

Terms & Conditions of Hire for Loch Ness Motorhomes

1. **Security Deposit:** At the time of handover the hirer, will complete and sign the 'Notification of hired vehicle' form. By agreeing and signing the 'Notification of hired vehicle' document the hirer fully agrees to the terms and conditions set out in this document. Loch Ness Motorhomes, the owner, will be authorised to deduct the sum of £750 as a 'Security Deposit' from the hirers debit or credit card account for either the full duration of the hire period of the vehicle, or in the event of damage, until the vehicle is repaired to a condition that is satisfactory to Loch Ness Motorhomes (without any unreasonable time limits being imposed). A 2.5% surcharge is payable on credit card payments due to bank charges.
2. **Delivery and Return of the Vehicle:** The vehicle will be made available in a clean condition and in sound and safe working order and with a full tank of fuel. Any existing damage to the vehicle will be recorded on the 'Notification of the Hired Vehicle' document and will be signed by both the hirer and a representative of Loch Ness Motorhomes. This will constitute a full agreement of any damage to the vehicle prior to the period of hire to which this document applies. The vehicle should be returned on the agreed date and time with a full tank of fuel and in a clean condition; otherwise the hirer will be subject to any penalties (detailed in penalties section 6 of this agreement document).
3. **Drivers:** All drivers of vehicles on hire from Loch Ness Motorhomes must:
 1. Abide by all of the driving laws applicable to the country being driven in
 2. Agree to all of the Terms and Conditions contained in this document
 3. No person shall drive or be in control of this hired vehicle unless they are authorised by Loch Ness Motorhomes
 4. Hirer and any Driver: All drivers must have held a full UK/EU driving licence for at least 2 years in respect of a motor vehicle
 5. Non EU licenses can be accepted subject to prior approval from our insurers
 6. Drivers:
 - a. Age limits are 25 to 75 years.
 - b. Details of all driving Licences (both parts for all UK Licences in applicable) and National Insurance number are required and must be viewed and recorded by Loch Ness Motorhomes (or representative) prior to start of hire.
 - c. In the case of non EU licences these should be provided at least 8 weeks prior to the hire date
 - d. Drivers, when driving during any contravention of a moving traffic offence, and are personally liable for all and any legal penalties imposed by the driving behaviour (e.g. parking tickets, speeding or traffic light fines or any other contravention of any law in the country being travelled) and are incurred during the period of hire. Any penalty or follow up enquiry or enforcement procedure applied to that contravention, will be the responsibility of the driver or hirer (whoever is applicable under the offence contravened or by the terms of this agreement) of the vehicle incurring any such penalty.
 7. The following persons will require prior approval from our insurers before being permitted to drive the vehicle:
 - a. Persons with a physical or mental defect, impairment of sight, hearing, heart, any diabetic or epileptic condition
 - b. Persons who have had to make a health related notification to the DVLA
 - c. Jockeys, professional performers or persons employed in the entertainment industry in any way
 - d. Foreign Service personnel other than persons born in the United Kingdom
 8. **The Hirer** or and driver must have resided in the UK or EIRE for more than 3 years, unless the hirer or driver is a temporary visitor to the UK for social domestic and pleasure purposes. The hirer and any driver must never have had his or her vehicle insurance declined or renewal refused or any special terms imposed or had his or her policy cancelled by any insurer
 9. **Additional drivers:** Additional drivers are allowed to a maximum of 3 additional drivers and all of the hire insurance company terms and conditions of hire, and all conditions contained in this agreement will apply in full to all additional drivers.

4. **Loss of Vehicle prior to Hire Period:** Loch Ness Motorhomes will refund the hirer all monies and will have no obligation to provide a replacement vehicle if the vehicle is not returned to them prior to the start date of their hire period for that vehicle, or Loch Ness Motorhomes cease to have the use of any vehicle prior to the last hire return date for any reason whatsoever e.g. accident, damage, weather, theft or any unforeseen event or circumstance. We regret that Loch Ness Motorhomes cannot accept responsibility or pay any compensation or expenses where we have not been able to provide a suitable vehicle for reasons beyond their control. Loch Ness Motorhomes reserves the right, at their absolute discretion, to substitute a comparable or superior vehicle for the 'Hired Vehicle'. Should for any reason the vehicle is not available for hire a full refund will be given.

5. **Rental and Other Charges:** A non-refundable £200 deposit for each week or part week is payable at the time of booking. The remaining balance is due to be paid 8 weeks prior to the first day of the hire. In the event of the hirer having to cancel the booking prior to the 8 week balance due date, the deposit will be forfeited. Cancellations after this date will be charged at (based on whole hire charge)
 1. 6-8 weeks 40%
 2. 4-6 weeks 60%
 3. 2-4 weeks 80%
 4. 0-2 weeks 100%

6. **Penalties:** The vehicle should be returned at the end of the hire period on time, clean and full of fuel. If the vehicle is returned in an unsatisfactory condition the following penalties may be enforced. All prices are inclusive of VAT @ 20%:
 1. Cleanliness: Cleaning Fee (up to £150.00)
 2. Smokers: Any evidence of any smoking within the interior of the vehicle on it is returned (including owners sense of smell, regardless of physical evidence), will attract a penalty of £150
 3. Toilets: A penalty of £80.00 will be charged if the toilet and waste water tank is not emptied prior to the return of the vehicle.
 4. Late return of vehicle: There will be a penalty of £50 plus £1 per minute that the vehicle is returned after the agreed return time (as noted at the time of handover). This includes time spent unloading the hirers possessions. For the avoidance of doubt, Loch Ness Motorhomes considers the 'returned time' to be when they are in a position to take it for post hire processing.
 5. Vehicles returned without a full tank of fuel will be charged at the rates as shown when filled up plus filling charge of £25.
 6. Damage will be charged at retail cost of any parts required plus labour at £35 per hour.

7. **Pets:** Pets are allowed (maximum of 2) at our discretion plus a minimum additional charge of £35 (per pet). The hirer must bring a pet-blanket and ensure that their pet(s) do not lie on the bedding or seating. All pets must not be left unattended in the motorhome at any time. Hirers are asked to keep their dogs under control when at campsites, near farm land with sheep or other livestock and to comply with the countryside code at all times.

8. **Damage to the Hired Vehicle:** Any damage to the interior or exterior of the vehicle, regardless of cause or blame, is the responsibility of the hirer and/or driver as well as any loss of any items supplied with the vehicle during its period of hire. It is the hirers responsibility to report any damage (above an estimate of £50) to Loch Ness Motorhomes immediately. Failure to do so may invalidate the insurance and render the hirer and/or driver or liable for the full repair costs of all damage caused during the hire period. Every separate event causing damage or loss of items from the vehicle will each be treated as a completely separate event, and each such event involving loss or damage above an estimated £50 must be separately reported to Loch Ness Motorhomes. The vehicle is inspected that the end of hire, however as some damage may be concealed and may not become apparent until the vehicle has been through post hire processing in which case the hirer may be liable for damage found up to 24hrs after the vehicle has been returned. For all damage photographs will be taken and sent to the hirer. Hirers must not attempt any repairs without the prior consent of Loch Ness Motorhomes.

9. **Travel Insurance:** It is advised that all hirers, including all passengers and any authorised drivers and all passengers, obtain sufficient and fully adequate travel insurance that will provide sufficient protection for the Hirer/all Passengers/and all Drivers or any other person travelling in the hired vehicle.
10. **Late Payment:** In the event that the hirer fails to pay the balance of the hire charge in full 8 weeks prior to the first day of their hire, Loch Ness Motorhomes reserves the right to cancel the booking. In this event the deposit will be forfeited.
11. **Methods of Payment and charges:** Credit card payments are accepted by Loch Ness Motorhomes and a charge of 2.5% for any credit card payment will be charged to the Hirer. Loch Ness Motorhomes may at their convenience process card payments through Caley Cruisers Ltd. Debit cards and cheques will incur no charges unless imposed for non-UK bank cheques. All charges incurred for any International transfer of funds will be met by the hirer.
12. **Vehicle Damage - Vehicle Hire Insurance Cover:** The vehicle has fully comprehensive insurance and is insured for damage to the vehicle and the property of any third party; The hirer will have to pay the hire vehicle insurance excess that is limited to GBP £750 for every individual event or claim, and subject to the hirer complying with the terms and conditions of the vehicle Hire Insurance Company, otherwise the hirer will be responsible for the full cost to repair any damage caused during the period of hire of the vehicle.
13. **Road Restrictions:** The vehicle may only be driven on sealed roads and to officially recognised campsites - all other roads must be agreed with Loch Ness Motorhomes prior to driving. Parking other than on officially recognised campsites is permitted providing that the hirer adheres to the Road Traffic Act Scotland and the Countryside code. (b) Loch Ness Motorhomes reserves the right at any time, and at their sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.
14. **Use of the Vehicle:** During the rental period, the hirer will not allow the vehicle to be;
 1. driven otherwise than in a cautious, prudent and normal manner;
 2. used in a manner which could cause damage;
 3. driven in a prohibited area or in an area other than the areas indicated by Loch Ness Motorhomes;
 4. driven by any person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by the law of any country that the vehicle is being driven in/through;
 5. left with the ignition key in the vehicle while it is unoccupied;
 6. be left with the key in the ignition when not being driven;
 7. Driven by persons: (i) Under the age of 25 years; or (ii) Any person who is not specifically authorised by Loch Ness Motorhomes to drive the Vehicle. Particulars of all/any proposed licensed driver of the vehicle will be set out in the 'Notification of hired vehicle' document before or at the time of or to the handover of the vehicle;
 8. immersed in water or salt water;
 9. used for any illegal purpose;
 10. Used for any purpose in connection to professional horse racing;
 11. Used for any purpose with professional entertainment or street performance;
 12. Used for any sort of political campaigning, public protest, parade or similar;
 13. used for any race, rally, treasure hunt or contests of any kind;
 14. used to carry passengers or property for hire or reward (unless specifically authorised by Loch Ness Motorhomes);
 15. used to carry more passengers than restraints, child seats or booster cushions are required where applicable;
 16. used to carry volatile liquids, gases, explosives, generators or other corrosive or inflammable material other than cooking / heating gas as supplied by Loch Ness Motorhomes;
 17. Otherwise used in breach of any other obligations under this agreement;

15. **Responsibility:** The hirer or nominated driver is fully responsible for the hired vehicle, for all damage caused to it during the rental period (regardless of any third party claims, cause or blame), for all contraventions of the Laws of the Countries that the hirer is /touring/visiting/driving in or through and the hirer will be responsible for all penalties applied by any UK or any Foreign Authority that applies to the vehicle that the hirer / driver is responsible for during the hire period with Loch Ness Motorhomes, and absolves Loch Ness Motorhomes, the Owner of this vehicle of all and any responsibility for any such penalty/fine/charge/conviction, during the period of hire of the vehicle. The hire MUST ensure the keys are kept secure at all times, should the vehicle be stolen with the ignition key then the hirer will be liable for the entire replacement cost of the vehicle.
16. **Vehicle Maintenance (Hirer):** The hirer will make the daily vehicle checks as stipulated at the time of handover by Loch Ness Motorhomes or their representatives. In the event that hirer finds a defect they must contact Loch Ness Motorhomes before attempting or authorising any repairs. Loch Ness Motorhomes will not make any reimbursements in the event of unauthorised repairs.
17. **Tyre Damage:** Any damage to any tyres fitted to the vehicle during its period of hire will be the full responsibility of the hirer and will be repaired to a legal and safe condition or replaced at the hirer's expense.
18. **Windscreen damage:** Any damage to the windscreen during the period of hire will be the full responsibility of the hirer and will be repaired to a legal and safe condition or replaced at the hirer's expense with the exception of minor stone chips (normally under 12mm in diameter) which will be covered by insurance if repairable.
19. **Responsibility of Hirer to report circumstances to the Loch Ness Motorhomes:** In the event of any accident, loss or damage arising out of the use of the vehicle, the hirer will;
1. Notify the Loch Ness Motorhomes of the circumstances of the event and as soon as reasonably practical;
 2. In the event of a road traffic accident or any reportable event or accident, obtain the names and addresses of any third parties and any witnesses and report the event to the nearest police station;
 3. Record and retain the unique reference number of a Crime Report (UK) or European Accident Report form if or when supplied, and in any event record the police unique reference number of the incident;
 4. The hirer / driver will not make any admission of liability to other parties, settlement offer or other like offer;
 5. Assist Loch Ness Motorhomes and their hire insurance company in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence;
20. **Security of vehicle:** The hirer is responsible for the security and safety of the vehicle for the duration of the hire and must:
1. Not leave any valuables in a position where they are visible from outside the vehicle.
 2. Not leave doors or windows unlocked when the vehicle is unattended.
 3. Keep all external stowage compartments locked.
 4. Not park in known high crime areas, even when occupied
 5. Not leave the ignition key in the ignition or in a place where they may be easily found or stolen. Should the vehicle be stolen with the using the ignition key this may invalidate the insurance and the hirer will be liable for the entire replacement cost of the vehicle.
 6. Not park or drive in exposed areas during periods of adverse weather.
 7. The hirer will be responsible for any damage caused by an act of vandalism or an attempted break in.

21. **Termination of Agreement:** The hirer acknowledges that Loch Ness Motorhomes may terminate the hire and repossess the vehicle at any time, without notification to, and that the hirer will pay the reasonable costs of repossessing the vehicle, including towing charges. In the event of such termination or repossession, the hirer will have no right to a refund of any part of the rental charges or the security deposit, if:
1. The hirer is in breach (in any way) of any terms of this agreement;
 2. The hirer has obtained the vehicle through fraud, misrepresentation or any criminal act;
 3. The vehicle appears to be abandoned;
 4. The vehicle is not returned on the agreed return date or Loch Ness Motorhomes reasonably believes that the vehicle will not be returned on the agreed return date;
 5. Loch Ness Motorhomes considers on reasonable grounds, that the safety of passengers or the condition of the vehicle is endangered;
 6. The vehicle is in an area/country not agreed with the owner of the vehicle, or there is any indication whatsoever that it may be stolen or miss-appropriated. Under these circumstances Loch Ness Motorhomes will report the vehicle as stolen and instruct all measures to be taken for the return of the vehicle.
22. **Identification:** All Hirers and drivers will be required to produce the following 3 original documents prior to hire or the hire will be refused; Passport, recent domestic bill (not older than 3 months) and Photo Driving Licence (with paper counterpart if applicable) along with the National Insurance number for all drivers who are UK residents. Any failure to provide these documents, or if there are any doubts regarding the identification of the hirer whatsoever, then the hire will be refused and any deposits / payments made, will be forfeited (if criminality is not suspected, otherwise the deposit and any monies paid will be retained in full and the Police will be informed).
23. **Release and Indemnity of Loch Ness Motorhomes:**
- Subject to its obligation to deliver the vehicle or an appropriate substitute vehicle, the hirer releases Loch Ness Motorhomes 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 by reason of this Agreement, 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, in any service vehicle or on or near the owners premises or storage area, or recovered or handled by Loch Ness Motorhomes.
- Subject to any insurance arrangements agreed with Loch Ness Motorhomes, the hirer hereby indemnifies and shall keep indemnified Loch Ness Motorhomes, its employees and agents, and the owner of the vehicle against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the vehicle
24. **Title to Vehicle:** The hirer acknowledges that the owner retains title to the vehicle recorded in this Agreement and that the hirer possesses the goods as a mere bailee only. The hirer does not have any right to pledge the owner credit in connection with the vehicle and agree not to do so. The hirer shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of the vehicle.
25. **Law:** This agreement shall be governed by of Scottish law.
26. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement. Loch Ness Motorhomes reserves the right to add or amend these Terms & Conditions without prior notice. This agreement, together with the documents titled 'Notification of a Hired Vehicle' will form the full contract of hire agreement between Loch Ness Motorhomes and the Hirer.