

## Terms & Conditions

Version 1 01.02.2018

**Please read the following terms and conditions carefully as they form the basis of your contract with us. This is a legal document and you will sign to acknowledge that you have read and agree to comply with these terms and conditions when you collect your vehicle. We have tried to make these as clear as possible but please ask if you are unclear on any of the points and prior to committing to your booking.**

This Agreement will take effect on the first date of hire when the Hirer takes full possession and control of the vehicle.

Definitions: 'I', 'me' and 'my' refers jointly and severally to the person or persons who are the Customer(s) or Hirer of the campervan.

'Owner', 'we' and 'our' will refer jointly and severally to the owner or owners of the hired vehicle applicable to this Agreement, to any Bank, Loan Company, Financial Lending Company or other similar entity who have full or part title to the vehicle. Highland Coastal Campers Ltd will be regarded as the broker or agent between the Hirer and the Owner of the campervan. Highland Coastal Campers will process all payments and return monies due from the hire. 'Customer', 'Hirer', 'Driver', or 'Other Driver' (whether authorised or otherwise), means the person or persons nominated as the hirer or any other driver under the heading 'Hire Details' on the Notification of a Hired Vehicle document attached to this Agreement. The 'Hirer' is the person who signs their name at the end of this Agreement.

'Standard Equipment' will be notified on the price page on [www.highlandcoastalcampers.com](http://www.highlandcoastalcampers.com). Any equipment that has a charge specified for its use will not be considered as standard equipment. 'Rental period' or 'hire period' or 'period of hire' means the full period of time, between the time and date that the Hirer takes possession of the vehicle and the time and date of its return to the Highland Coastal Campers Ltd including any period of time exceeded by the Hirer, during which time the Hirer is responsible for all Terms and Conditions contained in this Agreement. 'Vehicle' means the vehicle subject to this agreement of hire between Highland Coastal Campers Ltd and Hirer (or substitute under the terms and conditions of this Agreement) and the vehicle recorded on this agreement (by Vehicle Registration Mark) and will mean the vehicle subject to and agreed between the Owner and Hirer for the Hire Period agreed and will include the entire vehicle, all tyres, wheels, windows, windscreens, all vehicle tools, all equipment supplied with the vehicle including all standard equipment, any accessories (whether at an additional charge to the Hirer or not), all and any other components or articles supplied with the vehicle. 'Security Deposit' means the deposit that will be required to be paid before the start date of hire to protect Highland Coastal Campers Ltd from any inconvenience or costs associated with the rental. 'Insurable Event' will mean any event or circumstance that is required under the Terms and Conditions of the Hire Insurance Company. "Normal 'used' condition" will refer to any condition that will require up to a maximum of one hours cleaning for the exterior of the vehicle, and one hours cleaning for the interior of the vehicle, by an independent outside contractor. 'Hire' means the agreed use of the vehicle for a specified time between Highland Coastal Campers Ltd and the hirer of the vehicle.

This 'Agreement' means the 'Rental Agreement', the 'Terms and Conditions of Hire', the 'Motor Rental Agreement' or referred to herein as the 'Terms and Conditions of campervan Hire', all as defined by UK Law applicable to a hired motor vehicle.

- 1. Security Deposit:** I authorise Highland Coastal Campers Ltd to deduct the sum of £750 as a Security Deposit from my credit card/debit card account for either the full duration of my hire period of the vehicle or until the vehicle is repaired to a condition that is satisfactory to the owner/registered keeper, without any time limits being imposed. A surcharge is payable on card payments due to bank charges. If preferred you can pay directly to our bank account or by cheque 2 weeks before your due date and this will be cashed. The vehicle will not be released until we have the security deposit funds.
- 2. Delivery and Return of the Vehicle:** I acknowledge having received the Vehicle in a clean condition and in sound and safe working order and with a full tank of fuel. Any existing damage to the vehicle will be recorded on the vehicle check document and will be signed by both the owner and Hirer and will constitute a full agreement of any damage to the vehicle prior to the period of hire to which this document applies. The vehicle will be returned with the fuel that was recorded at the start time of hire or penalty charges (outlined in this document) will apply and I will return the vehicle in a clean condition, on the return date and time recorded otherwise I will be subject to any penalties (contained in this agreement document).
- 3. Drivers:** While driving the vehicle to which this document applies, I will A. abide by all of the driving laws applicable to the Country that I am driving in, B. Agree to all of the Terms and Conditions contained in this Terms and Conditions document, and confirm that I am fully authorised to drive this vehicle, subject to all of the conditions outlined at Condition number 26 herein. If any of the stated conditions do not apply or if I am not covered by the hire vehicle insurance policy, I will be fully liable for all

Highland Coastal Campers Ltd, Greenfields, Nairnside, Inverness, IV2 5BT.  
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and any responsibilities and liabilities to me, as driver of this hired vehicle. No person shall drive or be in control of this hired vehicle unless they are authorised by Highland Coastal Campers Ltd and have read and signed this full Terms and Conditions document.

- 4. **Loss of Vehicle prior to Hire Period:** I acknowledge that Highland Coastal Campers Ltd will refund to me all monies and will have no obligation to provide a replacement vehicle if any vehicle is not returned to them prior to the start date of my period of hire for that vehicle, or Highland Coastal Campers Ltd cease to have the use of any vehicle prior to the last hire return date for any reason whatsoever e.g. accident, damage, weather, theft or any unforeseen event or circumstance. Highland Coastal Campers Ltd will have no obligation whatsoever with regards to campsites booked, events booked, travel booked, or any other.
- 5. **Rental and Other Charges:** I will pay Highland Coastal Campers Ltd (a). All Hire charges (including all cancellation policy charges recorded in this document, and all balances due before the set limits imposed in this contract, i.e. before 4 weeks I will pay the balance due.
- 6. **Penalties:** I will be liable for the following penalties due to the hiring of the vehicle recorded herein, when applicable to my period of hire of the vehicle: (a) Cleaning Fee (up to £150.00) will apply if the vehicle is not returned with the interior/exterior in a "normal used condition" (Note: 'normal used condition' is defined as 'any condition that will normally require only one hour cleaning for both the interior and exterior of the vehicle"). For every hour, and part of an hour required for any additional cleaning time required to bring the vehicle up to the condition that it was hired out, then a charge of £25 per hour will be chargeable to the hirer (to a maximum of 5 hours). Invoices will not apply to this penalty. (b) Toilets: A penalty of £100 will be charged if the toilet and waste water tank are not emptied prior to the return of the vehicle. (c) Smokers: Any evidence of any smoking within the interior of the vehicle on its return to base (including owners sense of smell - regardless of physical evidence), will attract a penalty of £100. (d) Pets are not allowed without prior authorisation. (e) Late return of vehicle: There will be a penalty of £40 per hour or part of an hour, for every hour that the vehicle is returned after the agreed return time. (f) Vehicles returned without a full tank of fuel will be charged at the following rates shown,  $\frac{3}{4}$  £30,  $\frac{1}{2}$  £50 and  $\frac{1}{4}$  £75.
- 7. **Damage to the Hired Vehicle:** Any damage to the interior or exterior of the vehicle, regardless of blame, is the responsibility of the Hirer as well as any loss of any items supplied with the vehicle during its period of hire. It is the responsibility of the Hirer to report any damage (above an estimate of £250) to the Hire Insurance Company. **Failure to inform the hire insurance company will render the Hirer liable for the full repair costs of all damage caused during the hire period.** Every separate event causing damage or loss of items from the vehicle will each be treated as a completely separate event, and each such event involving loss or damage above an estimated £250 must be separately reported to the hire insurance company.
- 8. **Travel Insurance:** It is advised that all Hirers, including all passengers and any authorised drivers and all passengers, obtain sufficient and fully adequate travel insurance that will provide sufficient protection for the Hirer/all Passengers/and all Drivers or any other person travelling in the hired vehicle.
- 9. **Errors in Rental Charges:** The total charges are set out by Highland Coastal Campers Ltd and are recorded on our website at [www.highlandcoastalcampers.com](http://www.highlandcoastalcampers.com) Any errors in any charges will not be the responsibility of Highland Coastal Campers Ltd, unless pointed out at the time of hire, and subject to paragraphs 1 -3 of this Agreement.
- 10. **Payment of Charges Joint and Several Liability:** All charges, penalties, expenses or associated costs payable by me (the hirer) are due on demand by Highland Coastal Campers Ltd. If I do not pay all charges, including the balance due when requested, I will agree to pay a surcharge of 3% per week on the outstanding balance and any collection costs incurred by Highland Coastal Campers Ltd, including reasonable legal fees.
- 11. **Credit Card Payment and Payment by Cheque:** (1) Highland Coastal Campers Ltd will accept payment by credit cards or cheques approved by Highland Coastal Campers Ltd. (2) When payment is paid by credit card, I agree that; (a) Highland Coastal Campers Ltd is irrevocably authorised to complete any documentation and to take any other action to recover from my credit card issuer all amounts due by me pursuant to this Agreement, including but not limited to, any amounts due in respect to damage to the

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Vehicle or to property of a third party and all other additional charges as they are incurred (including all parking and traffic infringement penalties, road toll fines, London congestion charges, and associated administration costs); (b) I will not dispute my liability to Highland Coastal Campers Ltd for any amount due under this agreement and I shall indemnify and keep Highland Coastal Campers Ltd indemnified against any loss incurred (including legal costs) by reason of notifying my credit card issuer of such dispute. (c) I acknowledge that all transactions under this agreement are conducted in Pounds Sterling. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against my credit card/cheque/bank account and the amount refunded within 7 working days after the expiration of the rental period. I release Highland Coastal Campers Ltd from any liability for such variation.

•12. **My Warranties:**

I warrant that all information supplied by me to Highland Coastal Campers Ltd in connection, with this agreement is true, including all information requested of all drivers of the hired vehicle.

•13. **Vehicle Damage - Vehicle Hire Insurance Cover:**

I am aware that; (a) The vehicle is insured for damage to the vehicle and the property of any third party; (b) I will have to pay the hire vehicle insurance excess that is limited to GBP £750 (£1500 out with UK) for every individual event or claim, and subject to me complying with the terms and conditions of the vehicle Hire Insurance Company, otherwise I will be responsible for the full cost to repair any damage caused during my period of hire of the vehicle.

•14. **Road Restrictions:** (a) I acknowledge that Highland Coastal Campers Ltd acting on our behalf, reserves the right at any time, and at their sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause (b) Parking other than on officially recognised campsites is permitted providing you adhere to the Road Traffic Act Scotland and the Countryside code.

•15. **Use of the Vehicle:** I agree that during the rental period, I will not and will not allow the Vehicle to be; (a) driven otherwise than in a cautious, prudent and normal manner; (b) used in a manner which could cause damage; (c) driven in a prohibited area or in an area other than the areas indicated by Highland Coastal Campers; (d) driven by me or any person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by the law of any country that the vehicle is being driven in/through; (e) Left with the ignition key in the vehicle while it is unoccupied; (f) Left unoccupied without the CD faceplate removed, steering wheel security lock invoked (if applicable) or any Satellite Navigation equipment out of general view and the DVD screen covered; (g) Driven by persons: (i) Under the age of 25 years; or (ii) Any person who is not authorised by law to drive the Vehicle. Particulars of all/any proposed licensed driver of the vehicle are set out under the heading 'Driver Details' in this document and supplementary document, any immersion in water or salt water, or used for any illegal purpose, for any race, rally or contest; (j) used to tow any vehicle or trailer. (k) used to carry passengers or property for hire or reward Unless specified and authorised), (l) used to carry more persons than is permitted by any relevant authority or hire insurance company authority or detailed in the Vehicle manual or on the Vehicle or specified in this agreement; (m) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; (n) otherwise used in breach of my obligations under this Agreement. In addition, I will not allow any person to drive or be in control of this hired vehicle unless they are authorised drivers who have signed and agreed to the terms of this Terms and Conditions agreement.

•16. **Tyre & Windscreen Damage:** Any damage to any tyres fitted to the vehicle during its period of hire will be the full responsibility of the hirer and will be repaired to a legal and safe condition or replaced at the hirer's expense. Damage to windcreens including, for the avoidance of any doubt, windscreen chips, are not covered by the insurance unless part of larger accident damage.

•17. **Responsibility:** That 'I' as the hirer or nominated driver or Hirer, I am fully responsible for this hired vehicle, for all damage caused to it for all contraventions of the Laws of the Countries that I am in/touring/visiting/driving in or through and that I will be responsible for all penalties applied by any UK or any Foreign Authority that applies to the vehicle that I am responsible for during the period of my hire period with Highland Coastal Campers, and that I absolve the Owner of this vehicle of all and any

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responsibility for any such penalty/fine/charge/conviction, during the period of my hire of their recorded vehicle during my period of hire of the vehicle.

- 18. **Alterations to the Vehicle:** I shall not make any alterations or additions to the vehicle without the prior written consent of the Owner.
- 19. **Passengers:** I/we authorise the use of the hired vehicle(s) up to the stated number of passengers approved for that vehicle. Each and every person is to use the safety restraints provided at all times whilst the vehicle is in motion subject to the Laws of the Country being travelled in. All children will be harnessed in approved (UK or applicable EEC) vehicle restraints. All passengers must always comply with any driver's instructions.
- 20. **Child Safety Seats:** Child Seats /booster seats will only be supplied on request of the Hirers and in the understanding that they are responsible for ensuring they are happy with the suitability and will fit to the vehicle to their own satisfaction. The device is subject to UK Law, and the hirer will make themselves aware of any applicable age/weight limit/height limitations applied to such safety devices for the type of vehicle being used.
- 21. **Vehicle Maintenance (Hirer):**
  - (a) I shall take all reasonable steps to properly maintain the vehicle, including regular oil and water checks. I will refrain from driving if a dashboard warning signal/sign is displayed there, until such time as I have had this fault diagnosed and rectified and am allowed to drive the vehicle either by an authorised representative of the campervan breakdown service provider, an authorised representative of the hire vehicle specific garage (e.g. VW commercial vehicles must be inspected in an authorised VW garage) or with the express permission of a representative of Highland Coastal Campers either written or verbally.
  - (b) I acknowledge that Highland Coastal Campers will reimburse me for expenditure reasonably incurred in rectifying any mechanical failure to the drive train and engine of the vehicle (not including the water system, refrigerator, heating, audio and DVD equipment) provided that: (i) I will produce any relevant receipts; (ii) I have received the prior written or verbal consent of Highland Coastal Campers; (iii) The damage is not due to my fault or my breach of this agreement. (c) I will be liable for any costs associated with the incorrect use of fuel.
- 22. **Responsibility of Hirer to report circumstances to the Hire Insurance Company:** (a) In the event of any accident, loss or damage arising out of the use of the vehicle, I will; (1) Notify the hire insurance company of the circumstances of the event and as soon as reasonably practical (2). In the event of a road traffic accident or any reportable event or accident, obtain the names and addresses of any third parties and any witnesses and report the event to the nearest police station; (3). Record and retain the unique reference number of a Crime Report (UK) or European Accident Report form if or when supplied, and in any event record the police unique reference number of the incident; (4). I will not make any admission of liability to other parties, settlement offer or other like offer; (5). Assist Highland Coastal Campers and the hire insurance company in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence; (6). I will pay for any costs relating to the delivery of a change over vehicle (if available) as a result of an accident regardless of which party is at fault.
- 23. **Termination of Agreement:**

I acknowledge that Highland Coastal Campers may terminate this agreement and repossess the vehicle at any time, without notification to me, and that I will pay the reasonable costs of repossessing the vehicle, including towing charges if (a), I am in breach (in any way) of any terms of this agreement; (b) I have obtained the vehicle through fraud, misrepresentation or any criminal act; (c) The vehicle appears to be abandoned; (d) The vehicle is not returned on the agreed return date or Highland Coastal Campers reasonably believes that the vehicle will not be returned on the agreed return date; (e) Highland Coastal Campers considers on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered. I understand that in the event of such termination or repossession, I have no right to a refund of any part of the rental charges or the Security Deposit; (f) the vehicle is in an area/country not agreed with the owner of the vehicle, or there is any indication whatsoever that it may be stolen or miss-appropriated. Under these circumstances the owner will report the vehicle as stolen and instruct all measures to be taken for the return of the vehicle.

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- 24. **Change of Vehicle:** Highland Coastal Campers reserves the right, at its absolute discretion, to substitute a comparable or superior vehicle for the Hired Vehicle. Such substitution shall not entitle the hirer to any refund and does not constitute any breach of this agreement.
  
- 25. **Additional Conditions for Hirers and Drivers of vehicle:** (A): Hirer and any Driver: All drivers must have held a full UK/EU driving licence for at least 2 years in respect of a motor vehicle. Where "Automatic Entitlement Only" is shown or applied to a driving licence, then that will exclude that driver to drive a hired vehicle unless it has automatic transmission. (B): Drivers Ages: (i) Age limits are 25 to 75 years. Drivers out with these ages, please contact us for terms. (ii)Details of all driving Licences are required and must be viewed and recorded by the owner (or representative) prior to start of hire. (iii)Drivers, when driving during any contravention of a moving traffic offence, you are personally liable for all and any legal penalties imposed by the driving behaviour (e.g. parking tickets, speeding or traffic light fines or any other contravention of any law in the Country being travelled) and are incurred during the period of hire. Any penalty or follow up enquiry or enforcement procedure applied to that contravention, will be the responsibility of the driver or hirer (whichever is applicable under the offence contravened or by the terms of this agreement) of the vehicle incurring any such penalty. (C): The following persons are excluded from Driving the vehicle: Any person involved in the following occupations will be excluded from driving the vehicle: Actor/Actress, Travelling show-persons, Artist, On-Course Bookmaker and their employees, persons of no fixed abode, Casino Industry, Club Proprietor or their employees, Debt Collector. Entertainment and related industries, Gaming industry, Journalist, Market/Street Trader, Model, Non UK Forces, Music Industry, Press or Fashion Photographers, Publican, Bar Staff or persons working on Licensed premises, Horse Racing Trainers or Jockeys, Students under 25 years of age, Professional Sportsmen or Sportswomen. If you are one of these please check with us as dependant on circumstances we may be able to get cover (E): Physical Ability: Every driver must be in good physical health, has no physical or mental defect, impairment of sight, hearing, heart, any diabetic or epileptic condition or other complaint unless they have notified the DVLA and a licence has been issued, and the conditions or restrictions to that licence are fully adhered to. (F): Miscellaneous: The Hirer or and driver must have resided in the UK or EIRE for more than 3 years, unless the hirer or driver is a temporary visitor to the UK for social domestic and pleasure purposes. The hirer and any driver must never have had his or her vehicle insurance declined or renewal refused or any special terms imposed or had his or her policy cancelled by any insurer. (G): Additional drivers: Additional drivers are allowed to a maximum of 3 drivers and all of the hire insurance company terms and conditions of hire, and all conditions contained in this agreement will apply in full to all additional drivers. (H): Payment: The Hirer will pay the full amount of the charge for the hire period agreed together with any balance, prior to the start of hire. (I): Hirers Responsibility: It is the responsibility of the hirer to notify the vehicle insurance company in the event of any event requiring them and subject to any conditions contained on the Certificate of Vehicle Insurance provided to all hirers. (J) Driving Licence Categories: Drivers with Category B on their driving licence are authorised to drive vehicles up to 3500kg (Maximum Authorised Mass) in vehicles with up to 8 passenger seats and a trailer not exceeding 750kg. Drivers with Category C1 are entitled to drive vehicles up to 7500Kg (MAM) and a trailer not exceeding 750kg, and drivers with Category C are entitled to drive vehicles exceeding 3500kg (not Heavy Goods Vehicles unless authorised) and a trailer not exceeding 750kg. It is the responsibility of the Hirer and every Driver to which this document pertains, not to drive this vehicle if they are not allowed to do so under UK Law, DVLA driver authorisations or entitlements to drive. Foreign drivers are authorised to drive vehicles in the UK under the entitlement (weight entitlement) of the Country in which they passed their driving test.
  
- 26. **Identification:** All Hirers will be required to produce the following 2 of the following 3 documents prior to hire or the hire will be refused; (A) Passport or Photo Driving Licence; (B) Utility Bill showing the same name and address as previously supplied to Highland Coastal Campers by the hirer (C) Bank or Credit Card Statement (showing same name and address of the hirer). Any failure to produce 2 such documents or if there are any doubts regarding the identification of the hirer whatsoever, then the hire will be refused and any deposits made, may be returned if criminality is not suspected, otherwise the deposit and any monies paid will be retained in full and the Police will be informed.
  
- 27. **Definition of a Pick-up and Return Times:** Penalties for late return of vehicle: A charge of £40 will apply to every hour and part of an hour that is past the agreed time on the last day of hire. Pick up must be within 1 hour of the agreed pick-up time. In the event of flight/train delays you must notify Highland Coastal Campers immediately.

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- 28. **Charges:** Credit and Debit card payments are accepted by Highland Coastal Campers and any bank charges incurred will be met by the Hirer. Cheques will incur no charges unless imposed for non-UK bank cheques. All Security Deposits will be returned by the means in which they were paid. All charges incurred for any International transfer of funds will be met by the Hirer.
- 29. **Cancellation Charges:** The following charges and penalties will always be applied when a booking for a hired vehicle is cancelled by the Hirer: (A): Up to 20 weeks before the start date of hire - The booking deposit will be returned. (B): Between 19 - 12 weeks before Hire - Loss of booking deposit only. (C): Between 11 - 5 weeks before the start date of hire - loss of 50% of the total hire cost. (D): Between 4 weeks until the start date of hire - loss of total hire cost. Any telephone cancellation will be noted but will not be chargeable until written confirmation is received (either by e-mail or by written letter). Cancellation charges will always be applicable regardless of circumstance. It is up to the Hirer to insure against unforeseen/unavoidable events.
- 30. **Release and Indemnity of Highland Coastal Campers Ltd:** (a) Subject to its obligation to deliver the vehicle or an appropriate substitute vehicle, I release Highland Coastal Campers and its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this Agreement, including but not limited to: (1). Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose; (2). Any loss or damage to any property left in or on the vehicle, in any service vehicle or on or near the Owners premises or storage area, or recovered or handled by Highland Coastal Campers. (b) Subject to any insurance arrangements agreed with Highland Coastal Campers, I hereby indemnify and shall keep indemnified Highland Coastal Campers, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the vehicle
- 31 **Title to Vehicle:** I acknowledge that the owner retains title to the vehicle recorded in this Agreement and that I possess the goods as a mere bailee only. I do not have any right to pledge the owner credit in connection with the vehicle and agree not to do so. I shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of the vehicle.
- 32. **Changes:** Any changes to this agreement must be in writing and must be signed on behalf of Highland Coastal Campers and by me.
- 33. **Proper Law:** This agreement shall be governed by all the laws of Scotland, England, Wales and Ireland (North and South) or any UK Laws in which jurisdiction this agreement was signed.
- 34. **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. Highland Coastal Campers Reserves the right to add or amend any changes to this Agreement without prior notice. This signed Agreement, together with the documents titled 'Notification of a Hired Vehicle' will form the full contract of hire agreement between the Owner or Registered Keeper of the vehicle, or Highland Coastal Campers, recorded herein and the Hirer, and this document will remain in the possession of the Owner for the entire duration of the Hire Period.