deposit will remain active until the damage invoice is settled in full.

COLLISION OR BREAKDOWN

A breakdown and recovery service is available for the vehicles and contact details are in the handbook.

Haven Tourers Ltd authorise customers to spend £100 on necessary repairs and/or parts. Any repair or part costing more than £100 requires authorisation by the company.

Customers will be refunded the costs of parts or repairs on production of a valid VAT receipt.

Haven Tourers Ltd will not accept responsibility for replacement or hire vehicle costs, travel or accommodation costs or any other claim following a collision or breakdown.

TECHNICAL SUPPORT

Technical support is available 24/7, hirers are advised that if they have any issues we will endeavour to rectify any glitches over the phone free of charge. If telephone consultations are unsuccessful, in certain circumstances we may be able to travel to assist in person. Please note, if you require a call-out in person, and subsequently the issue is found to be operator-error you will be charged an hourly rate.

DOGS

Well behaved dogs are welcome. Due to the equipment we provide, there is no room for dogs in the rear, they must travel in the cab suitably secured in a crate or harness tether, as per road traffic current guidelines. Hirers must ensure the dog is crated when unattended in the vehicle to prevent chewing or damage to the interior. Any hairs and dirt must be cleaned up as appropriate.

HIRERS RESPONSIBILITIES

WHAT YOU SHOULD DO

On collection of the vehicle ensure it, and the fittings, are undamaged and free from defects other than specified and agreed by you and Haven Tourers Ltd.

Be responsible for the vehicle and keys and ensure it is locked when not in use.

When re-fuelling, ensure that only diesel fuel is used and accept liability for any wrong fuel costs and overhead damage to the vehicle resulting from collisions with objects.

Accept responsibility for any offences or fines (including parking tickets) that arise during the hire period.

Only carry the number of passengers allowed by the seating capacity and not permit overloading of the vehicle.

Ensure that there are not more occupants sleeping in the vehicle that exceeds the designated berths.

Immediately contact Haven Tourers Ltd. on the telephone numbers provided if there is a fault with the vehicle, breakdown or involvement in a collision.

Return the vehicle on time to the location it was collected otherwise a charge of £50 per hour or part hour will be added.

Ensure the vehicle has a full tank of fuel on return. The cost of re-fuelling plus a penalty of £50 will be charged to the hirer.

Bring the vehicle back in the same condition as when collected with the interior, fittings and appliances clean. If the vehicle is deemed not suitable for habitation and requires more than our normal level of cleaning then a charge of £50 will be incurred and will be deducted from the damage deposit.

WHAT YOU SHOULD NOT DO

Carry passengers or goods for hire or reward.

Tow any trailer or vehicle behind the vehicle unless specifically agreed in advance and in writing.

Remove the vehicle from the United Kingdom or Republic of Ireland without consent from Haven Tourers Ltd.

Drive the vehicle off road or on ground unsuitable for use by a motor vehicle, insurance will be invalidated in such instances. The hirer is responsible for the costs of recovery from such ground.

Exceed mileage limits otherwise a charge of 20p per mile will be incurred.

Smoke, or allow any person to smoke, within the vehicle. If it is believed person(s) have been smoking within the vehicle then a penalty of £100 will be applied and part, or all, of the deposit will be retained to cover the cost of any additional cleaning or repairs caused by smoking.

Allow any animal or pet to cause excessive mess to the vehicle, in this instance it may be subject to a deep clean process and part of, or all, of the damage deposit may be retained.

Leave dogs unattended in the vehicle without being crated. Travel dogs loose in the vehicle.

Haven Tourers Ltd reserve the right to vary the terms and conditions of hire at any time and to decline hiring to any person at any time without reason and includes the right to change vehicles when necessary.

I have read & understood the terms and conditions of hire -

| Signed | Main Driver |
|--------|--------------------------------|
| Print | Main Driver |
| Signed | Additional Driver |
| Print | Additional Driver |
| Signed | On behalf of Haven Tourers Ltd |
| Print | On behalf of Haven Tourers Ltd |
| Date | |

HAVEN TOURERS LTD - PRIVACY POLICY AND STATEMENT

Haven Tourers ("We") are committed to protecting and respecting your privacy.

This policy (together with our Terms & Conditions and any other documents referred to therein) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. For collecting data covered by The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) the Data Controller is **Haven Tourers**.

What information does Haven Tourers collect about me when I make a booking?

For bookings we ask for your: Name, email address, home addresses, phone number, number of people in your group, ages of children, details concerning your driving licence & credit/debit card details.

What is the information used for?

We use this information to communicate with you about your booking. This information is stored in a secure data base. All the information taken at the time of booking is collected for the purpose of processing your booking.

How are off-line payments processed?

Credit or debit card transactions for deposits and balance payments are paid by BACS, a central payment network owned and operated by the 16 major UK Clearing Banks and building societies that make up the membership organisation.

Damage deposits are processed through Paymentsense to enable an efficient handling of any transactions required, should the vehicle incur any damage while in your care.

Who has access to my data?

Only employees of Haven Tourers. We will never give your data to third parties.

How long will you keep my information?

We are legally required to keep records of financial transactions for seven years for accountancy and audit purposes. The information you provide at the time of booking is held indefinitely on our system to assist future bookings, however your credit/debit card details are destroyed at the end of your hire.

What if I wish the data to be removed?

The right to be forgotten - at your written request, we will remove all your data