

WESTERN ISLES CAMPERS

TERMS & CONDITIONS

Definitions & Terms and Conditions:

Western Isles Campers hires the vehicle (including any replacement vehicle) to you subject to this Rental Agreement and which incorporates these terms and conditions and the information and conditions contained on the booking form that you have signed. In making this rental you accept the terms of these terms and conditions and confirm that you will strictly comply with them. The Rights and obligations contained in these terms and conditions govern your use of our vehicle and are not transferable by you. You acknowledge that Western Isles Campers own the vehicle and that any attempted transfer or sub hire, offer or purport to sell, assign, lend, pledge, mortgage of the vehicle by anyone other than us is prohibited and a criminal offence. We permit you to use the vehicle on the terms and conditions of this rental agreement only. Except where otherwise stated the words used in this agreement carry their usual meaning. In particular: 'Hirer' 'Customer' 'You'. The person or persons named and signing this agreement. 'Vehicle' The vehicle described on the Rental Agreement or any replacement or substitute Vehicle which may be provided at the discretion of Western Isles Campers. 'Rental Period' The hire period referred to on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control. 'Security Deposit' The Vehicle security deposit of between £500.00 & £1000.00 as detailed below.

Reservations:

Availability is on a request and confirm basis at the time of reservation. A reservation is only binding after Western Isles Campers has confirmed it and a payment has been received. A minimum booking deposit of £250 is payable at the time of making a reservation and will be deducted from the total hire charge. This deposit is non-refundable in the event of cancellation (please see our cancellation policy). A confirmation of booking will be emailed to you together with an invoice in respect of the rest of the balance of the hire charge. This balance needs to be paid 12 weeks prior to commencement of hire. If booking within 12 weeks of the hire date, full payment is required at the time of booking.

Security Deposit:

A security deposit of £600 is payable (in cash, credit card or pre-auth) on collection of your van. The £600 security deposit is refundable on safe return of the vehicle, in the condition in which it left Western Isles Campers subject to a satisfactory inspection by us. This deposit is to cover the possibility of negligent damage to the vehicle and/or the fixtures and fittings/keys and/or the equipment included in the rental. The vehicle and equipment must be returned in good condition, with no damage to it, its contents or any third party property. The security deposit will be refunded within 5 days of the end of the hire period. Should there be any damage, costs for any repair, replacement or special cleaning, the costs will deducted from this security deposit before the balance is returned to you. In the event that there is a claim we reserve the right to retain the security deposit for a longer period as is necessary to quantify the charges incurred which are to be deducted from the deposit.

Note: The £600 security deposit will be used towards funding any loss or damage what so ever to equipment, fixtures and fittings or negligent damage to the vehicle. Where charges are incurred which result in your security deposit being debited we will provide you with an itemised invoice detailing the charges incurred by you.

Cancellation charges:

More than 3months months before: 50% of hire cost will be returned. 6-12 weeks before: 25% of hire cost returned. 0-6 weeks before hire & No Show: 0% of hire charge returned

Insurance:

To hire one of our vehicles you must be between the ages of 25 – 70 years old. Please note additional drivers (Maximum 3) and drivers with an overseas licence, there is an additional insurance charge of approx £5.00 per driver per day due to our insurer's Terms & Conditions. If you have convicted motoring offences there is an additional charge of £2.50 – £5.00 per offence per day due to our insurer's Terms & Conditions. All hirers must be in possession of a valid driving licence. If you or the additional driver have had an accident please inform us for insurance reasons as there may be added costs. Proof of identification plus photo identity will need to be produced prior to commencement of hire with original drivers licence including the paper counterpart with UK Licences. A second proof of address is also required i.e. 2 recent utility bills (within 3 months). All drivers must be present at time of hire. Insurance cover provided is Fully Comprehensive the excess on each vehicle is £600.00, the insurance company require your credit card details as security for the excess. The hirer will also be fully liable for replacement or repair of windscreen or tyre damage. Our insurance policy protects us and any authorised driver against legal claims from any other person or death or personal injury or damage to any other person's property caused by use of the vehicle on the road, on condition you report all such incidents to us during the hire period or on return of the vehicle (and use of the vehicle is within the terms and conditions and those of our insurance company). In the event than any third party suffers death, personal injury or damage to property caused by use of the vehicle which involves a breach by you or any authorised driver of any of the terms and conditions of this agreement and that of our insurance policy, you agree to reimburse us if we are obliged to compensate (a) the insurers for any payment they make to a third party on your behalf and/or (b) any third party.

Personal Travel Insurance:

Insurance is only for the vehicle and equipment that belongs to the vehicle. It is the hirer's responsibility to provide their own insurance to cover personal items and belongings and personal injury in the event of an accident.

Driver(s):

Driver must be between 25 to 70 years and in good health. Driver must have held a valid license for more than two years. Details of additional drivers required. Production of valid standard driver's license required from all drivers at start of hire. Driver is personally liable for all legal penalties (eg: parking tickets, speeding etc), which are incurred during the period of hire. Any charges subsequently notified to us, will be immediately invoiced to the hirer and we will require payment within 14 days. If we are still holding your deposit at this time, we will deduct this sum from that deposit. By signing this agreement, you agree to accept this. Maximum of 3 drivers per rental vehicle. The vehicle must only be driven by the hirer or any other person who has first been authorised by us, for whom you have provided the insurance, driving licence and personal identification information.

Collection and return of the vehicle:

Collection 2pm: Please allow 1 hour for the hand-over at the depot – to complete the documentation (including vehicle condition check, occupants details), to demonstrate the vehicle to you and to transfer your luggage to the camper. Please allow the same on your return. Return 10am: The vehicle must be returned on the date, and at or before the time stated on the rental agreement. Vehicles must be returned clean, and in the same condition as they leave the depot, allowing for fair wear and tear, otherwise a charge will be made. Late return: If you will be late returning, the rental company must be advised immediately. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of £50 per hour will be payable for all late returns.

The vehicle:

At Western Isles Campers we want you to have your campervan of choice, however we must allow for unforeseen circumstances. We therefore reserve the right to provide you with a suitable alternative, without notice. Should a substitute not be available, our liability is limited to a full refund of monies received by Western Isles Campers. We will not have any other liability to you. All rights are reserved to refuse any hire under any circumstance. No refunds are payable on accommodation, or vehicles not

being available where a hirer changes, cancels or seeks to vary agreement after departure. The company takes no responsibility for any detention, delay, loss, damage or injury that a hirer might experience no matter how it is caused or by whom. You acknowledge that you will be responsible for any loss or damage to the vehicle, its documents, parts or accessories arising during the rental. If you cause damage to the vehicles engine through driving too fast, over too long a period of time, and ignoring the warning lights, you will be liable for any repairs required or even the cost of a replacement engine.

The hirer agrees that during the rental period, he/she will not and will not allow the vehicle to be:

Use of the vehicle:

- Driven otherwise than in a cautious, prudent and normal manner;
- Used in a manner which could cause damage;
- Driven in a prohibited areas;
- Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- Left with the ignition key in the vehicle while it is unoccupied;

Driven by persons:

- Under the age of 25 years
- Who is not authorised by law to drive the Vehicle.

Damaged by:

- Submersion in water
- Contact with Salt Water
- Used for any illegal purpose for any race, rally or contest;
- Used to tow any vehicle or trailer;
- 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 or specified in this agreement;
- Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material;
- Otherwise used in breach of my obligations under this Agreement.

The hirer agrees that during the rental period, he/she will:

- Will be responsible for the cost of making good any damage caused to the vehicle by improper use;
- Understand that any damage to the interior of the vehicle or equipment will be charged to the hirer in all cases;
- Understand that Western Isles Campers are not liable to you or any authorised driver or passenger for loss of or damage to property left in the vehicle either during or after the hire period unless such loss or damage results from our negligence or breach of this Rental Agreement. Such property is entirely at your own risk.

Responsibility when accidents occur:

In the event of any accident, loss or damage arising out of the use of the vehicle, you will;

- Notify Western Isles Campers immediately in the happening of the event;
- Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;
- Not make any admission of liability to other parties, settlement offer or other like offer;
- Assist Western Isles Campers in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence;
- You acknowledge that the excess or other amount due by you in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period;
- You will pay for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault. You will need to return the damaged vehicle to the Western Isles Campers depot, at your own cost, but preferably with the AA Relay service;
- Western Isles Campers will not refund the hire charge for any days you lose use of the vehicle due to an accident, theft or vandalism. We cannot accept liability for any costs arising from accident, theft or vandalism e.g., replacement vehicle costs, travel, accommodation or phone calls.

Breakdown & Maintenance:

In the event of breakdown, recovery or repair services will be provided. If you incur any minor repair bills we will give you a refund of up to £50. Just produce your valid receipt on the completion of your hire. Repairs costing in excess of £50 must first be authorised by Western Isles Campers prior to the work being undertaken. A replacement van may be offered but this will be subject to availability. We cannot accept liability for any costs arising from accident, breakdown or any other cause. Western Isles Campers liability extends to either replacing your van with a similar one or refunding your hire charge for any days you lose the total use of the vehicle. You will need to return to the depot, at your own cost, but preferably with the breakdown service returning your original campervan, to collect a replacement vehicle, if one is available. If you have broken down you must remain at a safe distance from the vehicle until the Recovery Vehicle arrives. You must not abandon the vehicle at the roadside if you wish to continue your journey with another form of transport. You must hand over the keys to the Recovery Vehicle Driver.

Damage and Loss:

You will be liable to us for all losses and costs incurred by us in the event of loss, damage to or theft of the vehicle, its parts or accessories, while on rental if this damage, loss or theft involves deception of the hirer or another party, or as a result of the keys remaining in the vehicle whilst it is unoccupied, or was caused intentionally by you or your party. Your liability may include the cost of repairs, loss in value of the vehicle, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the vehicle unless responsibility for the damage lies with us or has been determined by a third party or their insurers to lie with the third party. You will not be liable to us for any charge or excess if the loss or damage is directly due to our negligence or breach of this rental agreement.

Termination of the agreement:

You acknowledge that Western Isles Campers may terminate this Agreement and repossess the Vehicle at any time, without notification to you, and that you will pay the reasonable costs of repossessing the Vehicle, including towing charges if;

- You are in breach of any term of this Agreement;
- You have obtained the Vehicle through fraud or misrepresentation;
- The Vehicle appears to be abandoned;
- The Vehicle is not returned on the agreed return date or Western Isles Campers reasonably believes that the Vehicle will not be returned on the agreed return date;
- Western Isles Campers considers on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered. You understand that in the event of such termination or repossession, you have no right to a refund of any part of the rental charges or the Security Deposit.

Miscellaneous

- Fuel – The tank will have some fuel in on collection and must be returned to us at the same level, no refund will be given for additional fuel in the tank.
- Toilet - the toilet MUST be emptied and cleaned out prior to returning the van. If it is not the hirer is liable to a charge of £50.
- Pets – Pets are welcome with an additional charge of £30 per pet to cover the additional cleaning. Pets must be disclosed on our Booking Form. All damage, however caused by your animals, will be charged.
- Smoking – It is illegal to smoke in any of our vehicles.
- Your vehicle – We will store your vehicle for the duration of the hire (should you want/need to). Western Isles Campers cannot accept responsibility for the loss of, or damage to the vehicle or its contents however caused.
- Spare keys – In the event that keys are lost or damaged you will be liable for the costs of obtaining a replacement.
- Range of hire – We ask that you remain in Scotland – This includes the Highlands & all Scottish Islands – however if you wish to travel anywhere else – this must be discussed and agreed in writing by Western Isles Campers.
- Gas & Batteries – Gas and Batteries are provided as part of the vehicle hire. If you need to purchase gas during your hire period, the cost will be refunded to you on your return on production of a receipt from the place of purchase. This is limited to max 1 gas bottle per hire per week.
- Release and Indemnity of Western Isles Campers: Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, you release Western Isles Campers, its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me 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 my purpose; Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any Western Isles Campers premises or recovered or handled by Western Isles Campers. Subject to any insurance arrangements agreed with Western Isles Campers, You hereby indemnify and shall keep indemnified Western Isles 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 my use and/or possession of the Vehicle.
- The 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. Western Isles Campers reserves the right to add or amend any rental charges without prior notice.
- Data protection: When you make your booking, we will collect personal information such as your name, email address, home address, telephone number, credit or debit card number, security code and the card's expiry date. This allows us to book the vehicle and insurance for you. We may use the information that we collect to occasionally notify you about news and information. If at any stage you decide that you would rather not receive such information, please contact us by telephone, email or post. We reveal your identity information to our insurance company.
- Conditions: There is a minimum of hire of 3 nights. Pick up is from 14:00 . Late Pick Up by Arrangement. Campervans to be returned by 10 am on day of return. The camper vans are no smoking inside.

Frequently Asked Questions – FAQ's

Q. How do we go about booking a camper?

A. It's as simple as a phone call or **book** via the website with Western Isles Campers! Just let us know when you would like it and how long for.

Q. Are there any restrictions to renting one of your campers?

A. Drivers need to be 25 – 70 years old and have no more than 6 points or any motoring convictions. Call to find out more – this can be flexible but we would need to discuss drivers details personally

Q. What would happen if we broke down?

A. All of our campers are very well looked after and all covered by the RAC. In the unlikely event of a breakdown we have a network of recovery drivers across Scotland, the Highlands & Islands ready to assist!

Q. How many people can travel & sleep in a single van and are there bed linens?

A. This is vehicle specific - all details are listed under 2017 Campers Page on our website. We have 2, 4 & 6 berth Campers. You have to supply your own bed linen or sleeping bags – although if this is proving too difficult – please contact us and we may be able to provide sleeping bags.

Q. Do I need any insurance & what's covered?

A. When booking with us at Western Isles Campers this includes fully comprehensive motor vehicle insurance covering the driver(s). Drivers will also be responsible for any damage to tyres, glass, fixtures fittings, bodywork and loss of keys during their hire period and will be charged accordingly. Customers are responsible for their personal items.

There is a £600 damage deposit which will be fully refunded on the safe return of campers.

Q. What will you need from me to book a camper and how can I pay?

A. Your driving license plus another form of identification (recent utility bills) Payment can be made via the booking page on the website using most major credit/debit cards, PayPal or Bank Transfer (credit cards charged at 5%)

Q. What time is Collection & Return?

A. Collection is 14.00pm Return is 10.00am – this must be adhered to unless agreed and confirmed with Western Isles Campers in writing.