

**We want you to really enjoy your holiday with one of our motorhomes, however please take the time to read our full terms and conditions before you book. If there is anything you do not understand, ask a member of staff to explain it.**

**1. North500 Motorhomes is a trading name of Caledonian Highview Limited.**

## **2. YOUR CONTRACT**

Your contract is with North 500 Motorhomes hereafter referred to as “NM”. Your contract with us comes into existence when we send confirmation of your booking to you in written form by letter or email.

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. PAYMENTS**

At time of booking, **a non-refundable deposit of £250 for each week/or part week of your booking is payable**. The deposit secures the booking. The balance must be paid 4 weeks prior to the first day of hire. If booking less than 4 weeks before the first day of hire, the full balance must be paid at the time of booking.

If the balance is not received 4 weeks prior to commencement of the hire, NM reserves the right to treat the booking as cancelled. If the term of hire is later extended the Hirer shall pay NM for the additional hire period when NM confirms the extended period. Extensions are subject to availability and are calculated at the rental rate on the date booked.

In addition, the Hirer acknowledges that they shall be liable to pay to NM at the end of the hire period any applicable additional charges specified in the agreement. These may include late return, damage to or repair of the vehicle – including 3<sup>rd</sup> party vehicles and/or property (subject to other terms in this agreement), costs incurred for NM through salvage or loss of revenue resulting from the hire, any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees and the administration costs relating to these fines, fees, and charges. NM will deduct such charges from the Hirer’s credit card or security deposit during or after the term of hire is completed, or the Hirer may pay such charges as agreed with NM, such choice to be at NM’s sole discretion.

All payments shall be made in GB pounds Sterling. The following credit or debit cards will be accepted: Visa, Mastercard and American Express.

Late pick up or early return of the Vehicle shall not entitle the Hirer to any refund of the unused portion of the rental.

## **4. CANCELLATIONS**

**We strongly advise that you take out your own insurance against unavoidable cancellation.** All cancellations must be notified in writing to us, however, please call immediately to inform us of any cancellation, as this will improve the chances of re-hiring the motorhome.

**If notification is received more than 4 weeks before the start of the rental, you will be refunded in full less an admin charge of £250.**

**If notification is received less than 4 weeks before the start of the rental, all monies paid are non-refundable and you will still be liable for any amount still due.** However, we will attempt to rehire the motorhome and if able to do so, you will be refunded up to a maximum of your total hire (less an administration charge of £250) subject to the amount we are able to rehire the motorhome for.

**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.**

NM may cancel the hire agreement and take immediate possession of the Vehicle if:

- (a) The Hirer fails to comply with any of the terms of this agreement or if the Vehicle is damaged;
- (b) The Hirer has obtained the Vehicle through fraud or misrepresentation;
- (c) The Vehicle appears to be abandoned;
- (d) The Vehicle is not returned at or before the expiry of the term of hire or NM reasonably believes that the Vehicle will not be returned at or before the expiry of the term of hire;
- (e) NM considers, on reasonable grounds that the safety of the passengers or the condition of the Vehicle is or has been endangered.
- (f) More than the maximum of 4 adults per booking are found to be staying in the motorhome.

If NM cancels the hire agreement under any of the reasons (a) to (f) above, no refund will be given.

The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of NM and the rights of the Hirer under this agreement.

Terms and conditions as well as rates quoted are subject to change without notice. However, rates or conditions for a particular booking shall not be altered once that booking has been confirmed.

## **5. COVID POLICY**

Under 4 weeks to your booking date: if you or someone within your group tests positive within 4 weeks of your travelling dates, you can postpone your holiday free of admin charge and move to another date, subject to availability. Should there be a higher rate for your new booking date, you'll need to pay the difference. Please note, we will require medical evidence in the event you are cancelling due to COVID such as a positive PCR test or letter from your doctor.

If you decide to cancel your booking completely you will lose your full payment and deposit, in line with our normal cancellation procedure. If we are able to re-hire your vehicle to another party for your cancelled dates, as per our current terms and conditions, you will receive a refund for the amount paid less a £250 admin fee and any difference in rates that we may have incurred to fill the dates.

## **6. DRIVER REQUIREMENTS**

No driver may drive a hire vehicle unless they:

- (a) Are aged between 21 and 79 years of age (further age restrictions may apply depending on vehicle type. Please confirm with our booking team)

- (b) Hold a full driving licence valid to drive in the UK and has not been disqualified.
- (c) Have held a full driving licence for more than 2 years.
- (d) Have not been convicted of any criminal / driving offences other than speeding and parking offences.
- (e) Have had no more than 3 motor accidents in the last 6 years. All accidents must be declared even where the driver was not at fault.
- (f) Do 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.
- (g) Have never been refused motor insurance.
- (h) Are 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.
- (i) Produce a valid driving licence upon collection of the vehicle. Drivers from outside of EU, USA, Canada & New Zealand may also be required to produce a current International Driving Permit or Licence.
- (j) Are a named driver on the Booking Form.

We may refuse to hire you the vehicle for any reason whatsoever at our sole discretion.

**We charge a premium of £30 per additional drivers. All drivers must be declared at the start of your hire & named on your booking form.**

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.

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

## **7. IDENTIFICATION**

All hirers and drivers will be required to produce the following original documents 7 days prior to hire:

- (a) Two current utility bills or bank statement
- (b) Current and valid Driving Licence
- (c) Photographic ID (passport preferable)

UK licence holders must also provide a DVLA check number which is valid on the first day of hire. (You can obtain this from the DVLA website at gov.org.uk) Any failure to provide these documents/details then the hire may be refused, and deposits/payment forfeited. If criminality is suspected, the police will be informed.

## **8. SECURITY DEPOSIT**

The Hirer will authorise NM to deduct the sum of £1,500 as a Security Deposit from their credit/debit card account for either the full duration of said hire period or until either the vehicle or

any third-party vehicle / property is repaired to a condition that is satisfactory to the owner/registered keeper, without any time limits being imposed. In the event of an insurance claim, NM may hold onto the deposit until a claim is fully resolved.

The security deposit may be reduced to £750 when the hirer has opted to take out additional cover.

**The deposit is fully refundable within 7 days, provided that the vehicle is returned on time, undamaged, with a clean interior, with a full diesel tank and no excess charges are due.**

We reserve the right to retain monies from your damage deposits to cover any damage or any other costs as set out in these terms and conditions including the following:

- (a) Soiling fee £100 if the vehicle is not returned with the interior in a clean condition, as per Vehicle Condition sheet in the vehicle handbook.
- (b) Toilet emptying fee £300 if the toilet is not returned empty & clean. Toilet cassettes will be inspected upon the vehicles return. Instructions on how to empty the toilet cassette as per handover procedure.
- (c) Fuel surcharge at current cost, if the tank is not returned full - amount depends on level of tank. Plus a £30 service charge.
- (d) Full clean due to smoking in the van will incur a cleaning fee of £300.

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

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 14 or for which we are unable to receive full payment under the insurance cover referred to.

## **9. COLLECTION OF VEHICLE**

The Hirer shall, at the start of the term of hire, collect the Vehicle from NM between 2pm and 4pm, (unless otherwise agreed) as per the booking agreement. Failure to arrive by 4.30pm will result in the hirer being charged an additional £50 admin fee, to cover the cost of our team delivering the comprehensive handover out-with office hours. If you are running late or cannot arrive at your allocated time slot you must notify us as soon as possible.

## **10. USE OF THE VEHICLE**

The Hirer shall not:

- (a) Sublet or hire the Vehicle to any other person;
- (b) Allow the Vehicle to be used outside his/her authority;
- (c) Operate the Vehicle, or permit it to be operated in circumstances that constitute an offence;
- (d) Drive or allow the Vehicle to be driven on any beach or surface likely to damage the Vehicle;
- (e) Involve the Vehicle in any race, speed test, rally, or contest

(f) Operate the Vehicle or allow it to be operated for the transport of more persons than is permitted by any relevant authority or detailed in the Vehicle Manual.

(g) Take the vehicle to any type of event, festival, music, or horse racing event. If the hirer is in any doubt regarding a venue, please discuss with the operator.

(h) Use the vehicle for any commercial purposes

## **11. NM'S OBLIGATIONS**

NM shall supply the Vehicle in a safe and roadworthy condition, up to the current MOT Certificate of Fitness standards. If the reserved Vehicle is not available for reasons outside NM's control, then the reserved Vehicle may be substituted with a comparable or superior Vehicle at no extra cost to the Hirer. Such Vehicle substitution shall not constitute a breach of contract and does not entitle the Hirer to any form of refund or compensation.

If no substitute Vehicle is available to the Hirer, NM's liability shall be limited to a refund of the hire charge in full. In the case of mechanical failure (unless caused by the Hirer), NM's liability shall be limited to the hire charge for the remainder of the term of hire.

## **12. HIRER'S OBLIGATIONS**

The Hirer shall ensure that:

(a) All reasonable care is taken when driving and parking the Vehicle;

(b) The engine coolant and oil in the Vehicle are maintained at the proper level;

(c) The tyres are maintained at their proper pressure;

(d) The Vehicle is locked and secure at all times when it is not in use;

(e) The Vehicle keys are kept secure. The cost of replacement keys (approximately £300) and related services for example courier is at the Hirer's expense;

(f) No part of the engine, transmission, braking or suspension systems is interfered with;

(g) The fuel tanks are filled with the correct fuel and the freshwater tanks are not contaminated. The cost of replacing tanks is at the Hirer's expense;

(h) The hot water cylinder has sufficient water prior to any use;

(i) Should a warning light be illuminated or the Hirer believes the Vehicle requires mechanical attention; they should stop driving and advise NM immediately;

(j) There is no smoking in the Vehicle. Any evidence of smoking in the Vehicle shall incur a cleaning fee of £300;

## **13. PETS**

Up to 2 well behaved dogs are allowed in our designated 'pet friendly' vehicles only. If hiring one of our 'pet friendly' vehicles a cleaning charge of £40 will be added to your hire cost. Please ensure that you notify us at the time of booking if you are bringing a pet to allow the appropriate vehicle to be allocated to your booking. Failure to do so may result in your contact with NC being terminated. Any damage caused by a pet is subject to our security deposit conditions, see condition number 8.

#### **14. AREAS & RESTRICTIONS OF USE**

The vehicle may be driven in mainland UK and Scottish Islands only and must only be driven on sealed roads and tracks leading to officially recognised campsites. Any other roads planned out-with this type of road must be agreed in advance with NM. NM does not allow vehicles to be used in connection with large events such as shows, music festivals and horse racing without prior written consent.

#### **15. MECHANICAL REPAIRS & ACCIDENTS**

In the event the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Hirer shall notify NM of the full circumstances immediately on the contact number provided (please leave a voice or text message if unable to connect or out-with normal business hours)

The Hirer shall not arrange or undertake any repairs or salvage without NM's authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property. If the Vehicle is damaged to the extent that it cannot be driven, NM shall endeavour to exchange the Vehicle. Provision of an exchange vehicle is subject to availability and Hirer's location.

NM's liability extends only to the refund of hire charges for any full days of Vehicle use lost due to a mechanical breakdown. No responsibility for out-of-pocket expenses, accommodation charges or meals resulting from a breakdown or accident will be accepted.

All Vehicles are registered for 24-hour roadside assistance. This service covers any mechanical faults with the Vehicle. The roadside cover does not cover the following and the associated costs will be the responsibility of the Hirer:

- (a) the Vehicle running out of fuel or breakdown is caused by the Vehicle being incorrectly fuelled;
- (b) the Vehicle is unable to be accessed due to a lock out or the Vehicle keys being lost;
- (c) flat batteries caused by incorrect usage of the batteries and/or incorrect usage of any equipment that requires the batteries in order to operate;
- (d) flat or damaged tyre(s)
- (e) the Vehicle is unattended at the time roadside Provider arrives at the breakdown location; and
- (f) the Vehicle is not on public or formed road or is trapped or bogged.

All non-mechanical callouts to the roadside assistance will incur a call-out charge by the hirer. There will be an administration fee of £25 per repair payable by the hirer for repairs done that are the fault of the hirer.

#### **16. EVENTS BEYOND OUR CONTROL**

Unfortunately, events beyond our control (i.e. events which we could not, even with due care, foresee or avoid) could possibly affect motorhome availability. We cannot accept responsibility or pay compensation, costs, or expenses where the performance of your contract with us is prevented or affected, or you otherwise suffer any loss or damage because of events beyond our control.

If you are unable to commence your rental because of such events, we will offer you the choice of an alternative motorhome or, if no suitable replacement is available, provide a full refund of all monies received for your booking, without further liability.

Where UK Government restrictions prevent the vehicle from being hired, NM reserves the right to offer alternative dates with no refund of the deposit. Where no dates can be agreed, the hirer will be refunded the amount paid - less the original deposit or £250 whichever is the lesser.

## **17. RETURN OF THE VEHICLE**

The Hirer shall, at or before the expiry of the term of hire, deliver the Vehicle to NM as per the booking agreement. Failure to return the Vehicle by 10am (or the time specified in your agreement) in the condition as per agreement will incur a late fee of £50 per hour, or part hour after 10am. If you are running late, you must notify us immediately, as this may affect the next booking.

## **18. INSURANCE**

Any driver described in this agreement as a person permitted to drive the Vehicle is, subject to the exclusions set out below, covered against any loss or damage to the Vehicle and for any consequential damage, loss or costs incurred by NM through salvage or loss of revenue resulting from the hire beyond the applicable excess amount.

Personal possessions are not covered under the insurance policy.

Any driver described in this agreement as a person permitted to drive the Vehicle is, subject to the exclusions set out below, is indemnified to the extent of £1,000,000 in respect of any liability he or she might have for damage to any property belonging to any person and arising out of the use of the Vehicle.

The Hirer's liability will be for any loss or damage to the Vehicle, however caused, and for any consequential loss or damage, during the term of this hire, or during any authorised extensions to the term up to the applicable excess (£1,500) amount.

The Hirer is liable for payment of the applicable insurance excess in the case of damage to, or accidents involving the Vehicle, 3<sup>rd</sup> party vehicles or property.

NM may make the applicable deduction from the Hirer's credit card or security deposit following notification of any loss or damage to the Vehicle.

Where the total cost of a claim is less than the excess then the Hirer shall be liable to pay that lesser amount.

The Hirer acknowledges that the cover referred to in clauses above will not apply when:

(a) the Vehicle is driven by anyone not named or described in this agreement as a person permitted to drive the Vehicle;

(b) the driver of the Vehicle is under the influence of alcohol or any drug;

(c) the Vehicle is in an unsafe or in an un-roadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the Hirer or driver was aware or should have been aware of the unsafe or in an un-roadworthy condition of the Vehicle;

(d) the Vehicle is wilfully or recklessly damaged or lost by the Hirer, a nominated driver, or a person under the Hirer's authority or control including sitting or standing on the roof, driving on any beach or surface likely to damage the Vehicle or cause it to become bogged or trapped, driving through flooded areas, submersing in water, contacting salt water;

(e) the fuel or freshwater tanks are contaminated

(f) the Vehicle was operated outside the terms of this agreement or any agreed extension of this agreement.

## **19. TRAFFIC OFFENCES**

The hirer is responsible for any speeding, parking, congestions charge, or any other road fines and penalties incurred during the hire period. There will be an administration fee of £25 per incident payable by the hirer.

## **20. CHANGES IN TERMS AND CONDITIONS**

We reserve the right to alter the rates and conditions at any time. We also reserve the right to cancel 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.

## **21. DATA PROTECTION**

By entering into this rental agreement, you agree that we can process and store your personal information in connection with this agreement including data collected from the vehicle. We may use your information to analyse statistics, for market research, credit control and to protect our assets.

We may need to share your information with selected 3rd parties for performance of this contract including:

- Our breakdown provider if the vehicle suffers a breakdown
- Our insurer if they request it or if you are involved in an accident
- The DVLA if you take the vehicle abroad and they request the details of the VE103B which was issued to you for audit purposes

You agree that if you break the terms of this agreement, we can pass your personal information to credit-reference agencies, debt collectors, the police, or any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under any applicable data protection legislation.

## **22. GOVERNING LAW**

We aim to deal with all disagreements fairly and calmly. If we cannot deal with a disagreement, we may take the matter to the BVRLA's conciliation service. This agreement is covered by the laws of Scotland. Any dispute may be settled in the courts of that country.