



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

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

#### **Version 1.4 February 2020**

**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 meets the UK minimum requirements for third party motor vehicle insurance. 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 and be insured on one of our vehicles. By making a booking you agree to our booking terms and our rental and insurance conditions.

#### **1.3 Payment**

At the time of booking a vehicle there is a minimum requirement to pay 25% of the total hire cost. This deposit can be fully refunded up until one calendar month before hire commences (minus a processing fee of £10). Full payment is required one calendar month prior to the booking commencing. If the original booking falls within one calendar month of the hire period, full payment will be required once there is confirmation of the booking. Any booking not paid in full by this date is liable to cancellation.

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, inclusive hire of additional items as listed in the vehicle inventory and any selected optional extras at additional cost, including additional drivers.

There is a mandatory requirement to place a deposit prior to receiving the rental vehicle, to cover any additional costs which may be incurred during the rental period as well as act as an excess deposit against the vehicle insurance. These costs are only charged if the conditions set out within the Rental Agreement are breached, a claim has to be made through the insurers 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 and American Express payment cards (excluding prepaid cards) as a means of payment. We also accept direct bank transfer. We do not under any circumstances accept cash payments.

### **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 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 alternative dates are identified and mutually agreed between us, a new booking confirmation will be sent within seven 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 one calendar month 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. If no alternative dates can be arranged and/or the hirer wishes to cancel the booking, then the booking contract will be terminated.

### **1.7 Cancelling a Booking**

If it is more than one calendar month until the commencement of an agreed rental period and the booking has been part paid or paid in full, the hirer will be refunded the amount paid to date less a processing fee of £10.

If it is less than one calendar month but more than 14 days prior to the commencement of the rental period, then the 25% deposit amount will be retained and any other balance paid will be refunded. (see 1.7.1)

If it is less than 14 days prior to the commencement of the booking then the full daily booking amount will be retained, any optional extra costs will be refunded. (see 1.7.1)

#### **1.7.1 Rebooking Cancelled Booking Periods Less Than One Calendar Month's Notice**

If as a result of a cancellation taking place and a booking period becomes available again, we will of course endeavour to fill this vacancy with another booking. If we are subsequently able to rebook any of the dates of a cancelled period of booking then the following will apply to the cancelled customer:

- a) Deposit Amount: if you have only paid a deposit, we will refund you a percentage of the amount of each day of the original cancelled period re-booked, up until the full deposit amount is refunded minus a processing fee of £10.
- b) if you have paid in full we will refund you the daily rate per day of the original cancelled period re booked, until the full amount is refunded minus an processing fee of £10.

### **1.8 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, or send us a direct bank transfer payment. 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.

### 1.9 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 insurance, and agrees with the vehicle condition and contents as listed within the vehicle inventory. Any additional drivers will be required to sign the rental agreement as an additional party. By signing, additional drivers are also agreeing to accept the terms and conditions 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 processing 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 Scotland and the United Kingdom apply to this contract.

### 1.10 Security Deposit

Before we rent the vehicle to you, we will require payment of a security deposit into our account. This can be made by payment card or by direct bank transfer. We do not accept cash deposits. The minimum set amount is £1200, but we may have to raise this amount dependent on the circumstances of rental.

Extra costs which may result in the part or full loss of the security deposit or additional charges:

- 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
- Fire damage caused to the vehicle or third party by the hirer using the vehicle's cooking or heating system may incur a claim charge of 25% of the total claim cost against the main hirer.

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

#### **1.10.1 Pre authorisation hold:**

For short rental periods up to **three days** we may at our discretion place a preauthorisation hold on 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 on the same payment card that paid for the original booking. Payment method for pre authorisation hold transactions must be finalised with us 24 hours prior to vehicle pick up.

The minimum pre authorisation amount is £1200.

A pre-authorisation holds money in your account, therefore you must have the available funds on that payment card (credit or debit). 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 if they are incurred, and your card company releases the pre-authorisation. While a pre-authorisation hold 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 in full.

At vehicle return, if any money is owed to us or the deposit is forfeit i.e. as a result of damage to the vehicle resulting in an insurance claim, this will be calculated and processed using the pre authorisation payment card provided. If you choose to pay any outstanding costs by a different method, be aware that the pre-authorisation hold 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 hire period.

#### **1.10.2 Security Deposits**

For rental periods of **four days or more** we will require a security deposit to be placed into our account. This can be paid by a payment card or by direct bank transfer into our account.

The money will be transferred into our account and will be refunded (less any outstanding monies owed) on the completion of hire. Payment of the security deposit if made by payment card, or direct bank deposit must be finalised at least 24 hours prior to vehicle pick up.

The minimum deposit amount is £1200

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.

We will arrange for full refund of the deposited money on the day of the vehicle return, providing there are no outstanding charges or other outstanding issues, which may prevent us refunding the money until resolved. Please be aware that depending on your banking provider there may be a delay of up to 14 days for the money to clear into your account. However, in most circumstances it only takes a few days.

## **2.0 Requirements you must meet to rent and be insured on 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. We require all main drivers and additional drivers to submit the relevant information prior to the day of hire to ensure that we can insure you on the vehicle. This saves delay and disappointment on the day if we subsequently have to refuse your rental as we cannot cover you for insurance purposes.

**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/EAA States, including Norway, Switzerland and Lichtenstein, Australia, Canada, New Zealand and United States. Mountain campers require copies of driving licences (both sides) to be submitted as part of the booking process. We will also require to see the original documents on the day of hire. If your 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. The address on their driving licence must be their current address and match the address on the documents shown as proof of address (as 2.4)

**2.2 Age:** The hirer of the vehicle and any additional drivers normally 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. The original document needs to be shown on the day of hire.

**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/EAA Driving licence holders:** will also 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 also 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 such as electricity, gas, water, cable/satellite TV or landline phone (not mobile/cellular phone), if only ONE utility bill can be provided then in addition ONE of the following may be provided Bank, Credit Card or mortgage statements, or UK council tax statement. These must show the name and address of the main hirer or additional driver and NOT be older than 90 days from the date of the first day of rental and be original documents not copies. These documents must show the drivers correct current address which must match the address on the driving licence.

## **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 if the rental period is more than 21 days from the first submission. You must declare at the time of booking and again on the day of hiring any penalty points, 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 five years.

## **2.6 Motor Insurance Claims or Refused Insurance**

All drivers must declare any Motor Insurance Claims that they have made within the last 5 years and declare if they 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.

## **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 and conditions set out in the rental agreement 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.

## **2.10 Occupations for further Insurance Considerations**

The following occupations will need to provide further information before our insurers will confirm they will cover you.

- Persons engaged wholly or partly in professional entertainment
- Professional modelling
- Professional sports persons, including jockeys and persons connected with racing
- Persons in the gaming industry including professional gamblers
- Persons who are engaged in journalism or the press of any sort
- Persons engaged in hawking or general dealing, or street market trading
- Foreign Service Personnel based in the UK (other than persons holding a full UK/EU licence for two years or more)

## **3.0 Vehicle Insurance Cover**

The following outlines the comprehensive level of insurance cover, limitations and exclusions provided by our current insurers Allianz Policy No 26/BV/29159280/05. A copy of the terms of our current insurance policy is available on our website and a hard copy is provided to drivers in our vehicle.

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

The vehicle comes with third party liability insurance cover. This means you're **covered for 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 deposited into our account prior to rental, you will normally 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)
- You breaking the law
- Or the limitations listed at 3.0.3 apply

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 personal items inside the rental vehicle.**

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

If the vehicle, keys, any provided 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 will be required to pay an excess, including our costs or admin fees which may be up to the full excess amount of £1200 preauthorised via a payment card or deposited into our account prior to rental. You will not normally have to pay any other costs, **unless the damage or loss exceeds the excess amount and was caused by:**

- Your negligence (for example filling the vehicle with the wrong fuel)
- You breaking the contract (for example allowing someone we have not approved drive the vehicle)
- You breaking the law
- Or the limitations as listed at 3.0.3 apply

### **3.0.3 Insurance Limitations & Liability**

**In the following circumstance the main hirer may be liable up to 25% of the claim cost: Fire damage caused by cooking or heating the vehicle.**

a) In the event of damage caused by fire to the vehicle or third parties as a result of the use of the cooking implements, the main hirer may be liable up to 25% of the total claim costs. Hirers must therefore be careful to ensure that the cooking appliances are never left unattended when in use and the main gas isolation switch is turned off when the gas cookers are not being used.

b) Damage caused to the vehicle or third parties by fire as a result of using the heating system may render the main hirer to be liable up to 25% of the total claim cost. The supplementary heating system does by design have a hot exhaust system situated underneath the vehicle. When parking the vehicle and using the heating system ensure that nothing is left underneath the vehicle and ensure the exhaust system does not come into contact with any inflammable material such as dry grass, as this could cause a fire.

### **3.0.4 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 may 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

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

With the exceptions shown in **3.0.3** & **3.0.4** you will normally pay no more than the agreed excess amount for the vehicle for the damage, loss or theft. This is the £1200 via a payment card or 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.

### **3.0.6 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 from the deposit left in our account.

### **3.0.7 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 £1200 on a payment card or 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.

### **3.0.8 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 at 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 (without our specific written permission)
- Not leave the keys in the vehicle or ignition with the vehicle unattended
- 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 (other than the approved Camping Gaz Cylinders)
- 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, outdoor concerts, or large gatherings of persons for a common purpose, without specific prior written agreement.

- Use the vehicle for any sort of political campaigning, public protest, demonstration, 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...

At the scene of the accident, first of all make sure you get to a safe place out of a main road and out of any oncoming traffic. Avoid staying in the vehicle if you are on a motorway or any other type of main road. Once you are in a safe place please try and obtain all the details of the other party/parties involved. You will need:

- Full names, contact telephone numbers, insurance details, including the policy number and vehicle registration details and the vehicle make and model
- You should stay calm and polite to the third party, but don't admit you were at fault for the accident, even if you think you were. Remember to make a note of any passengers in the other vehicle, include details such as their age
- Most people have a phone with a camera which makes it much easier than it used to be together photographic evidence at the scene. If possible and safe to do so, take photos of the damage to all vehicles involved. Likewise, any damaged property and the scene as a whole including road markings and signs
- Gather any information you can from any witnesses to the accident ask for their details, including an address and telephone number. An independent witness can be useful to prove who was at fault in an accident.
- If your vehicle is obstructing the road, try and move it to the side. Only do this if the vehicle is safe to drive, don't put yourself in any danger. If you are unsure at all, do not attempt to move it. If your vehicle is safe to enter and not in a dangerous place you can collect all of your belongings out of the vehicle if it's undriveable and it needs collection.
- Report the collision/accident to the police: if the accident is serious, and/or you wish to make an allegation of dangerous driving against a third party, and/or the vehicle is not safe to drive, and/or if anyone is injured. If the police attend please get a police report reference number or the name of the officer dealing.

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

You MUST...

- Contact us and inform us of the incident. We will send you an incident report form which needs completing. 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. If you do not return the incident report form within seven days or we find out the incident report form contains important missing or incorrect information, then you will be charged an additional processing fee of £50.
- 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

#### **3.5.1 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 seven days). If you fail to send us the incident report form, then a £50 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 VW 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 glovebox. 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 may 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 Notices of Prosecution, 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 United Kingdom or country you're driving in.

You are responsible for dealing with all notices of intended prosecution, fines, penalties and charges issued as a result of you or any other 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 Passing on your details**

By signing the rental agreement, you agree to us giving your details as the main hirer, and additional drivers as well as a copy of the rental agreement, to the statutory authority issuing a notice of prosecution, penalty or fine or a private company that has issued a parking or toll charge.

If a fine or charge is sent to us because it is alleged you haven't paid a charge or complied with the law, we will contact you in the first instance and inform you of the details of the complaint as it is your responsibility to process it. We will also contact the authority or complainant and pass on your details 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.

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

There may be times when we consider we cannot lawfully pass on your information. In these circumstances, we'll contact you direct and request you deal with it. If we have to pay a fine or charge

on your behalf, we will require full reimbursement of this cost within 28 days and we will charge an additional £20 processing fee on top of the original cost to us.

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

If the vehicle is seized by the Police, Border Force, Her Majesties Revenue and Customs or any other lawful 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

Unless the seizure was caused by our negligence, or us breaking the contract, or the law.

### **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 an additional cleaning fee.

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 £35 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 or taken from your deposit.

### **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 or take it from your deposit. 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 or take it from your deposit.

### **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 £10 processing fee. 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 left 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 if possible returned to issuing bank or 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 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 posted or couriered to you if you are unable to collect your property yourself. You will be required to pay in advance the relevant postal or 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 Your obligations**

You agree to comply with these terms and conditions and operate the vehicle and its contents as specified during the vehicle briefing and as instructed in the supplied rental vehicle operations manual.

You agree to keep and leave the vehicle, its contents and any optional extras in a clean and good condition.

You agree not to operate the vehicle or use it in a manner that breaches these terms and conditions or cause a nuisance or annoyance to us or to any other third party whilst driving or occupying the vehicle.

You agree to take all necessary steps to safeguard your personal property while using the vehicle.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

You cannot allow more than four people to travel or stay in the vehicle, nor can you significantly change the makeup of the party during the rental period. If you do so, we can refuse to hand over the vehicle to you, or can require you to return it to us. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion.

You agree to allow us or any representative of ours access to the vehicle at any reasonable time during your rental period for the purpose of essential repairs, in an emergency or to ensure you are complying with the Rental Contract.

## **6.0 Limit of Liability**

Mountain Campers will not be responsible for losses you have suffered as a result of us breaching any booking terms or rental 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.

Our maximum liability for losses you suffer as a result of us acting in breach of this agreement is strictly limited to the amounts received by us in relation to your Booking.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.



### **6.0.1 Law and Jurisdiction**

This Booking & Rental Contract (including any non-contractual obligations arising under or in relation to this Booking & Rental Contract) between you and us is governed by the laws of Scotland and the United Kingdom, and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of Scotland and the United Kingdom.

### **6.1 Miscellaneous**

You may not transfer your Booking or any rights and responsibilities under this Booking or Rental Contract to any other person, without our prior written consent.

If at any time any part of this Booking or rental contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

These terms and conditions form part of the booking and rental agreement, together with the cancellation policy and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking and Rental Contract. Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking and Rental Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking and Rental Contract.

We will not be in breach of this Booking and Rental Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.

### **6.2 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.

### **6.3 Clause Compliance**

Mountain Campers believes that all the clauses contained in this agreement are fully compliant with the laws of Scotland and 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.

### **7.0 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 28 working days and complaints relating to damage within 15 working days.

Mountain Campers

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