



## **Mountain Campers: Camper Van Rental**

### **Terms and Conditions of Booking & Vehicle Rental**

#### **Version 1.0 March 2019**

**1.0 Booking & Rental Agreement:** The contract is with 'us' Mountain Campers, a Sole Trader under the proprietorship of Julie Mackay the provider and legal 'owner' of the vehicle, and 'you' the hirer, the person named as the lead driver on the rental agreement.

**1.1 The Vehicle:** The owner provides the vehicle and all mandatory safety equipment in a roadworthy condition, properly taxed and insured with a minimum of mandatory third party liability insurance as required by UK law. The **driver is not** a third party for these purposes and **is not** covered by this insurance.

#### **1.2 Booking Agreement**

A booking allows you to reserve a vehicle and any chosen optional extras for 'pick-up' at a particular time, date and agreed location for the specified rental period. You must meet all our rental requirements to hire one of our vehicles. By making a booking you agree to both our booking terms and our rental conditions.

#### **1.3 Payment**

At the time of booking a vehicle there will be a minimum requirement to pay 25% of the total hire cost, this is a **NON REFUNDABLE** deposit. If at the time of the booking there are 28 days or less to the commencement of the hire period, **FULL** payment will be required at the time of booking. In any event the balance of the outstanding balance must be paid in **FULL** 28 days prior to the hiring commencing. Any booking not paid in full by this date is liable to cancellation and any monies paid will not be refunded after this time.

The total vehicle rental price is calculated on your requested start date, end date, time, including requested pick up and drop off locations.

The price of optional extras – such as additional equipment, and additional driver(s), are calculated based on the requested start date, end dates, and times.

The booking price is fully inclusive of vehicle rental, comprehensive insurance for main driver, any selected optional extras, including additional drivers and the inclusive hire of additional items as listed in the vehicle inventory.

There is a mandatory requirement prior to receiving the rental vehicle, to pre authorise a payment card to cover any additional costs which may be incurred during the rental period. These costs are only charged if the conditions set out within the Rental Agreement are breached, or if additional hire costs or charges are incurred over and above the initial agreed sum.

## **1.4 Payment Methods**

We generally accept MasterCard, Visa, Maestro & JCB payment cards (excluding prepaid cards) as a means of payment. We also accept direct bank transfer.

## **1.5 Main Hirer Payment Card**

**You must** bring the payment card used to make your booking on the day of rental as it is used as a secondary form of identity check to ensure the vehicle is handed over to the person who made the booking. If you don't have the payment card used to make the booking with you, we reserve the right to cancel your booking and not issue a refund as per the terms of the booking.

## **1.6 Changing or Cancelling a Booking**

Where a deposit or full payment has previously been made and the hirer requires a change of rental dates, we will endeavour to assist with a change of dates. This will be subject to availability of vehicles at the material time. If no alternative dates can be arranged and/or the hirer wishes to cancel the booking, then the booking contract will be terminated. If it is more than 28 days from commencement of the agreed hiring period and the booking has been paid in full, the hirer will be refunded the full amount less the 25% non refundable deposit.

If it is less than 28 days prior to commencement of the rental period, then the full booking amount will be retained and will not be refunded. If alternative dates are identified and mutually agreed between both parties a new booking confirmation will be sent within 7 days confirming the alternative booking arrangement. If the alternative booking dates falls within a different rental rate period to that of the original booking, additional rental fees may be payable. The full balance amount for the new booking will be required 28 days prior to the commencement of hire. There will be no refund of difference, if the new booking rate is lower than the original rate, and the original rental period was due to commence within a 28-day period.

## **1.7 Booking Contract**

A booking contract will form between you the hirer and us Mountain Campers when you agree to the booking terms and give us permission to debit your payment card for the agreed amount. All automated online bookings are still subject to a written confirmation via email within seven days of submitting the request. We maintain the right to cancel any booking arrangements without notice and refund in full any payments given at any time.

Prior to handover of the vehicle for a rental period, the total price for the agreed period will need to have been paid in full as per our booking terms and conditions and a pre authorisation on a payment card or a deposit arranged to cover any additional costs which may be incurred during the rental period.

## **1.8 The Rental Agreement**

The rental agreement sets out our responsibilities to you (the hirer) and your responsibilities to us (the owner) when renting a vehicle, its contents and any optional extras. It forms the 'rental agreement'. The contract is between us the owner of the vehicle and you the hirer.

Please read these terms and conditions carefully before you sign any rental agreement. The person signing the contract (the hirer) must be the same person who pays for the rental and is the main/lead driver of the vehicle.

By signing the rental agreement, the hirer accepts the terms and conditions of the agreement and agrees with the vehicle condition and contents as listed within the vehicle inventory. Any additional drivers may be required to sign an additional party form. By signing, additional drivers are also agreeing to accept the terms set out in the contract.

In this section when we say 'you' we mean the person named on the rental agreement, any additional drivers, and anyone who makes payment towards the rental. "We" refers to us 'Mountain Campers' the vehicle owners.

By signing the 'rental agreement' you agree to:

- Rent the vehicle, its contents as listed within the vehicle inventory, including any optional extras for the agreed rental period
- Pay the amounts stated in the booking agreement for the vehicle, its contents and any optional extras for the rental period
- Pay additional rental fees for any extension to the rental period – as well as any optional extras you agreed to verbally
- Pay any relevant additional costs or charges resulting as a consequence of: theft of or damage to the vehicle, theft of, damage to or loss of the vehicle contents as listed on the vehicle rental inventory, theft of, damage to or loss of any optional extras that have been included.
- Pay for any toll or congestion charges, parking, traffic or other fines or charges, court costs and/or any other charges according to the terms of the rental agreement
- Pay for any other additional charge such as fuel charges, cleaning charges or administration fees associated with the rental period

The **rental period** is the period from '**pick-up**' – the start date and time shown on the rental agreement – until the '**end date**' and time shown on the rental agreement and will terminate once the vehicle has been returned, with its agreed contents and optional extras to the agreed return/collection location and the keys have been handed over to our representative.

The laws of the United Kingdom and Scotland apply to this contract.

### **1.9 Pre Authorisation and Security Deposit**

Before we rent the vehicle to you, we will require pre-authorisation on a MasterCard, Visa, Maestro or JCB payment card or an upfront payment of a security deposit into our account.

Extra costs will be charged:

- If any of the conditions set out within the Rental Agreement are breached
- If whole or part of the excess needs to be paid due to a claim being made on the vehicle insurance
- If loss or damage occurs to the vehicle during the rental period,
- If loss or damage occurs to the vehicle's contents or any additional optional extras during the rental period
- If additional rental costs or charges are incurred due to a change in contract

*We do recommend that customers consider third party rental excess insurance cover suitable for camper van rental, but we do not provide this cover and cannot recommend any particular products.*

**1.9.1 Pre authorisation:** You must use an approved payment card that is in the name of the main hirer and has enough funds available on it. This does not have to be the same payment card that paid for the original booking. Pre authorisation payment must be made 24 hours prior to vehicle pick up. This transaction can be made on the telephone or via secure online payment.

A pre-authorisation holds an amount of money in your account. Once a pre-authorisation has taken place, you won't be able to use that money for anything else until you've returned the vehicle, paid for any additional charges incurred, and your card company releases the pre-authorisation. While a pre-authorisation is in effect, it may look like the amount has been deducted from your account, this isn't the case, the money is simply 'on hold' until a final payment has been made or the money released.

The pre authorisation amount is currently fixed at £1200

At vehicle return, any outstanding money owed to us will be calculated and processed using the pre authorisation payment card provided. If you choose to pay by a different method, please be aware that the pre-authorisation on the original card will remain until released by your card company. Your card company, not Mountain Campers, is responsible for releasing pre-authorisations and processing approved refunds and this can take up to 14 days or longer. If the payment owed is greater than the pre authorisation amount we will require you to pay the difference at the completion of the the hire period.

### **1.9.2 Security Deposits**

In lieu of pre authorisation on a payment card we will accept a security deposit. We will only accept a security deposit from customers who have paid for the vehicle rental on a payment card. We will not accept a security deposit from customers who have used direct bank transfer to pay for the hiring.

A security deposit is paid in full either by direct bank deposit or Paypal. The money will be transferred into our account and will be refunded (less any outstanding monies owed) 14 days after completion of hire. Payment of the security deposit if made by direct bank deposit or Paypal must be agreed with us and finalised at least 24 hours prior to vehicle pick up.

The amount is fixed at £1500

If the final payment is greater than the security deposit, we will require you to pay the difference. If you wish to pay for any outstanding monies owed via a different payment method, once that payment has been approved we will refund any outstanding difference owed.

## **2.0 Requirements you must meet to rent the vehicle**

The main hirer, and any additional drivers named on the hire agreement must meet the following criteria and provide documentary proof of the said requirements on the first day of rental pick up.

**2.1 Provide a Valid Driving Licence:** The hirer and any additional drivers must have held a full driving licence for a minimum of two years from the following listed countries: United Kingdom, all EU States, including Norway, Switzerland and Lichtenstein, Australia, Canada, New Zealand and United States. Mountain campers require copies of driving licences to be submitted as part of the booking process. We will also require to see the original documents on the day of hire. If their current driving licence does not show it has been held for the valid period, drivers must either bring previous driving licences or a letter from their driving licence authority stating that they have held it for at least two years.

**2.2 Age:** The hirer of the vehicle and any additional drivers must be at least 25 years of age and no older than 75 Years of age during the total hire period.

**2.3 Provide a Valid Proof of Identity:** Government issued photo ID is required to prove identity, the photo ID must be clear and recognisable:

**UK Driving licence holders:** UK photo ID driving licence holders may use their driving licence as a form of photo ID. Valid old style UK driving licences issued prior to 1998 without photo ID are acceptable as driving licences, but holders will be required to show a valid passport as a form of photo ID.

**EU Driving licence holders:** will need to provide a valid Passport or National Identity Card as proof of identity.

**Australian, Canadian, New Zealand and United States driving licence holders** will need to provide a valid passport as proof of identity.

**2.4 Provide Proof of current address:** In addition to a form of photo ID TWO forms of proof address need to be provided for all drivers. A proof of address needs to be in the form of TWO original utility bills (not mobile/cellular phone), Bank statements, or UK council tax statements. These must NOT be

older than 90 days and be original documents not copies. These documents must show the drivers correct current address.

## **2.5 Driving Convictions, & Penalties:**

**2.5.1 UK Driving Licence holders:** are required to provide us with a DVLA Driving Licence check code. This allows us to check that your licence does not have any adverse convictions or disqualifications in place. This is obtained free from the gov.uk website and needs to be provided after booking and again on the day of hire. You must declare at the time of booking and again on the day of hiring any current penalty points (within the last 3 years) or any disqualifications or convictions for driving offences within the last 5 years.

## **2.5.2 Other Driving Licence Holders:**

Must provide details of any driving disqualifications, traffic convictions, penalties or fines within the last 3 years.

## **2.6 Motor Insurance Claims**

All drivers must declare any Motor Insurance Claims that they have made within the last 3 years. This does not include windscreen claims.

## **2.7 Additional Drivers**

Only persons we have given permission to drive, are permitted to be additional drivers on the vehicle. No other person may drive the vehicle. All additional drivers should read the terms set out in the contract carefully before they drive the vehicle.

## **2.8 Security Checks**

When renting a vehicle, you agree to identity, security, driving licence and credit checks being carried on you and any additional drivers or persons making payment towards the rental. (See *Use of Your Personal Information*).

We reserve the unquestionable right to refuse to rent a vehicle if you or the person making payment fails any of our security checks or we believe that you the hirer or any driver deem the rental to be too high risk. We may refuse to allow any additional drivers on the same basis.

If any information you have provided to us is shown to be false or inaccurate, then you'll have broken your contract and will forfeit any payment made.

## **2.9 Unacceptable Behaviour**

Mountain Campers will refuse a hiring if you or anyone in your party behaves in an unacceptable way. For example, if we believe that any driver is under the influence of drink or drugs, or you, or anyone in your party, is abusive or threatening to our staff.

## **3.0 Vehicle Insurance Cover**

The following outlines the level of insurance cover provided by us.

### **3.0.1 Third Party damage or injury**

The vehicle comes with third party liability cover. This means you're **covered for any damage caused to another person's property** - for example, their vehicle - and/or any injury suffered by third parties, including passengers in the rental vehicle.

You will be required to pay the excess which may be up to the full excess amount which is £1200 preauthorised via a payment card or £1500 deposited into our account prior to rental, you will not have to pay any other costs, unless the damage or injury was caused by:

- Your negligence
- You breaking the contract (for example allowing someone we have not approved drive the vehicle)
- Or you breaking the law

In these circumstances, if the law requires us to provide you with third party liability cover, the minimum cover required by law will still apply, but we, or our insurer, may seek to recover our costs from you.

**Third party liability cover does not cover any injury to the driver of the rental vehicle or loss or damage to any of your personal items inside the rental vehicle.**

### **3.0.2 Loss or Damage to the Vehicle or Contents**

If the vehicle, keys, any vehicle contents (other than your personal property), optional extras or any vehicle documents are lost or damaged. This includes accidental damage to windscreen, windows, wheels and tyres (including punctures), external body work and trim, external accessories, internal furniture, cupboards, mattresses etc.

You are liable for the repair or replacement of the vehicle or item at cost, plus any other associated charges for the repair or replacement, whichever is the lower, including our loss of use, our processing fee (you will not be charged if standard cleaning procedure resolves the damage) up to the full excess deposit which is £1200 preauthorised via a payment card or £1500 deposited into our account prior to rental.

### **3.0.3 Third Party Rental Excess Protection Insurance**

If you decide to buy rental excess insurance cover from an external provider, which covers the excess deposit amount of either £1200 on a payment card or £1500 on deposit you will still have to pay any excess costs up to the full pre authorisation or deposit amount. Then make a claim with your external provider to get your money back. It is your responsibility to ensure you understand the terms of any cover you buy from an external provider and that Camper Vans are covered for any claim you make.

### **3.0.3 Personal Travel Insurance**

It is advised that all hirers and any passengers obtain sufficient and fully adequate travel insurance that will provide complete protection for the hirer and all passengers prior to travelling.

### **3.1 Vehicle Availability**

We will always endeavour to provide you with a vehicle. In the unlikely event of us not being able to provide you with a vehicle through circumstances outside of our control or due to an unforeseeable or unavoidable event, we have no obligation to provide with you an alternative vehicle. We will fully refund any monies paid to us. We will not be responsible for any other direct or indirect losses you have suffered as a consequence of us not providing a vehicle, such as loss of profits, loss of enjoyment or loss of opportunity.

### **3.2 Vehicle condition and inspection on 'pick-up'**

The vehicle has been maintained in accordance with the manufacturer's recommendations, service schedule and will be in a roadworthy condition

At pick up you should visually inspect the vehicle both internally and externally prior to handover. Any existing damage should already be noted on the Rental Agreement. Any unlisted additional damage

should be brought to the attention of our representative prior to handover and this will be noted on the Rental Agreement in writing. The vehicle contents as listed on the inventory should also be checked to ensure it is present, correct and undamaged. Any optional extras hired should also be checked to be correct and undamaged.

### **3.3 During the Rental you MUST:**

- Use the vehicle according to the road traffic laws for the United Kingdom (or any other country it is being driven in). You should ensure you are familiar with these laws or you may be prosecuted, or receive a fine or penalty. If you are unsure of the laws that apply in the United Kingdom, please ask a member of our team.
- Use the correct fuel for the vehicle
- Lock the vehicle, fully close windows and remove the keys from the ignition when you're not using it, or when you're refuelling it – and you must use any security device fitted to or supplied with it
- Comply with all laws and regulations for using the vehicle and any optional extras
- Contact us as soon as you become aware of a fault in the vehicle – or if you believe the fault means the vehicle is no longer roadworthy
- Ensure that the internal gas cooking stoves are in the off position when not in use.

### **3.4 During the Rental Period you must NOT:**

- Take the vehicle to outside of the United Kingdom or to Northern Ireland (without our specific written permission)
- Use the wrong fuel for the vehicle
- Drive the wrong way down a one-way street
- Drive without due care and attention or at excessive speeds
- Use a mobile communication device that may distract you from driving, including driving while texting, emailing, using a mobile phone without a hands-free device or otherwise engage in similar activities
- Fit your own equipment to the outside of the vehicle which may cause damage to the vehicle for example signage, stickers, roof racks, luggage carriers or bike racks,
- Overload the vehicle (as determined by the vehicle manufacturer)
- Sell, rent, remove, or dispose of the vehicle or any of its parts or allow anyone else to do so
- Sell, rent, remove, or dispose of any vehicle inventory items or any of their parts or allow anyone else to do so
- Sell, rent, remove, or dispose of any optional extras or any of their parts or allow anyone else to do so
- Push or tow any trailer or any other vehicle
- Give anyone any rights over the vehicle
- Work on the vehicle or let anyone else work on the vehicle without our prior agreement
- Let anyone drive the vehicle other than a driver we have agreed to
- Carry or transport any hazardous, toxic, flammable, corrosive, radioactive, harmful, dangerous or illegal materials
- Use the vehicle for any crime or other illegal activity or purpose
- Use the vehicle for hire or reward
- Use the vehicle for any purpose which requires an operator's licence
- Use the vehicle off-road, on a racetrack, for racing, pace making, testing whether for reliability or speed, or for teaching someone to drive, or in connection with motor rallies, competitions, demonstrations or trials.
- Drive the vehicle through water courses, streams, rivers or other areas of open water
- Use the vehicle whilst any driver is under the influence of alcohol or drugs or other narcotic substances, or medications under the effects of which the operation of a vehicle is prohibited or not recommended
- Use the vehicle when any warning light is on or when the service reminder message is displayed unless it is unsafe to stop or you have been advised by us to continue driving. Please contact us immediately.
- Carry any pets or animals without our prior written agreement.

- With the vehicle attend any music festivals, raves or outdoor concerts, without prior written agreement.
- Use the vehicle for any sort of political campaigning, public protest, parade or similar event
- Park the vehicle in an exposed area during periods of adverse weather.
- Smoke cigarettes, or tobacco products, including vaping or e cigarettes, or other ignited smoke emitting products including illegal substances in the vehicle
- Use the vehicle in an imprudent, negligent or abusive manner
- Leave the internal cooking stoves unattended whilst lit and in operation
- Fill the fresh water tanks with anything other than clean tap water from a mains supply
- Pour oil, grease, fat, other food products or any other biological or contaminated waste products down the sink into the grey water tank
- Use any stand alone cooking implement, stove, barbecue or oven within the confines of the vehicle or any enclosed attached awning, unless it is factory fitted to the vehicle or has been supplied by us and is manufactured to be safe for internal use
- Use any non supplied additional heater, radiator or heating element within the confines of the vehicle or drive away awning

These examples are not exhaustive; any unlawful or dangerous conduct whilst driving or otherwise making use of the vehicle will be viewed as you breaking the contract and to the extent we are allowed to do so by law, you will lose any deposit paid, and may within the allowance of the law void third party liability insurance.

The laws of the UK or other country where you are driving will require you to obey local, regional or national restrictions, which you may be unfamiliar with.

### **3.5.0 If you have a collision /accident in our vehicle**

#### ***What to do at the scene...***

You must...

- Not admit responsibility to any third party. If you admit responsibility, it may be harder for us to recover costs and reimburse you with your excess
- If possible, note the names and addresses of everyone involved, including witnesses and passengers
- Complete the incident report form and return it to us within seven days
- If the vehicle is not safe to drive, make it as secure as possible and call us to arrange recovery.
- Report the collision/accident to the police and get a police report or crime reference number

#### ***What to do after the accident...***

You must...

- Complete an incident report form and return to us within seven days. You must not knowingly withhold or report false information. If you do, you will lose your excess or security deposit and may void the third party liability insurance cover, making you liable for any losses in full
- NOT repair the vehicle yourself or let anyone else do so unless we have agreed to it. If you allow repairs to be carried out without our agreement, you will have to pay for it in full and to the extent we are allowed to do so by law, you will lose the full excess deposit and may be liable to further costs or void the third party liability insurance cover
- Make sure that you and the driver help us with any insurance claim related to the accident
- If you do not send us the incident report form within 7 days or we find out the incident report form contains missing or incorrect information, then you will be charged an additional processing fee of £100.

### **3.5.1 Damage to the vehicle or contents**

If the vehicle, keys, any vehicle contents (other than your personal property), optional extras or any vehicle documents are damaged. This includes accidental damage to windscreen, windows, wheels and tyres (including punctures), external body work and trim, external accessories, internal furniture, cupboards, mattresses etc.

You are liable for the repair or replacement of the vehicle or item at cost, plus any other associated charges for the repair or replacement, whichever is the lower, including our loss of use, our processing fee (you will not be charged if standard cleaning procedure resolves the damage) up to the full £1200 excess deposit which is preauthorised via a payment card or £1500 deposited into our account prior to rental.

### **3.5.2 Theft of or from the vehicle**

If the vehicle, vehicle parts, keys, any vehicle contents (other than your personal property), additional accessories or any vehicle documents are stolen. You are liable for the replacement of the vehicle or item at cost, plus any other associated charges for the replacement, including our loss of use, and our processing fee up to the full £1200 excess deposit which is preauthorised via a payment card or £1500 deposited into our account prior to rental.

### **3.5.4 Damage, Loss or Theft resulting from you breaking the contract**

If the vehicle, keys, accessories, optional extras or any vehicle documents are lost, stolen or damaged as a result of you or anyone in your party breaking the terms of the rental agreement then you may void your insurance cover and be responsible for all costs.

So you will have to pay:

- The full cost of replacement or estimated repair costs
- Any loss of use
- Any costs we have to pay to third parties
- And our own reasonable costs, including a processing fee

### **3.5.5 Payment**

If there has been any damage, loss or theft then we need to take payment from you. This will be via the pre authorised payment card or via the deposit left in our account.

### **3.5.6 What will you have to pay when the damage, loss or theft is discovered?**

You'll pay no more than the agreed excess amount for the vehicle for the damage, loss or theft. This is £1200 on a payment card or £1500 on deposit.

By signing the rental agreement, you give us permission to take payment for the damage or loss. Wherever possible, we will charge it to your payment card or deduct it from your deposit. If you are required to pay more than the excess, we will invoice you for the additional costs.

This will happen when you return the vehicle. If the vehicle has been stolen, we will charge you when the return date stated on your rental agreement passes.

### **3.5.7 If the vehicle, keys or any optional extras are stolen**

You must report it to the police and obtain a police report or crime reference number without delay. You must immediately provide us with the police report or crime reference number and if the vehicle is stolen the keys (if possible).

You must complete an incident report form and return it to us as soon as possible (and in any event within 7 days). If you fail to send us the incident report form, then a £100 processing fee will apply. You must not knowingly tell us wrong information. If you do, you may lose your insurance cover and /or excess deposit. You must make sure that you and anyone in your party help us with any insurance claim, police or other investigation related to the theft.

### **3.6 Roadside Assistance**

Mechanical failure in our vehicles is rare. However, if it does then we will **provide Roadside Assistance free of charge**. If you need to call for roadside assistance, you must only call our roadside assistance provider. Their contact details can be found inside the vehicle. You must also notify us as soon as is practicable. Our roadside assistance provider will try to fix it at the roadside but if they cannot, then you must call us immediately.

#### **3.7.0 Extending the rental**

If you want to extend the rental, please contact us as soon as possible. At the latest, this should be before the end date and time on your rental agreement. We'll do our best to help although another customer may have booked the vehicle.

If we can extend the rental period, then immediate payment will be required by payment card (this can be processed on the phone or online) and the preauthorisation deposit may have to be renewed. Dependent on circumstances, we may require you to return to the pick/up drop off location to sign a new contract.

#### **3.7.1 Failure to extend the rental**

If you fail to extend the rental without notice and you are more than 30 minutes late returning the vehicle, your rental will be extended and you will be charged an extra day's rental at current rates, plus an hourly late processing fee of £10 an hour until the vehicle is returned.

#### **3.7.2 If you fail to return the vehicle**

If you do not bring the vehicle back to us at the agreed date and time, you will have broken your contract with us. You will therefore be uninsured. We will take steps to find the vehicle and get it back. This will include reporting the vehicle to the police as being stolen, passing your details to a repossession agency, and/or trying to recover the vehicle from your premises.

If you do not bring the vehicle back to us at the agreed date and time, we will on the third day after your agreed return date pre-authorise payment for an additional 5 days' rental charge on your debit card or, 10 days if you are using a credit card, at the current daily rate. If you return the vehicle within those 5 or 10 days (whichever applies), you will only be charged for your actual rental days, plus any other charges you owe us.

If you fail to return your vehicle at the agreed date and time, you will also have to pay:

- the full cost of recovery
- loss of rental income we incur
- costs we have to pay to third parties in relation to the vehicle
- our own reasonable costs, including a late return processing fee

When you sign the rental agreement, you give us permission to do this. We will charge it to your payment card or take it from your deposit amount.

***If you think you're going to be late returning the vehicle, please contact us immediately.***

### **3.8.0 Speeding, Parking or other Traffic Fines**

You're responsible for making sure that the vehicle you've hired is used according to the laws of the country you're driving in.

You are responsible for all fines, penalties and charges issued as a result of you or any driver using the rental vehicle. Fines and charges could include:

- All parking fines
- All parking charges
- Toll charges or fines
- Towing charges
- Clamping costs
- Traffic fines or charges
- Speeding fines
- And any other charges or fines

#### **3.8.1 When we receive fines or charges meant for you...**

If a fine or charge is sent to us because you haven't paid a charge or complied with the law, we will take payment for:

- Our processing fee to cover our costs of dealing with the fine or charge
- The fine or charge itself – if we have to pay it

By signing the rental agreement, you give us permission to take these payments. We will charge them to your payment card.

#### **3.8.2 Passing on your details**

By signing the rental agreement, you agree to us giving your details, as well as a copy of the rental agreement, to the authority or private company that has issued the fine, penalty or charge, if we consider they have a right to the information and the law allows us to do so. This enables them to transfer the fine, penalty or charge to you, and contact you directly. We may charge you a processing fee for doing this.

#### **3.8.3 If we cannot pass on your details**

There may be times when we cannot lawfully pass on your information. In these circumstances, we'll pay the fine or charge on your behalf and then invoice you for the fine or charge, as well as our processing fee.

#### **3.8.4 Your rights to appeal**

If you want to appeal, contest or dispute a fine or charge, we will give you details of:

- The fine or charge
- The organisation who issued the fine or charge

You must deal directly with the issuing organisation to get a refund and/or compensation. Unfortunately, we cannot help you with your dispute.

#### **3.8.5 If the rental vehicle is seized**

Unless the seizure was caused by our negligence; us breaking the contract or the law; if the vehicle is seized by the police, Border Force, Her Majesties Revenue and Customs Customs or any other authority while you're renting it, you will have to pay:

- Any costs we incur as a result of the seizure
- Plus, any loss of rental income while the vehicle is not available to rent to someone else
- Plus, a processing fee

### **3.9.0 Returning the Vehicle**

Unless we have agreed something different with you, you must return the vehicle and any optional extras you rented to the return location stated on your rental agreement by the end date and time. You will remain responsible for the vehicle until the keys have been returned to one of our representatives and the hire agreement is signed as vehicle and contents are returned.

### **3.9.1 Returning the Vehicle Early**

If you arrange to bring the vehicle and any optional extras back to us early, you are not entitled to any refund and will still have to pay for the full rental period.

### **3.9.2 Vehicle Inspection on Return**

We will always inspect the vehicle on your return. We request that you remain with the vehicle during the inspection process so that you can inspect any damage or missing items so there are no unexpected charges. Please allow sufficient time for our representative to check the vehicle, contents and any optional extras for any damage or loss during hand over.

You must return the vehicle, its listed contents and any optional extras in the same condition you received them. This includes (but is not limited to) tyres, fittings, documents, run-flat compression kits, keys, and any navigation devices (GPS), child seats or other equipment and their associated user guides, cables and carrying cases (if any). Vehicle contents as listed on the hire agreement such as bedding, including mattresses, cutlery, kitchen wear, crockery, first aid kit, fire extinguisher, or any other optional extras such as a drive away awning.

We expect the interior of the vehicle and its contents to be in the same clean condition as you received it:

- All kitchen items including pots, pans and crockery should be washed in a clean condition
- Cooking area including fridge, gas hob, should be clean and free from grease and food waste
- The fresh and grey water tank should be clean and empty of water
- Any provided bedding sheets and pillow cases should be placed in the plastic laundry bags provided
- Seating and flooring areas should be swept and in a clean condition
- Cupboards should be clean and all personal effects and food items removed
- Optional Extras such as drive away awnings, ground sheets or carpets should have been repacked correctly and where possible be in a dry, clean, mud free condition. Heavily soiled items may require us to levy a

We will allow for normal expected wear and tear to the vehicle bearing in mind the distance you travelled and the length of your rental.

- If we find on inspection that the vehicle and its contents or optional extras such as awning and carpets are heavily soiled or have not been left in a clean serviceable condition and there is a requirement for us to carry out additional cleaning services, a processing fee of £50 per hour up to a maximum of £200 will be charged to your payment card or taken from your deposit.
- Our vehicles are strictly NO SMOKING. If we find evidence of tobacco smoke or other inhaled smoke products then a cleaning charge of £250 will be charged to your payment card or taken from your deposit.
- If we discover a pet or animal has been kept in the vehicle without our prior written agreement an additional cleaning charge of £200 will be charged to your payment card.

### **3.9.3 If we find damage or items missing**

We will add the cost of any missing item or damage we find to the amount you have to pay for the rental period. We will charge your payment card for this amount. You will not be liable for this amount if you can show the damage was not in any way your fault or due to your negligence or breach of the contract.

When you sign the rental agreement, you are authorising us to take payment for damage if necessary. We will automatically charge your payment card.

### **3.9.4 Fuel Level**

At the start of the rental the vehicle will normally be supplied with a full tank.

You must return the vehicle to us with a full tank of fuel, as shown on the factory-installed fuel gauge.

We recommend you fill up as close to the return location as you can on the return date, and keep the receipt to show us. If you do not return the vehicle with a full tank – or you cannot show us a receipt for fuel – we will charge you.

Fuel costs charged will be the total amount per litre required to fill the tank plus a £20 admin charge. Rate per litre will be calculated from the invoice generated by us filling up on the day in question, at a supplier of our choosing.

### **3.9.5 Lost Property**

We will do our best to contact you if we find any personal belongings in the vehicle. **If we are unable to contact you:**

#### ***Belongings containing personal or financial information:***

We will dispose of any personal or financial information after 28 days, as follows:

- Passports and driving licences will be handed in to the local police station or UK Passport Office / UK Border Force;
- Payment cards will be shredded;
- All electronic devices phones, tablets, computers, laptops, cameras and satnavs memory sticks including any items potentially containing personal data will either be destroyed or recycled
- Any cash will be banked.

#### ***Other belongings:***

All other belongings not containing personal or financial information will be disposed of after three months as follows:

- Clothing/sunglasses/glasses will be donated to a local charity;
- Paperwork will be shredded;
- All other items (including child seats, satnav cradles, phone charges, USB chargers) will be disposed of with normal waste; and
- Medication and will be destroyed in a secure medication receptacle.

#### ***How to claim lost property***

In order to claim lost property, you will have to show valid ID (e.g. driving licence, passport and proof of address) You will be required to complete and sign our customer declaration. If you ask someone to collect on your behalf, they must present a letter authorising the collection signed by the renter.

We will arrange for your lost property to be couriered to you if you are unable to collect your property yourself. You will be required to pay in advance the relevant courier charges.

### **3.10 Ending the Contract Early**

In some circumstances, we will seek to end the contract.

In this section when we say 'you' we mean:

- The person named on the rental agreement
- Any drivers
- Anyone who makes payment towards the rental

If you break the contract by not doing what you agreed to, you must pay:

- any amounts owed to us under the contract and
- for the losses we suffer as a result, provided they are losses that we both thought, when you signed the contract, could arise if you broke the contract (known as "**foreseeable losses**").

Foreseeable losses could include:

- loss of rental income,
- the cost of repairing or replacing damaged items, or
- any amounts we have to pay to third parties if we are late in returning the vehicle to them.

You will not have to pay for losses that are not directly related to you breaking the contract or losses that were not foreseeable.

We will reimburse you if you can show that you or any additional driver was not responsible for breaking the contract or the costs were not caused by you or any additional driver breaking the contract.

Where you do not return the vehicle and/or any optional extras you rented within 1 day of the ending of the contract, we will treat this as a failure to return the vehicle.

## **4.0 Use of Personal Information**

**Please see the Mountain Campers Privacy Policy on our website which is incorporated within these terms and conditions.**

## **5.0 Our Liabilities**

Mountain Campers will not be responsible for losses you have suffered as a result of us breaching any booking terms or hire agreement, where such losses are unforeseeable and not within our and your contemplation at the time the booking or rental is made. Mountain Campers are not obliged to provide you with an alternative vehicle if one is unavailable, nor pay you for losses relating to us failing to provide you with a vehicle or any other indirect losses (such as loss of profits, loss of enjoyment or loss of opportunity). These limitations will apply to the extent permissible by law. Nothing in these booking terms reduces your statutory rights relating to a refund (if any is due).

If we break the contract because of an unforeseeable or unavoidable event – such as a terrorist act or natural disaster – we will not be required to comply with our obligations under the contract for the duration of time that the event is going on.

To the extent the law allows the hirer releases Mountain Campers and its employees and agents, from any liability to the hirer (regardless of who is at fault) for any loss or damage incurred by the hirer or driver, including, but not limited to:

- Any loss or damage caused by breakdown, mechanical defect, accident or the vehicle being unsuitable for the hirer's purpose.
- Any loss or damage to any property left in or on the vehicle or handled by Mountain Campers.
- Subject to any insurance arrangements agreed with Mountain Campers the hirer shall not have recourse to: Mountain Campers, its employees or agents against any claims, demands and expenses (including legal costs) incurred or sustained by them by reason of use and/or possession of the vehicle.

### **5.0.1 Entire Agreement**

These terms and conditions constitute the entire agreement between the hirer, any additional drivers and Mountain Campers. There are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement. Mountain Campers reserves the right to add or amend these Terms & Conditions without prior notice at any point before the rental agreement forms are signed. This agreement, together with the documents titled 'Rental Agreement', will form the full contract of hire agreement between Mountain Campers and the hirer.

### **5.0.2 Clause Compliance**

Mountain Campers believes that all the clauses contained in this agreement are fully compliant with UK the laws of the United Kingdom. However, should any single clause be found not to comply with any laws or regulations then the remaining clauses will still be enforceable.

## **6.0 Complaints and Contacting Us**

We want you to be happy with your rental but we know that sometimes things go wrong.

### **Contact Us:**

We take customer service seriously and commit to dealing with complaints fairly and thoroughly. If you want to complain about your rental, you can find our contact details in the rental agreement.

We aim to resolve general complaints within 10 working days and complaints relating to damage within 15 working days.

Mountain Campers

Rockville  
Gorthleck  
Inverness  
IV2 6YP

+44 (0)1456 486789

admin@mountaincampers.co.uk