**Rental Agreement**

**Definitions of Terms Throughout This Agreement**

Definitions of ‘I’, refers jointly and severally to each person or persons who are, herein after referred to as the hirer and/or driver(s).

This Rental Agreement incorporates the **Booking Details**, the following **Terms & Conditions**, together with the **Vehicle Condition Form**. In the event of any discrepancy between the Rental Agreement and any other Trossachs Campers literature, the provisions of the Rental Agreement apply.

‘Trossachs Campers’ means Trossachs Campers Ltd.

‘Hirer/Driver’ means the person or persons nominated as the hirer and/or driver(s) on the booking details, on the insurance and the rental agreement.

‘Living equipment’ includes but is not limited to crockery, cutlery, cooking utensils, bedding, stereo/sat nav etc.

‘Rental period’ means the hire period referred to on the Booking Details or any agreed variation thereof confirmed in writing or by email by Trossachs Campers as an additional period during which the vehicle is in the hirers possession or control.

‘Vehicle’ means the vehicle described on the Booking Details and Vehicle Condition Form and includes tyres, tools, accessories, the living equipment, any additional accessories hired, documents related to the vehicle and any replacement vehicle which may be provided at the discretion of the insurers of Trossachs Campers.

**Terms & Conditions**

**Minimum Hire**

The minimum hire period is 3 days.

**Passengers**

Trossachs Campers authorises the use of the vehicle for up to 4 passengers including the Driver(s). Each person must use the seat belts provided at all times whilst the vehicle is in motion.

**Drivers**

Drivers must be between 23 and 75 years old.

The Driver must have a Valid Full UK driving licence (EU, Australian, Canadian, United States and New Zealand are also valid) with a minimum 24 months licence experience. If you hold a licence from another country we need this to be pre-approved by our insurers.

If you have any points on your licence or have any outstanding or previous insurance claims in the past 3 years we need details of this for pre-approval by our insurers.

All drivers must provide a photo ID and driving licence (a DVLA licence check will be carried out) which will be copied prior to hire commencement along with 2 forms of proof of address for each driver (eg 2 utility bills from separate companies less than 3 months old). If the driver does not have a photo driving licence, a paper licence and a passport is required.

If you are planning on driving outside of the UK we require advance details to arrange insurance and any necessary paperwork.

Details of any additional drivers are required in advance of rental period.

Maximum of 1 driver per rental unless pre-approved by Trossachs Campers and their insurers.

All drivers must be present at the start of the rental and warrant that the driver’s details provided are correct at that time.

Drivers are personally liable for all legal penalties (eg parking tickets, speeding fines). The hirer and/or driver are responsible for any associated administration costs which are incurred during the period of hire.

In some cases, Trossachs Campers will incur additional charges if the driver to be insured has a traffic conviction, is using a non-UK driving licence or is in an occupation which is deemed high risk. These charges will be passed onto the hirer.

The hirer/driver irrevocably authorises Trossachs Campers to provide any personal details to third parties and relevant authorities at their discretion. Trossachs Campers undertake not to provide such details to any third party for marketing or any associated purposes.

The hirer and driver warrant that all the drivers’ details are correct at the time of hire and will be responsible for any costs incurred by Trossachs Campers as a result of any false or misleading information supplied in respect of any driver.

**Insurance**

Insurance is provided by Trossachs Campers through our insurers for the driver(s) named on the rental agreement (provided all the personal information supplied is correct). No other insurance is acceptable for the rental of a Trossachs Campers vehicle. The vehicle is insured for damage to the vehicle and the property of a third party. Named driver(s) are subject to the criteria outlined below. Only persons named on the Rental Agreement are insured to drive the vehicle. All vehicle hires must be paid by bank transfer in part or full.

**Exclusions**

Insurance may be excluded in the event of the hirer/driver allowing the vehicle to be:

Driven otherwise than in a cautious, prudent and normal manner.

Used in a manner which could cause damage.

Driven in a prohibited area.

Driven by a person under the influence of alcohol or drugs, or with a blood alcohol level more than that permitted by UK law.

Driven by persons under the age of 23 years, over the age of 75, or who is not authorised by law to drive the vehicle.

Unauthorised drivers invalidate insurance claims and the hirer/driver is held responsible.

The hirer/driver must keep the vehicle and its keys safe at all times for a claim to be valid. The hirer/driver must ALWAYS close the doors, windows and lock the vehicle removing the keys. Failure to do so may result in a claim for theft being refused.

Immobilised by failure to maintain the vehicle in a roadworthy condition including maintenance or proper levels of oil and water.

Immobilised due to snow, mud, sand, water, ice, or a flood.

Damaged by submersion in water, contact with salt water, or frost unless you have taken all reasonable care to prevent it.

Damaged in respect of sunroofs, roof panels, any part of a convertible hood, lights or reflectors, even if they are made of glass.

Contaminated with the incorrect fuel. The cost of which draining or removing will be borne by the hirer/driver.

Used for racing of any description or being used in any contest, competition, rally or speed trial.

Used on any form of race track, de-restricted toll road or offroad activity.

Used to carry passengers or property for hire or reward.

Used to carry more persons than is permitted by any relevant authority or detailed in the vehicle manual or on the vehicle itself.

Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material other than those materials supplied by or authorised by Trossachs Campers.

Used in breach of the obligations under the rental agreement.

**Security Deposit**

A refundable security deposit must be paid prior to collection of the vehicle to cover the Insurance Policy Excess, any charges arising from the condition of the return of the vehicle and administration fees.

The hirer irrevocably authorises Trossachs Campers to deduct from the security deposit and/or credit card, any additional amounts due to Trossachs Campers arising out of this agreement.

In the event of the first insurance claim, the hirer will be liable for the Standard Excess rates outlined below. A further Standard Excess security deposit will be required by all hirer/drivers to continue with the rental for each additional incident.

Standard Excess Rates:

A refundable security deposit of £500 for drivers aged 25 to 75 years old.

A refundable security deposit of £700 for drivers aged 23 to 24 years old.

Please note, Trossachs Campers reserve the right to increase the insurance excess at any time.

Security deposits are authorised in GBP Pounds Sterling (£). Trossachs Campers are not liable for any change in exchange rate or international banking charges imposed by your own bank which affect the final cost taken from your account.

The security deposit is required to be paid at least 48 hours in advance by bank transfer. The security deposit is fully refundable within 10-14 days of return of the vehicle provided there are no outstanding Insurance Claims; the vehicle is returned to the correct location, undamaged, with a clean interior and with an agreed fuel amount stated on the Vehicle Condition Form; or to fund any uninsured costs incurred as a result of the following exclusions:

Any loss or damage to living equipment, fixtures, fittings, windows, tyres or damage to the vehicle

£25 administration fee applies in respect of each legal penalty received by Trossachs Campers

£75 maximum cleaning fees if the vehicle is not returned with a clean interior

£20 charge if the toilet is not emptied

£50 charge if an unauthorised pet has been carried

£100 charge if it is found that smoking has taken place in the vehicle

£25 administration fee will be applied in addition to any costs arising from not returning the vehicle with the agreed amount of fuel, in addition to the cost of the fuel itself.

£25 administration fee will be applied in addition to any costs arising from removing or draining contaminated fuel

In the event of an insurance claim, regardless of fault, the security deposit will be retained until the claim has been settled by our insurers. Please note, this can be a lengthy process and Trossachs Campers cannot be held liable for any delay in processing the claim.

The hirer/driver hereby acknowledges that any insurance cover provided herein may be invalidated by any breach of these terms and conditions and the hirer/driver may be held responsible for the total cost of any damage caused as a result of said breach or breaches.

**Responsibility When Accident/Breakdown Occurs**

In the event of any accident, breakdown, loss or damage arising out of the use of the vehicle, the hirer/driver will:

Notify Trossachs Campers within 24hrs of the event, obtain the names and addresses of third parties, any witnesses and report the event to the nearest police station obtaining a case report reference number;

Complete and return to Trossachs Campers an Accident Report Form as supplied, if applicable;

Not admit liability or negotiate a settlement without written permission of Trossachs Campers;

Assist Trossachs Campers in handling any claim arising from any event, including providing all relevant information to the appropriate authorities.

The hirer acknowledges that the excess or other amount due in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event as above and not at the completion of the rental period.

The hirer acknowledges that Trossachs Campers will not refund any monies if the vehicle is returned or the hirer ceases to have the use of the vehicle prior to the return date for any reason.

In the event of breakdown that is only the fault of Trossachs Campers, they will at their discretion refund the rental and deposit in respect of any outstanding rental period after such breakdown.

**Maintenance**

The hirer shall take all reasonable steps to properly maintain the vehicle, including checks on oil, water and batteries.

Trossachs Campers are responsible for providing a fully-maintained vehicle, as outlined in the booking details at the start of hire.

The hirer acknowledges that Trossachs Campers will reimburse expenditure up to £50, reasonably incurred, in rectifying any mechanical failure of the vehicle (not including the water system, refrigerator, heating and audio equipment) provided that:

The hirer produces relevant receipt

The hirer has received the prior consent of Trossachs Campers

The damage is not due to the fault of the hirer/driver or breach of the rental agreement

**Payment**

Campervan Hire Rates quoted include:

Unlimited Mileage

24hrs Roadside Assist

UK Standard Insurance

A reservation is only binding after it has been confirmed by Trossachs Campers and the required deposit has been received. Once the reservation is confirmed, a confirmation email will be sent to the hirer. Our terms and conditions including cancellation policy will apply from this point onwards. Settlement of the remaining balance will be due and payable at least 28 days prior to the Booking start date. At the discretion of Trossachs Campers, failure to pay this remaining balance within 28 days may be treated as a cancellation.

A refundable security deposit, as outlined above, is required before the rental period starts to cover Insurance Excess and any additional charges.

**Extras**

Airport/Train Station transfer service to our site can be arranged. Please contact us for details.

Additional equipment such as bedding, portable toilet, awning, bike racks etc. can be provided for a fee. Please see our website for details

**Hirer Cancellation Charges**

The following apply unless hirer(s) booked whilst a ‘special offer’ was in place:

* Cancellation by the hirer more than 8 weeks before rental start date: a £20 administration fee will be applied and booking deposit returned to the hirer.
* Cancellation by the hirer 8 weeks or less before rental start date: booking deposit will be retained and balance returned to the hirer.
* Cancellation by the hirer 2 weeks or less before rental start date: 100% of the total rental fee will be charged.

Trossachs Campers cannot postpone or transfer money from one hire to another.

Trossachs Campers reserves the right to amend our cancellation policy for events outwith our control.

**Rental/Other Charges**

The hirer will pay Trossachs Campers:

All rental charges.

The agreed security deposit.

The nominated cancellation fee in the event of cancellation of the rental agreement prior to acceptance of delivery of the vehicle.

The cost of any damage to the vehicle or the property of any third party, subject to the insurance cover applying to the hire.

All government tolls, fees and duties etc.

Any other fees or charges payable as per the rental agreement. This includes any costs incurred by Trossachs Campers a result of any breach by the hirer/driver of the terms of the rental agreement.

Any reasonable administration fees and costs incurred by Trossachs Campers over and above the said rental charges, security deposit and cancellation fees.

All charges and expenses payable by the hirer under this agreement are due on demand by Trossachs Campers. If the hirer does not pay all charges when due, the hirer agrees to pay a late charge of 1.5% per month, over bank base rate, on the outstanding balance and any collection costs incurred by Trossachs Campers, together with any reasonable legal fees incurred. When the hirer comprises of more than one person, each person is liable jointly and severally for all obligations of the hirer pursuant to this agreement.

**Campervan Collection And Return**

Collection is 4:30pm or after on the day of hire on weekdays; weekends are negotiable. Please allow up to 1 hour for the hand-over of the campervan, to complete documentation and to demonstrate our vehicle to you.

Return is 2pm or before on the last day of hire. Please allow up to half an hour on the return of your vehicle to enable the hand over and checking of the condition of the vehicle.

The vehicle must be returned with the agreed amount of fuel and returned in the same condition that it was rented to the hirer. The vehicle must be returned on the date stated on the rental agreement and before the stated return time.

In the event of delay in returning the vehicle on time and to ensure adequate Insurance Cover is in force in the event of such a delay, the hirer must advise Trossachs Campers immediately. Failure to do so invalidates insurance cover and may result in the hirer being responsible for all costs incurred for the vehicle after the agreed time of return. It is a criminal offence to drive without insurance in the UK and is punishable by law.

At the discretion of Trossachs Campers any additional costs incurred as a result of any such delay may be charged against the hirer.

**Title To Vehicle**

The hirer/driver acknowledge that Trossachs Campers retains title to the vehicle and that the hirer/driver possesses the goods as a mere hirer only. The hirer/driver does not have any right to pledge Trossachs Campers credit in connection with the vehicle and agree not to do so. The hirer/driver 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 or otherwise deal with the vehicle.

**Alterations To The Vehicle**

The hirer/driver shall not make any alterations or additions to the vehicle without the prior written consent of Trossachs Campers.

**Release And Indemnity of Trossachs Campers**

Subject to its obligation to deliver the vehicle, the hirer releases Trossachs Campers, its employees and agents, from any liability (regardless of who is at fault) for any loss or damage incurred by the hirer by reason of the rental agreement, including but not limited to:

Any loss or damage caused by breakdown, mechanical defect, accident or the vehicle being unsuitable for the hirers purpose.

Any loss or damage to any property left in or on the vehicle, in any service vehicle or on any Trossachs Campers premises or recovered or handled by Trossachs Campers.

Subject to any insurance arrangements agreed with Trossachs Campers, the hirer hereby indemnifies and shall keep indemnified Trossachs Campers, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the hirers use and/or possession of the vehicle.

Instances beyond Trossachs Campers control that mean they cannot release the vehicle to the hirer due to a prior accident or fault with the vehicle. In this instance, Trossachs Campers will endeavour to find a replacement vehicle or give a full refund of the price of hire to the hirer. No further payment or compensation to the hirer will be due.

**Road Restrictions**

All vehicles may only be driven on sealed / bitumen roads. The hirer acknowledges that Trossachs Campers reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.

**Pets**

The hirer will not allow any animals to be carried in the vehicle without the prior consent of Trossachs Campers.

**Terminating The Agreement**

The hirer acknowledges that Trossachs Campers may terminate this agreement and repossess the vehicle at any time, without notification to the hirer, and that the hirer will pay the reasonable costs of repossessing the vehicle, including towing charges if:

The hirer is in breach of any term of the rental agreement

The hirer has obtained the vehicle through fraud or misrepresentation

The vehicle appears to be abandoned

The vehicle is not returned on the agreed return date or Trossachs Campers reasonably believes that the vehicle will not be returned on the agreed return date

Trossachs Campers considers on reasonable grounds, that the safety of passengers or the condition of the vehicle is endangered

The hirer understands that in the event of such termination or repossession, the hirer has no right to a refund of any part of the rental charges or the security deposit

**Changes**

Any changes to the rental agreement must be in writing and must be signed on behalf of Trossachs Campers and by the hirer.

**Proper Law**

The rental agreement shall be governed by the law of Scotland where the rental agreement was signed and subject to the jurisdiction of the Scottish courts subject to any statutory restriction thereto.

**Warranties**

The hirer warrants that all information supplied by the hirer to Trossachs Campers in connection with the rental agreement is true.

**Entire Agreement**

The rental 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 the rental agreement. Trossachs Campers reserves the right to add or amend any advertised rental charges without prior notice.

By payment of the appropriate booking deposit the hirer/driver confirms the hirer/driver has read and accepted these terms and conditions.

I acknowledge all the details I have given are to the best of my knowledge, truthful and accurate and I agree to be bound by Trossachs Campers Term and Conditions and that I have read the same. I further agree to be bound by the terms and conditions of the Insurance which I have seen and read or have had the opportunity to see and read.

…………………………………….. (Booking Period)

…………………………………….. (Hirer Name)

…………………………..………… (Signed)

…………………………………..… (Date)