



## **Terms and Conditions**

Version dated 5 January 2009

**Thank you for booking with Highland Campervans. Please read the following terms and conditions carefully as they form the basis of your contract with us. We have written them as clearly and simply as possible, but if you have any questions you should ask us before committing to your booking.**

### **1. DEFINITIONS**

- 1.1 **'Driver(s)'** means only the person or persons named as the driver(s) on the booking form.
- 1.2 **"You"** and **"your"** means the driver together with all other persons named on the booking form (including anyone added or substituted at a later date) and any person whose credit card is presented for payment of the hire charges.
- 1.3 **'Highland Campervans'** or **'we'** or **'us'** means Highland Campervans as a company.
- 1.4 **'Hire period'** means the agreed rental period as defined on your final invoice and any additional period during which the vehicle is in your possession or control.
- 1.5 **'Vehicle'** means the vehicle hired by you and includes tyres, tools, accessories & all other equipment or documents or additional hire items related to the vehicle and any replacements or substitute vehicle that may be provided by us.

### **2 YOUR CONTRACT**

- 2.1 Your contract is with Highland Campervans. Your contract with us comes into existence when we send confirmation of your booking to you in written form by letter or email.
- 2.2 You should check the details of your confirmation email/letter carefully to ensure that it reflects the booking you have requested and inform us immediately of any discrepancies, as it may not be possible to make changes later.
- 2.3 If you commit any breach of this agreement, we may treat the agreement as terminated. In this situation we will not be liable for any refunds, compensation or other losses or expenses, including any return or onward travel arrangements.

### **3 RATES & CONDITIONS**

- 3.1 Prices and conditions quoted on our website or documentation are subject to change without notice.
- 3.2 All prices are quoted and payable in UK pounds sterling.
- 3.3 Once you have made your booking and paid the deposit, the cost of your hire will not normally be subject to any change. This does not apply to invoice errors or omissions.
- 3.4 Once a booking has been made, offers and discounts cannot be applied retrospectively.
- 3.5 The balance of the price of your hire must be paid a minimum of 4 weeks before your arrival date. If you are booking within 4 weeks of departure full payment is due at the time of booking.
- 3.6 If the balance is not paid in time, we may cancel your booking and retain your deposit.

### **4 HIRE PERIOD & DURATION**

- 4.1 We calculate rental days on the basis of 24hr periods between the office hours of 9am to 8pm. **Vehicles should be returned at the time specified up booking. Returns which go beyond a 24hr period will be charged the extra day's hire.**
- 4.2 Except as otherwise expressly provided in these terms and conditions late pick-up or early return of the vehicle does not entitle you to any refunds.
- 4.3 We allow a grace period of 1 hour before the customer is liable for any late return charges. Late return charges are £40 if you are up to 2 hours late. More than 2 hours late, one full days hire rate will apply. **If you are in any doubt as to whether you will make the return time you should contact Highland Campervans as soon as possible to notify them of possible delays.**

### **5 RETURN OF THE VEHICLE**

- 5.1 You will return the vehicle in a clean condition with a full tank of fuel, on the return date, on the time and at the location set out in the rental agreement.

### **6 DRIVERS**

- 6.1 No driver may drive a hire vehicle unless he/she:
  - 6.1.1 Is aged between 25 and 70 for standard rates, or aged 21 to 24, or 71 to 74 subject to additional insurance premiums. We cannot hire to anyone over their 75th birthday.
  - 6.1.2 Holds a full driving licence valid to drive in the UK and has not been disqualified.
  - 6.1.3 Has held a full driving licence for more than 2 years.
  - 6.1.4 Has not been convicted of any criminal / driving offences other than speeding and parking offences.
  - 6.1.5 Has had no motor accidents in the last 2 years. Accidents where the driver was not at fault must be declared.
  - 6.1.6 Does not suffer from any physical or mental defects which would affect the driver's ability to drive the vehicle in accordance with legal requirements and/or the driver has not been advised not to drive on medical grounds by the driver's G.P. or other medical personnel.
  - 6.1.7 Has never been refused motor insurance.
  - 6.1.8 Is not employed in a 'high risk' occupation as defined by our insurer. Please contact us if you are in any doubt. We will check your occupation before confirming your booking.
  - 6.1.9 Produces a valid driving licence upon collection of the vehicle. Drivers from outside of EU, USA, Canada & New Zealand must also produce a current International Driving Permit or Licence.
  - 6.1.10 Is a named driver on the Booking Form.
  - 6.1.11 Authorises us to verify through credit agencies, the Driver and Vehicle Licensing Agency, his/her employer or any other sources his/her personal, driving and credit information.
  - 6.1.12 We may refuse to hire you the vehicle for any reason whatsoever at our sole discretion.
- 6.2 We charge a premium for additional drivers. All drivers must be declared at the start of your hire & named on your booking form.

6.3 If you are unsure of any aspect of the above, you should contact us and we will check with our insurance company whether any premiums may apply.

6.4 You acknowledge that it is illegal for an undeclared driver to operate a rental vehicle, as they will not be insured.

## 7 CANCELLING YOUR BOOKING

7.1 You will incur the following charges if you cancel your booking:

7.1.1 Cancellation more than 8 weeks before your arrival date, cancellation charge is 25% of total cost.

7.1.2 Cancellation between 8 and 4 weeks before your arrival date, cancellation charge is 50% of total cost.

7.1.3 Cancellation between 4 and 2 weeks before your arrival date, cancellation charge is 75% of total cost.

7.1.4 Cancellation less than 2 weeks before your arrival date, cancellation charge is 100% of total cost.

7.2 You may cancel your booking at any time. Your notice of Cancellation must be in writing and will only take effect on the date it is received at our base.

7.3 Where a refund is due after any cancellation charge has been taken into consideration (and provided we have received full payment from you) we will make the refund within 28 days of receiving notice of cancellation.

7.4 Note that if the reason for cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim these charges. We strongly recommend that you take out separate travel insurance. It is your responsibility to ensure that the travel insurance you purchase is adequate for your particular needs. We do not check travel insurance policies.

## 8 CHANGES TO YOUR BOOKING

8.1 If, after we have confirmed your booking, you wish to change your travel arrangements in any way we will do our utmost to make these changes, but it may not always be possible.

8.2 The price of your hire may increase or decrease to reflect the changes made. We also reserve the right to impose an administration fee which will be advised to you at the time you request the change.

## 9 IF WE CHANGE OR CANCEL YOUR BOOKING

9.1 It is sometimes inevitable that we will have to change or cancel your hire as the arrangements are made some time in advance. We reserve the right to make such changes and cancellations should they become necessary although we will try to minimise the chance of such an event.

9.2 If your chosen specification of vehicle is not available, for instance following damage by a previous customer, we will aim to offer you another vehicle in its place if one is available.

9.3 If the replacement vehicle is smaller or less well equipped than your original booking we will refund the difference in price only.

9.4 If the replacement vehicle is larger than your original booking you will not be held liable for any higher rental charges.

9.5 We are not liable for any additional expenses incurred by you, e.g. higher ferry charges or road tolls.

9.6 If you choose not to accept our replacement vehicle offer, or we are unable to provide a replacement vehicle for whatever reason, we will only be liable to refund the monies paid by you to us.

9.7 At our discretion compensation may be paid in the event that we are obliged to cancel all or part of your booking. In all cases this will be no more than double the cost of the cancelled period.

9.8 Compensation will not be payable where changes or cancellations are made as the result of circumstances outside of our control.

9.9 Except as expressly set out elsewhere, we regret that we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these terms and conditions, "force majeure" means any event which we could not even with all due care, foresee or avoid. Such events may include threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## 10 USE OF THE VEHICLE

10.1 **Whilst you are hiring the vehicle you will not:**

10.1.1 Operate the vehicle, or permit the vehicle to be operated in any way that would violate this agreement including, for the avoidance of doubt, for commercial or business purposes.

10.1.2 **Permit anyone other than the driver(s) named on the Rental Agreement to drive the vehicle.**

10.1.3 Engage in motor sports, including racing, pace making, rallying, reliability trials, and speed testing.

10.1.4 **Propel or tow any vehicle or trailer unless agreed by us in writing at the time of your booking.**

10.1.5 Drive or permit to drive any person unfit through drink or drugs or with blood alcohol concentration above the limit prescribed by road traffic legislation.

10.1.6 Leave the vehicle unlocked while unattended, or fail to secure the keys.

10.1.7 **Drive other than on a paved public highway, private road, or driveway. Driving onto official campsite fields is permitted but you should take reasonable precautions to ensure that the ground is suitable and you will be able to drive off the field. Even if a vehicle is designated as a four-wheel drive, it is not to be taken off-road as the four-wheel drive provides a safety feature for winter driving only.**

10.1.8 Drive in a reckless or imprudent manner.

10.1.9 **Carry more passengers than the seating capacity of the vehicle.**

10.1.10 Allow the vehicle to be overloaded.

10.1.11 Carry passengers or goods for hire or reward.

10.1.12 **Smoke or permit anyone to smoke in the vehicle.**

10.1.13 Use the vehicle in violation of any law, ordinance or regulation.

10.1.14 Remove the vehicle from England, Scotland, Wales or Ireland without our prior written consent.

10.1.15 **Allow any animals in the vehicle without our prior written consent.**

10.2 You will take all reasonable steps to maintain the vehicle, ensuring that the oil level, water level & tyre pressure are correctly maintained during your hire. You will contact us immediately should any vehicle warning lights indicate a potential malfunction.

10.3 You will use the correct legal fuel type for the vehicle as advised by us at the time of collection of the vehicle.

## 11 IN THE EVENT OF A BREAKDOWN

11.1 You should seek the help of the AA breakdown services.

11.2 Our vehicles are covered by AA Roadside breakdown policies.

11.3 You are authorised to approve repairs up to £100.

11.4 Any repairs in excess of £100 must first be authorised by us, prior to the work being undertaken.

11.5 In all cases receipts must be submitted for any repair or the claim will not be paid.

- 11.6 You and not us will be liable for the cost of any repairs, or other costs incurred, resulting from reckless, negligent or imprudent use of the vehicle by you or permitted by you including, for the avoidance of doubt, the cost of towage, replacement vehicle or car hire.
- 11.7 You will notify us by telephone of the breakdown as soon as possible in order to give us the opportunity to rectify the problem during the rental.
- 11.8 If a repair cannot be completed within 24 hours, and it is not the result of reckless, negligent or imprudent use of the vehicle by you or permitted by you, we will endeavour to help you by providing either a replacement campervan (if available) or arranging car hire for you for the remainder of your trip. We will not be liable for any other costs incurred. All other conditions will apply.
- 11.9 Compensation may be paid at our discretion. In all cases compensation is limited to double the cost of the disrupted rental days.
- 11.10 Compensation will only be paid if the campervan is rendered unusable by the breakdown.
- 11.11 Compensation will only be paid where the breakdown occurs as a result of our failure to use reasonable care & skill (e.g. in relation to servicing the vehicle).
- 11.12 You will be liable for any cost associated with the incorrect or illegal use of fuel (fuel being petrol or diesel) or water contamination of fuel including, for the avoidance of doubt, any necessary repair or drainage work, towage, and the cost of hiring a replacement vehicle or car hire. The customer will also pay Highland Campervans the daily rate for the period the vehicle is undergoing repairs and therefore unusable for hire.

## 12 IN THE EVENT OF A PUNCTURE OR DAMAGE TO TYRES

- 12.1 You are liable for the cost of any damage or punctures.
- 12.2 In the event that a tyre is returned damaged, at the end of your hire, it will be at our discretion whether to repair or replace it.
- 12.3 If you have a puncture during your hire you may use the AA breakdown service to replace the tyre.
- 12.4 You will arrange for the puncture to be repaired, or the tyre replaced, as soon as possible after the incident.

## 13 IN CASE OF ACCIDENT

- 13.1 If you are involved in a motor vehicle accident the following procedures should be followed:
- 13.1.1 Obtain the names and addresses of third parties and witnesses.
  - 13.1.2 Report the accident to the police, regardless of estimated cost.
  - 13.1.3 Do not accept blame or insist the other party is at fault.
  - 13.1.4 If possible photograph damage to all vehicles involved and registration numbers.
  - 13.1.5 Phone Highland Campervans on 01463 798009 or 07790 300498.
  - 13.1.6 At our base hand over any police reports or photographs, pay the damage excess charge (if applicable). We will ensure that an accident report is completed clearly and signed by the customer.
  - 13.1.7 Depending on availability, and at our discretion, we will endeavour to provide a substitute vehicle, subject to location, accident liability & remaining hire duration.
  - 13.1.8 You are responsible for making your own way to our depot to pick up a replacement vehicle; we may offer you the option of paying for an alternative vehicle to be delivered your location.
- 13.2 We will endeavour to ensure any money due back to you is forwarded as quickly as possible, however 3<sup>rd</sup> party claims can take a long time to resolve.
- 13.3 You agree to provide all reasonable assistance to Highland Campervans in handling any claim including providing information and attending Court to give evidence.
- 13.4 Note: under no circumstances should you attempt to start or drive a vehicle that has been involved in an accident, roll over or submersion without our permission.

## 14 VEHICLE TITLE AND OWNERSHIP

- 14.1 The customer acknowledges that Highland Campervans retains the title to the vehicle at all times. You will not attempt, agree, offer or purport to sell, assign, sub-let, lend, let on hire or otherwise part with or attempt to part with the possession of the vehicle.

## 15 OUR LIABILITY

- 15.1 We cannot accept any liability for any death or personal injury you or any member of your party sustain except where any such death or personal injury arose as a result of our failure to use reasonable skill and care in performing our obligations under our contract with you.
- 15.2 You must take all necessary steps to safeguard your personal property and any liability which you may incur to others during the course of your holiday. No liability is accepted by us in respect of damage to, or loss of, such personal property except where it results from our failure to use reasonable skill and care in performing our obligations under our contract with you.

## 16 INSURANCE

- 16.1 You understand that:
- 16.1.1 The driver(s) only is covered against liability for death, bodily injury, or damage to property during the period of hire. The most that will be paid is £2,000,000 related to any incident.
  - 16.1.2 You are not covered for damage to your own personal property – we strongly recommend that you take out personal travel insurance to cover your own possessions.
  - 16.1.3 The vehicle is covered against accidental damage by fire, theft or attempted theft during the period of hire.
  - 16.1.4 There is a damage excess charge applicable to all claims.
- 16.2 The following are not covered by insurance:
- 16.2.1 Damage to tyres by punctures, cuts or bursts, damage or loss to in-car entertainment.
  - 16.2.2 Theft involving deception. Theft as a result of keys remaining in the vehicle whilst it is unoccupied is not covered by the insurance either.
  - 16.2.3 Damage to windows or a windscreen is not covered by insurance if this is the only damage to the vehicle.
  - 16.2.4 Any claim on insurance will not be considered if the vehicle was being used in contravention to these terms and conditions.
- 16.3 The damage excess charge of £750 is applicable regardless of who is at fault. The damage excess charge will be refunded only if we are successful in recovering the cost of the damages from the third party. Please note that third party claims can take months or even years to resolve.
- 16.4 The vehicle is insured for the agreed period of hire only, if you return the vehicle late you will not be insured and you may be committing a traffic offence under the Road Traffic Act.
- 16.5 If you are forced to return late you must notify us by telephone before your agreement expires.
- 16.6 Exclusions from the insurance policy, for which you will be totally liable and from which you indemnify us, include:
- 16.6.1 Any damage to the interior of the vehicle (including cigarette burns, spillages, marking), living or cooking equipment will be charged to you.

16.6.2 Any costs resulting from the improper use of the vehicle.

16.6.3 Any fines or penalties resulting from an offence against the Road Traffic Regulation or Offenders Act, and for any Congestion Charge penalties incurred.

16.6.4 Any damage caused to the vehicle above cab height.

16.6.5 The cost to retrieve or recover a vehicle that has become bogged.

16.6.6 The cost of replacing keys, which have become lost or stolen, or which have been locked in the vehicle.

16.6.7 The cost of repairing any damage caused by wilful misconduct (e.g. sitting on the roof).

16.7 You are strongly advised to take out additional travel insurance, as you may be able to claim against it for such exclusions should the need arise.

16.8 In the event of an insurance claim you must provide full and accurate information in line with the disclosure requirements of the insurer. In the event of the vehicle insurance being invalidated because of a breach of this provision you will be responsible for payment in full and indemnifying us (if applicable) of all losses, fines, expenses, costs and damages we or you suffer or incur as a result.

#### 17 DAMAGE DEPOSIT

17.1 You authorise Highland Campervans to deduct from the damage excess charge any amounts due in respect of any breakages or damage to the vehicle or any other costs we incur as a result of your use of the vehicle.

17.2 The damage excess is £750, unless you have paid for the damage excess reduction charge, in which case the excess is reduced accordingly.

17.3 The damage excess reduction charge is applicable to one damage incident only. Any subsequent accidents during the period of hire are subject to the normal £750 damage excess.

17.4 Should the damage deposit be paid by credit card, an imprint will be taken for the damage deposit.

17.5 The damage deposit may also be paid by traveller's cheque.

17.6 The deposit is fully refundable provided that the vehicle is returned on time, to the correct location, undamaged, with a clean interior, with full fuel tanks and no excess charges are due pursuant to clause 16.

17.7 We reserve the right to retain monies from your damage deposits as follows:

17.7.1 **Soiling fee £50 if the vehicle is not returned with the interior in a clean condition.**

17.7.2 **Toilet emptying fee £50 if the toilet is not returned empty & clean.**

17.7.3 **Fuel surcharge if the tank is not returned full** (empty £80, 25% full £60, 50% full £40, 75% full £20). There is also a £20 service charge.

17.8 You agree that you will be responsible for full payment of any sums due to us should the Damage Deposit you have paid not be sufficient to cover the cost of any damage or other costs as set out in these Terms & Conditions.

17.9 You agree to indemnify us for all costs, damages expenses claims and losses which we incur suffer or become responsible for as a result of any act or omission by you which results in our being unable to receive full payment for such costs, damages, expenses claims and losses under the insurance cover referred to in clause 16 or for which we are unable to receive full payment under the insurance cover referred to in clause 16.

#### 18 ROAD TRAFFIC ACT

18.1 You are entirely responsible for any speeding, parking, congestion charge or other road fines and penalties incurred during your hire.

18.2 The administration fee per incident will be £25.

#### 19 PAYMENTS BY CREDIT CARD

19.1 When payment is made by credit card you agree that:

19.1.1 We are authorised to charge any amounts due under this agreement to the customer's credit card including any damage excess charge costs.

19.1.2 You authorise Highland Campervans to recover payment from your credit card of any charges pursuant to clause 17.1 and clause 18 which were not known at the time of return of the vehicle. We may process credit card charges pertaining to the rental after the hire period.

19.1.3 All transactions are in UK Pounds Sterling. Due to exchange rate fluctuations there may be some variance between the amount initially charged to a customers' credit card and any refunds subsequently applied, we accept no responsibility for any such charges.

19.2 Personal cheques are not accepted for damage deposits.

#### 20 TERMINATING THE AGREEMENT

20.1 You acknowledge that we may terminate this agreement and repossess the vehicle at any time in the circumstances set out below. The customer will pay reasonable costs of repossessing the vehicle if:

20.1.1 You are in contravention of this agreement in any manner, or

20.1.2 We believe that you have hired the vehicle through fraud or misrepresentation, or

20.1.3 The vehicle appears to be abandoned, or

20.1.4 The vehicle is not returned on the agreed day or we believe that the vehicle may not be returned on the agreed date, or

20.1.5 On reasonable grounds, we believe that the safety of the passengers or condition of the vehicle is endangered.

20.2 You understand that, in the event of such termination or repossession except as otherwise expressly set out in these terms and conditions you have no right to a refund of any part of the rental charges or the damage deposit.

#### 21 LAW

21.1 This agreement is governed by the laws of Scotland.

21.2 The customer warrants that all information supplied by them to Highland Campervans in connection with this agreement is true.

21.3 This agreement constitutes the entire agreement of the parties and there are no other undertakings or agreements between the parties relating to the subject matter of this agreement.

21.4 We reserve the right to vary the rates and conditions of hire at any time.

I hereby agree to the above terms and conditions:

Signed:	Dated:
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