



## Terms and Conditions.

The Terms and Conditions as stated within supersede all previous versions whether online or in printed format.

### **1 – Definition**

**1.1** - The terms used throughout correspond to the following:

**'Camper Ecosse'** refers to Camper Ecosse Ltd - the operator of the campervan/motorhomes based at Upper Floor, Bo'mains Industrial Estate, Linlithgow Road, Bo'nness, EH51 0QG

**'Driver/Hirer'** relates to the person(s) named under the terms of the Rental Agreement.

**'Campervan/Motorhome'** relates to the vehicle which has been hired under the terms of the Rental Agreement and any substitution vehicle that has been supplied under those terms. All items supplied with the vehicle including but not limited to toolkit, spare wheel or fast fix kit, fire extinguisher, first aid kit, vehicle documentation and any items supplied as part of the basic vehicle inventory including cooking and dining equipment and camping table and chairs.

The **'Rental Agreement'** relates to the hire documentation as signed by the hirer on collection of the vehicle detailing the hire period as well as the full details for the hirer and vehicle.

**'Rental Period'** relates to the date and time of collection to the agreed date and return time and the time that the hirer legally has possession of the vehicle unless previous contact with Camper Ecosse has been made and agreed to return at a time not stated on the Rental Agreement.

**'Security Deposit'** is the amount held at commencement of hire for any purpose as listed under section 8 - Security Deposit.

### **2 – Driver Qualification**

**2.1** - The hire of a Campervan or Motorhome from Camper Ecosse is subject to the hirer and any additional drivers meeting the following conditions:

- Must be between the ages of 25 and 76 to hire our Swift Select.
- Must be between the ages of 30 and 76 to hire our Auto-sleepers Fairford.
- Must have held a full driving license for a minimum of 2 years.
- Must hold a driving license with entitlement to drive vehicles up to 3500kg MGVW.
- Holders of a UK driving license must be able to produce a DVLA access code.
- Must not have any physical or mental defects or infirmities or any other medical condition that is required to be disclosed to the license issuing authority.
- Must not have had any insurance declined, policy cancelled or renewal refused.

- Must not have any more than 6 points on their license for minor offences such as speeding.
- Must not have been disqualified from driving within the last 5 years
- Must not have been convicted of any offences relating to endorsement codes DD, DR, etc...
- Must not be connected in Hawking or general dealing (market trader, scrap merchant, second-hand dealer, etc...).
- Must not be wholly or partly engaged in professional entertainment or professional sports person.
- Must not be a Jockey or connected with racing, gaming industry or press of any sort.
- Must not be involved in professional gambling.
- Must not be Foreign Service Personnel other than persons holding a full UK/EU license for 2 years or more.
- Must not have been involved in more than one accident or claim in the past 3 years whilst driving
- Hirers with licenses issued in the EU, EEA, Australia and New Zealand and over 25 years with a minimum 2 years driving experience.

Other license holders may be considered on a case-by-case basis and may require additional costs and a security deposit.

### **3 – Insurance**

**3.1** - Fully comprehensive insurance cover is included for the hirer of the Campervan/Motorhome providing the hirer meets the conditions as set out in Section 2 -Driver Qualification.

There may be two additional drivers added to the rental agreement, providing they meet the conditions as set out in Section 2. An additional cost will be charged for each additional driver.

**3.2** - The insurance only covers damage to the exterior of the motorhome in the event of any accident with a 3rd party or property and excludes 'roof damage' which is deemed as willful negligence. Interior furniture and fittings as well as any additional item included under the terms of the Rental Agreement are not covered for any loss or damage, these items will be charged at a cost of replacement and any related costs associated with the replacement. Your Deposit will be used towards any damage done.

**3.3** - The insurance is only valid for the period shown on the Rental Agreement. Any return later than that shown on the Rental Agreement or allowing a person that has not been named on the Rental Agreement to drive, will invalidate the insurance cover and constitute a traffic offence under the Road Traffic Act in which the driver and/or hirer will be liable to prosecution. In the event of the insurance being invalidated, the hirer/driver accepts that they are liable in full for any damage to the motorhome, personal injuries, third party property as well as any other related liabilities after the expiration time of the insurance cover. An additional surcharge will also be applied to the hirer at a rate of £50 per hour for the first 3 hours or part thereof and the

balance of the security deposit thereafter. Any additional cost incurred by Camper Ecosse will also be re-charged in addition to the surcharge.

**3.4** - In the event that it is discovered that the hirer/driver does not meet the criteria set out in Section 2 - Driver Qualification, the insurance cover will be invalidated and Camper Ecosse will hold the hirer responsible for all fines, losses, damages and other costs.

**3.5** - In the event that any of the criteria set out in Section 2 - Driver Qualification has an insurance surcharge applied, the hirer agrees they will bear this additional expense.

**3.6** - The hirer shall be responsible for any and all of Camper Ecosse's uninsured losses which may arise as a result of the hire.

**3.7** - During the period of hire, the hirer / driver agrees that the Campervan/Motorhome shall not be:

- Driven outside of Scotland, England or Wales unless given express permission and any relevant insurance charges are paid in advance.
- Driven in a manner that is not cautious, prudent or normal, or which could cause damage.
- Driven on any unsealed or unauthorised roads or in an area that is designated as prohibited.
- Driven on any beaches or in any salt water.
- Driven by a person that is deemed to be unfit to drive through consumption of alcohol or drugs or where the legal limit of the blood alcohol level has been exceeded.
- Driven by any person(s) not named on the Rental Agreement at the commencement of the hire.
- Driven by any person who has given a fictitious or false name.
- Left unattended while being unlocked.
- Left with the keys in any area of the vehicle.
- Used for travel to rock festivals or unauthorised sporting events.
- Used for any illegal purpose or for any speed trials, race, rally or contest.
- Used to propel or tow any vehicle or trailer.
- Used to carry any passengers or property for hire or reward.
- Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material.
- Used otherwise in accordance with the terms as stated and agreed under the Rental Agreement.

**3.8** - During the period of hire, the hirer is responsible for the following:

- Keeping the motorhome under their control throughout the hire period.
- Ensuring the vehicle is locked when unattended.
- Keeping the keys safe at all times. All costs to replace lost or damaged keys will be the responsibility of the hirer. 1 set of keys is given to the hirer at the start of the rental. Duplication of the motorhome keys is expressly prohibited.

**3.9** - In the event of more than one claim being presented, the hirer accepts that they are liable for the excess amount for each and every incident, which would be £1000.00 for our Swift Select or £2000.00 for our Peugeot Fairford.

**3.10** - Claims involving 3rd parties also have the excess payable until re-imbbursement has been received from the 3rd party insurers after which time the amount will be returned. Camper Ecosse cannot be held responsible for the time that insurance claims take to be settled.

## **4 – Bookings**

**4.1** - Enquiries can be made using the online enquiry form on Facebook, by email to [camper.ecosse@yahoo.com](mailto:camper.ecosse@yahoo.com) or by calling 01506 374 151

**4.2** - A £250 non-refundable deposit will be required to confirm a 4 day or more hire & £150 non-refundable deposit for 3 days hire or less. Deposits will be deducted from the total hire charge providing the rental start date is more than 8 weeks away, otherwise the full hire amount will be due.

**4.3** - Amounts less than £200 will be payable in full at the time of booking.

**4.4** - If a selected vehicle or selected dates are no longer available, alternatives will be offered before confirming the booking.

**4.5** - A booking is only confirmed once the customer has received a booking confirmation.

**4.6** - All outstanding hire balances must be paid no later than 30 days prior to collection. If a booking is not paid within this time, it will be cancelled and all deposits will be non-refundable. If the rental is still required, a 2.5% interest on the balance will be added daily until the outstanding balance is paid.

**4.7** - Payment of the booking deposit states that you have read and agree to all the terms and conditions as stated herein.

**4.8** - All payments for rentals must be paid by credit/debit card or bank transfer. We do not accept cheques.

**4.9** - Any changes to the rental booking including changing dates or vehicle type will be charged at £50.

**4.11** - All payments are made in GBP. Camper Ecosse cannot be held liable for any fluctuations in the exchange rate or for any charges applied by the payment provider.

**4.12** - The customer must inform Camper Ecosse if they wish to take the campervan/motorhome off of mainland UK and pay the additional charge for doing so.

## **5 – Cancellations**

**5.1** - In the event of a cancellation by Camper Ecosse, the full amount paid will be refunded.

**5.2** - In the event of a cancellation by the customer, the following fees will apply-

- More than 4 weeks before the start date of the hire – loss of deposit.

- Between 2 and 4 weeks before the start date of the hire – 50% of total hire charge.
- Two weeks or less or in the event of a no-show – 100% of total hire charge.

**5.3** - All cancellations must be submitted in writing to [camper.ecosse@yahoo.com](mailto:camper.ecosse@yahoo.com) It is strongly advised that hirers take out their own insurance against any unavoidable cancellation.

## **6 – Collection of Motorhome**

**6.1** - The collection of the motorhome is strictly between 2pm and 4pm. (we will try to get on the road earlier subject to availability) This is to allow for cleaning and preparation from the previous hire.

**6.2** - On collection of the campervan/motorhome, the hirer and any additional driver must present the following:

- Driving license held for a minimum of 2 years.
- If a UK resident, 2 utility bills or bank statements dated within 3 months prior to the start date of the rental in their name and a DVLA check code.
- If an international customer, a passport.
- Credit or debit card in hirer's name for the stated security deposit.

Failure to supply the required documents will be deemed as the customer no longer wishes to rent the motorhome and there will be no refund due.

The hirer accepts liability for all drivers of the motorhome/campervan and it is their responsibility to ensure that no one other than those stated on the rental agreement, having met the driver eligibility requirements as stated by the insurance company, are permitted to drive.

**6.3** - The hirer acknowledges delivery of the motorhome and the contents free from any defect or damage and complete other than as specified by Camper Ecosse. The hirer is advised to check the motorhome thoroughly before leaving the hire depot and any existing damage is recorded on the signed Vehicle Condition Report.

**6.4** – Camper Ecosse will endeavor to have your motorhome ready for the collection time stated, however, are unable to guarantee that it will be ready due to unforeseen operational issues. In the event that the motorhome is not ready at the stated collection time, Camper Ecosse are under no obligation to offer any refunds or a revised return time nor any compensation for pre-booked ferries/events etc... The motorhome must still be returned at the stated time.

**6.5** - Motorhome keys and control. The hirer will be issued with one set of keys at the start of the rental, it is the hirer's responsibility to ensure they are kept safe at all times.

**6.6** - The hirer is responsible for ensuring that seatbelts are worn by all passengers in the manner they were designed for.

**6.7** – Camper Ecosse will not be responsible for any third-party damages or claims in connection with or as a consequence of any accident or breakdown.

**6.8** - Every effort is made to ensure the hire motorhome is in a roadworthy and safe condition before the commencement of the hire. The company shall not be liable for any consequences arising from any defects or mechanical failure of the motorhome which all reasonable precautions have been taken to prevent such occurrences.

**6.9** - The motorhome is provided with a full tank of fuel; it is the hirer's responsibility to refuel the motorhome while on hire and prior to returning to Camper Ecosse. A £50 administration and service charge will be levied on top of the amount of fuel required if there is fuel shortage on return.

**6.10** – Gas is 'as left by previous hire'. If a full gas cylinder is required it must be ordered and paid for one week before hire collection at the cost of £45. If replacements are required while out on hire campsites, some garden centers within the UK will have replacement cylinders at the hirer's own cost.

**6.11** - The hirer is responsible for checking the oil and water levels of the engine on a daily basis and any other necessary motorhome components such as, tyre pressures/condition etc.

**6.12** - The hirer is responsible for the payment of any toll road charges as defined by the toll road authority.

## **7 – Substitution of Motorhome**

**7.1** - Camper Ecosse will do everything to provide the motorhome/campervan as booked, however, in any instances out with our control, we reserve the right to offer a substitute vehicle subject to all the terms and conditions of the agreement. If the substitute vehicle is in a lower tariff, the difference of the rental costs will be refunded, if it is in the same or higher tariff, there will be no refund and also no additional charge.

**7.2** - Camper Ecosse will not be held liable for any additional costs that may arise due to the substitution of the motorhome/campervan, this includes but is not limited to ferry crossings, campsite fees etc...

## **8 – Security Deposit**

**8.1** - On collection of the motorhome/campervan, a security deposit equal to the amount shown under Rental Rates and Fees is required by credit or debit card.

**8.2** - The security deposit is £1000.00 for our Swift Select or £2000.00 for our Auto-Sleepers Fairford.

**8.3** - These will only be accessed in the event of the motorhome/campervan not being returned in the same condition that it was rented in.

**8.4** - In the event that the conditions are not acceptable on its return, the following charges will apply:

Issue	Cost
Fridge/Cupboards not emptied	£25
Unclean Bathroom	£50

Unclean Habitation Area	£50
Unclean Toilet	£100
Unemptied/Dirty Toilet Cassette	£150
Smoking in the Vehicle	£300

**8.4** - Late Returns will be charged £50 per hour or part thereof for the first 3 hours then balance of the security deposit thereafter, together with any additional cost incurred by Camper Ecosse. Any damages/breakages found during the vehicle return inspection will be charged accordingly with an administration fee of £25.

**8.5** - Any parking, speeding or other actions that contravene the Road Traffic Act, that include but are not limited to bus lane contraventions, driving through traffic lights while they are at red or any other endorsable citation will be charged at £25 per contravention for administration purposes, this applies whether on public or private land.

**8.6** - All payments are made in GBP, Camper Ecosse cannot be held liable for any fluctuations in the exchange rate or for any charges applied by the payment provider.

**8.7** - The security deposit will be held in case of any incidents with the campervan/motorhome. In the event of an incident occurring, the security deposit will be retained immediately and further authorisation will be required for the rental to continue.

## 9 – Breakdowns

**9.1** - All motorhomes/campervans supplied by Camper Ecosse are checked prior to the start of each rental. It is the hirer's responsibility to check the oil, water and tyres on a daily basis to reduce the risk of breakdowns.

**9.2** - In the event of a mechanical breakdown, please contact our breakdown service for the vehicle - **RAC Breakdown recovery – 0333 070 2506**

Camper Ecosse must be made aware of any breakdown at the earliest convenience either by telephone on +44 01506 374 151 or by email [camper.ecosse@yahoo.com](mailto:camper.ecosse@yahoo.com)

**9.3** - Camper Ecosse will reimburse the hirer for reasonable costs incurred up to £50 which must have a valid receipt provided on return. Any costs over £50 must be authorised by Camper Ecosse prior to the expenditure. Any costs not authorised will be at the expense of the customer.

**9.4** - Camper Ecosse will not be held liable for any additional costs incurred for hotels, replacement vehicles or consequential expenses as a result of any breakdown.

**9.5** - Any breakdown that is deemed to be due to operator error, for instance, leaving the vehicle headlights on causing the vehicle battery to go flat, will be at the cost of the customer.

**9.6** - In the event a breakdown is caused by mis-fueling, the hirer is liable for all costs incurred including draining and flushing the fuel system, any engine parts including seals that need

replaced including the relevant labour charge due to the mis-fueling along with a full tank of fuel.

## **10 – Accidents**

**10.1** - In the event of the motorhome being involved in an accident, however small, the full details must be filled out on an Accident Report Form which is included in the motorhome with a diagram drawn on the back of the white copy.

**10.2** - The hirer participates as an insured driver under a comprehensive motorhome insurance policy.

**10.3** - The hirer agrees further to protect the interest of Camper Ecosse and the insurance company in the event of an accident during the hire term by:

- Notifying the police immediately if there is property damage or if people are injured and in order to determine fault for insurance purposes.
- Not admitting any guilt or liability.
- Obtaining names and addresses of parties involved and witnesses.
- Not abandoning the motorhome without adequate provisions for safely guarding and securing the vehicle in your absence.
- Notifying Camper Ecosse immediately of any loss or damage occurring to the motorhome and of any fault. Please indicate if the motorhome is not roadworthy or is liable to cause danger to any person or property.

**10.4** - The motorhome should not be used until the damage has been repaired, corrected and fault determined.

**10.5** - The hirer is liable for any and all overhead damage however caused.

**10.6** - All incidents related to tyres including punctures are the hirer's responsibility.

**10.7** - Responsibility for damage to the contents of the motorhome while on hire lies with the hirer.

**10.8** - Personal possessions are not covered. The company shall not be liable for loss or damage to any property left, stored or transported by the hirer or any other person in the motorhome either before or after the return to Camper Ecosse.

**10.9** - The hirer hereby agrees to hold the company harmless from and indemnify Camper Ecosse against all claims based upon or arising out of such loss or damage. Hirers are strongly advised to take out holiday insurance.

## **11 – Return of Motorhome**

**11.1** - The motorhome must be returned between 9am and 11am as shown on the rental agreement, failure to return at the specified time will incur a charge of £50 per hour for the first 3 hours or part thereof after which the full security deposit will be chargeable.

**11.2** - There is no refund for returning earlier.

**11.3** - On return, the motorhome will be given an initial check-over to look for any apparent damage or missing articles, a full check will be carried out during the cleaning process. Any issues including cleanliness, damage, missing items, fuel etc., will be communicated prior to the charge being taken and an invoice supplied showing the costs of repair/replacement.

**11.4** - The security deposit will be returned within 7 days of the return of the motorhome less any charges as noted.

**11.5** - Please ensure that you have refueled prior to returning otherwise refueling will be charged at the current cost per litre plus a £25 admin fee.

**11.6** - Providing there are no issues found when the vehicle has been checked, the security deposit will be released within 7 days. Once this has been processed, we have no control over the time it will take to appear back in your account. If you have not received it within 28 days after your return date, please contact us and we will assist where we can.

## **12 – Damage to the Motorhome**

**12.1** - In the event that the campervan/motorhome is returned with damage, the cost will be charged at the retail price of the part plus the labour fee for fitting the replacement part.

**12.2** - Any damage to the bodywork will be sent to the bodyshop for assessment prior to the charge being made.

**12.3** - If damage has occurred to the roof section, (the roof considered to be any area above the level of the windscreen) will be charged at the full cost of repair out-with the terms of the insurance, damage to this area is considered negligent and as such is not covered by the insurance, these repairs can be over £10,000.

**12.4** - In the event that diesel has been added to the water system, DO NOT RUN THE TAPS, return immediately to Camper Ecosse where they will empty the water tank out to prevent damage to the water system. In this case, the rental will be deemed to be cancelled with any costs incurred being charged to the customer. If the taps have been run, the cost of replacing the water system is £6,500, which is fully payable by the customer.

**12.5** - In the event that charges, including damage repairs and replacement exceed the level of security deposit paid, you will be charged any additional sum to cover this excess and that sum will be due immediately.

**12.6** - Any damage to the engine due to the fluids not being checked regularly or due to filling with incorrect fuel will be charged at the full cost of the repairs plus loss of use.

## **13 – Pets**

**13.1** - Camper Ecosse welcome well-behaved dogs into specific hire campervan / motorhomes. This is at the digression of Camper Ecosse. The additional cost for a pet is £15 per day. It is the responsibility of the hirer to ensure that any dog travelling in one of our

motorhomes/campervans is properly restrained and that any soft furnishings are adequately covered.

**13.2** - Camper Ecosse must be advised at the time of booking if a dog will be included in the party. We will not accept any pets on the day of collection of the campervan/motorhome that have not been disclosed in the booking. This will result in the cancellation of the booking and full payment will still be due.

**13.3** - It is the hirer's responsibility to ensure that the motorhome is returned in the same condition and that any paw prints have been removed from furnishings, please be aware an extra cleaning charge may be applicable due to pet hair etc.

## **14 – Smoking**

**14.1** - Smoking is strictly forbidden inside the motorhome, even with the windows open. Any infringement of this rule will incur a minimum charge of £300.

## **15 – Weather Conditions**

**15.1** - Camper Ecosse cannot be held responsible in the event of any damage or inconvenience caused by inclement weather. This includes but is not limited to roof-lights or windows being blown off.

## **16 – Customer Vehicles**

**16.1** - Camper Ecosse will allow the hirer to park 1 car at our premises for the duration of the hire period. All vehicles are parked at the owner's own risk and the keys must be left with the hire team

## **17 – Availability**

**17.1** - Although every effort is made to ensure that the reserved motorhome is available, at times due to operational issues out with our control, a suitable replacement is available. However, there may be circumstances where it is not possible for us to honour a reservation in which case all payments received by the company will be reimbursed and Camper Ecosse will not be held liable for any additional costs incurred.

## **18 – Changes to Terms and Conditions**

**18.1** - We reserve the right to alter the rates and conditions at any time. We also reserve the right to refuse or cancel a hire to any person without warning or explanation. Additions to, or

alterations of, the terms of this agreement shall be null and void unless agreed upon in writing by all concerned parties.

## **19 – Ending the Agreement**

**19.1** - Camper Ecosse will end the agreement immediately and repossess the motorhome if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you.

**19.2** - We will also end this agreement and repossess the motorhome if you do not meet any of the conditions of this agreement or have obtained the motorhome through fraud or misrepresentation, or the motorhome appears to have been abandoned.

**19.3** - If we end this agreement, it will not affect our right to receive any money we are owed under the conditions of this agreement.

## **20 – Governing Law**

**20.1** - This agreement is covered by the laws of Scotland. Any dispute may be settled in the courts of that country.

## **21 – Data Use**

**21.1** - All customer details held by Camper Ecosse will only be used for the purposes of any rentals and will not be passed to any 3rd party unless it is directly connected to a rental, for example, the police, insurance company or for the processing of any charge notices that are received by the company.

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Agreed & Signed by Hirer

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Date