

COALFORD CAMPERS LIMITED - TERMS AND CONDITIONS OF HIRE

THIS AGREEMENT IS BETWEEN: COALFORD CAMPERS LIMITED, a company registered in Scotland whose registered office is situated at Coalford Croft, Peterculter, Aberdeenshire, AB14 0LT (hereinafter referred to as COALFORD CAMPERS) and THE HIRER.

1.0 DEFINITIONS

COALFORD CAMPERS – The vehicle owner.
THE HIRER – The person signing this document.
THE VEHICLE – The motorhome or campervan being hired.
HIRE CHARGE – The basic rental cost of THE VEHICLE for the HIRE PERIOD
HIRE PERIOD – The duration of the hire as stated on the Booking Form

2.0 YOUR CONTRACT

By signing this document and taking THE VEHICLE, THE HIRER accepts these terms and conditions and confirms that they will be strictly complied with.

3.0 BOOKING CONFIRMATION AND HIRE PAYMENT

A completed Booking Form and a non-refundable initial 25% deposit are required to confirm the booking. The balance of the HIRE CHARGE is payable 4 weeks prior to the start date of the HIRE PERIOD, or at the time of booking if less than 4 weeks from the start of the HIRE PERIOD. All payments will be in GB Pounds Sterling will be by debit/credit card or by bank transfer to the following account:

Account Name: Coalford Campers
Sort Code: 83-15-31
Account No.: 16313352
IBAN: GB17RBOS83153116313352

4.0 SECURITY DEPOSIT

A refundable Security Deposit of £1,000 is payable 7 days prior to the commencement of the HIRE PERIOD. This deposit covers the potential for loss or damage whether it be negligent, wilful, accidental or otherwise to THE VEHICLE, fixtures, fittings and equipment therein. A thorough joint inspection of THE VEHICLE, fixtures, fittings and equipment will be conducted at both collection and return of THE VEHICLE.

The Security Deposit will normally be returned within 7 days from the end of the HIRE PERIOD. Should there be any damage or requirement for any repair, replacement or any additional charges incurred during the HIRE PERIOD the associated costs will be deducted from the Security Deposit prior to the balance being returned to THE HIRER. COALFORD CAMPERS reserves the right to retain the Security Deposit for such long a period as is necessary to fully quantify the costs or charges which are to be deducted from the Security Deposit.

THE HIRER irrevocably authorise COALFORD CAMPERS to deduct from the Security Deposit any amounts due arising out of this Agreement. Should the Security Deposit be insufficient to cover the cost of any repair/replacement THE HIRER authorises COALFORD CAMPERS to deduct any additional sums due from THE HIRER's debit/credit card in respect of any shortfall. COALFORD CAMPERS shall provide evidence of all costs associated with repair/replacement work undertaken prior to deducting any additional sums.

5.0 CANCELLATIONS

Cancellations must be notified in writing to COALFORD CAMPERS.

- If notification of cancellation is received more than 4 weeks before the start of the HIRE PERIOD, THE HIRER will be refunded the HIRE CHARGE less the initial 25% deposit.
- If notification of cancellation is received less than 4 weeks but more than 2 weeks before the start of the HIRE PERIOD, THE HIRER will forfeit 50% of the HIRE CHARGE.
- If notification of cancellation is received less than 2 weeks before the start of the HIRE PERIOD, THE HIRER will forfeit 100% of the HIRE CHARGE.

COALFORD CAMPERS will endeavour to rehire THE VEHICLE and, if successful, THE HIRER will receive a full refund of the HIRE CHARGE less the initial 25% deposit.

COALFORD CAMPERS would highly recommend that THE HIRER take out separate insurance to cover such eventualities.

6.0 COLLECTION

Unless otherwise agreed with COALFORD CAMPERS, THE VEHICLE will be available on the first day of the HIRE PERIOD for collection at the agreed location from 15:00. The collection process can take up to 1 hour to demonstrate the various functions within THE VEHICLE and to conduct a joint inspection of THE VEHICLE, fixtures, fittings and equipment. Both THE HIRER and COALFORD CAMPERS will sign the Vehicle Condition Sheet and the Inventory and Equipment Checklist. COALFORD CAMPERS will not allow THE VEHICLE to leave the premises until they are satisfied that the collection process has been completed.

COALFORD CAMPERS retain the right to refuse to hand over THE VEHICLE to any person who, in the reasonable opinion of COALFORD CAMPERS, is not suitable to hire THE VEHICLE. Should such an instance occur THE HIRER shall not be entitled to any refund.

7.0 RETURN

Unless otherwise agreed with COALFORD CAMPERS, THE VEHICLE will be returned to the agreed location by 11:00 on the final day of the HIRE PERIOD. Failure to return THE VEHICLE by the agreed time will result in THE HIRER being liable for additional charges of £50.00 per hour or part hour plus any additional costs incurred by COALFORD CAMPERS as a result. The return process will include a full joint inspection of THE VEHICLE, fixtures, fittings and equipment and again could take up to 1 hour. Both THE HIRER and COALFORD CAMPERS will sign the Vehicle Condition Sheet and the Inventory and Equipment Checklist. The HIRER will not be entitled to any refund of the HIRE CHARGE should THE VEHICLE be returned before the end of the HIRE PERIOD.

THE HIRER will return the vehicle in the same condition as it was provided at the start of the HIRE PERIOD and the Vehicle Condition Sheet and Inventory and Equipment Checklist will be checked and counter signed. COALFORD CAMPERS has a 24 hour grace period to note any missing or damaged items not highlighted during the joint inspection; where this is the case THE HIRER will be notified immediately.

8.0 THE HIRER's RESPONSIBILITIES

THE HIRER is responsible for:

- Looking after THE VEHICLE and all the keys associated with THE VEHICLE at all times.
- Locking THE VEHICLE when unattended.
- Making sure that the correct fuel is used. THE HIRER is liable for all costs associated with THE VEHICLE being incorrectly fuelled.
- The cost of recovery of the vehicle if it has become bogged or stuck.
- Advising COALFORD CAMPERS immediately of any accidents, damage or faults with THE VEHICLE.
- Any costs associated with damage to THE VEHICLE inside or out.
- Any costs for additional cleaning beyond COALFORD CAMPERS standard cleaning regime to restore THE VEHICLE to its pre-hire condition, allowing for fair wear and tear.
- Regular checks on oil and water levels, tyre pressure and tyre condition.
- Ensuring that THE VEHICLE is only driven by the Named Drivers on the Booking Form.
- Ensuring that all passengers wear seatbelts when travelling in THE VEHICLE and ensuring that children are properly restrained in compliance with the law.
- All fines and costs (including court costs) for parking, traffic or other offences relating to THE VEHICLE during the HIRE PERIOD.
- Ensuring that only toilet paper suitable for chemical toilets is used in the toilet cassette.
- Ensuring that no cooking fat or similar is disposed of in the waste water tank if applicable.
- Returning THE VEHICLE with a fuel tank of fuel.
- Emptying and rinsing the toilet cassette prior to returning THE VEHICLE
- Emptying the waste water tank, if applicable, prior to returning THE VEHICLE.
- Returning THE VEHICLE with one full gas bottle and one partially full gas bottle of the same size and fitting.

THE HIRER shall not:

- Carry more passengers than the seat belt capacity of THE VEHICLE.
- Sell, rent or dispose of THE VEHICLE or any of its parts.
- Give anyone any legal rights over THE VEHICLE.
- Let anyone work on THE VEHICLE without COALFORD CAMPERS permission.
- Modify or let anyone else modify THE VEHICLE.
- Use THE VEHICLE for hire or reward.
- Use THE VEHICLE for any illegal purpose.
- Use THE VEHICLE for racing, pacemaking, testing THE VEHICLE reliability and speed or teaching someone to drive.
- Drive THE VEHICLE while under the influence of alcohol or drugs.
- Use THE VEHICLE for towing.
- Add a bike rack or roof box.
- Drive THE VEHICLE outside Scotland, England and Wales.
- Take THE VEHICLE to any Festivals of any nature.
- Overload THE VEHICLE.
- Carry goods of an explosive, dangerous or hazardous nature goods or goods that may cause damage to THE VEHICLE.
- Break the Highway Code, road traffic laws or any other laws.

9.0 AVAILABILITY

Whilst COALFORD CAMPERS will make every effort to ensure that THE VEHICLE is available for the HIRE PERIOD. If, due to circumstances outwith COALFORD CAMPERS reasonable control, THE VEHICLE is not available THE HIRER will be entitled to a full refund of the HIRE CHARGE, including the initial 25% deposit. COALFORD CAMPERS liability will be limited to the refund of the HIRE CHARGE paid by THE HIRER and COALFORD CAMPERS shall not be responsible or liable for any additional or consequential costs associated with THE VEHICLE not being available.

COALFORD CAMPERS would highly recommend that THE HIRER take out separate insurance to cover such eventualities.

10.0 INSURANCE

THE VEHICLE has comprehensive insurance for the Named Driver(s) on the Booking Form for the HIRE PERIOD only. THE HIRER agrees to be bound by the terms and conditions of the Insurance they have seen or read or have had the opportunity to see and read.

COALFORD CAMPERS must be notified in advance of any potential late returns as this may invalidate the insurance and render THE HIRER liable for all losses howsoever sustained including claims by third parties.

Interior fixtures, fittings and equipment are not covered by THE VEHICLE insurance and any damage will incur costs in addition to the insurance excess. The insurance on THE VEHICLE is limited to 75% of cover for consequences resulting from fire due to cooking or heating. THE HIRER will be liable for the outstanding 25%.

It will be at the sole discretion of COALFORD CAMPERS to initiate an insurance claim or deduct the cost of any damage from THE HIRER's Security Deposit.

11.0 ADDITIONAL CHARGES

THE HIRER may incur charges in addition to the HIRE CHARGE during the course of the HIRE PERIOD as follows:

- Charges for loss or damage to THE VEHICLE, fixtures, fittings and equipment (even if it is accidental or non fault) this also includes windscreens.
- An Insurance excess of £500.00 for any insurance claim due to loss or damage.
- Charges associated with loss or damage resulting from THE HIRER not complying with the stipulations contained in Clause 8.0
- A £50.00 charge for an un-emptied toilet cassette.
- A £50.00 charge for an un-emptied waste water tank, if applicable.
- A £50.00 refuelling service charge in addition to the cost of the fuel if THE VEHICLE is not returned with a full tank of fuel.
- A £25.00 charge for any returned empty gas bottles.
- Late return charges of £50.00 per hour or part hour plus any additional costs incurred by COALFORD CAMPERS as a result of the late return.
- Any charges for additional cleaning beyond COALFORD CAMPERS standard cleaning regime to restore THE VEHICLE to its pre-hire condition, allowing for fair wear and tear.

12.0 ACCIDENTS AND MECHANICAL BREAKDOWN

In the event that THE VEHICLE is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause THE HIRER shall notify COALFORD CAMPERS immediately on the contact number provided.

In the event of an accident THE HIRER shall:

- 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 COALFORD CAMPERS in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.

THE HIRER acknowledges that the insurance excess or other amount due by THE HIRER 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 HIRE PERIOD.

THE VEHICLE has Breakdown Cover for any mechanical faults with THE VEHICLE. The Breakdown Cover does not cover the following and any and all associated costs will be the responsibility of THE HIRER:

- THE VEHICLE running out of fuel or breakdown caused by THE VEHICLE being incorrectly fuelled.
- THE VEHICLE is unable to be accessed due to a lock out or the keys being lost.
- Flat batteries caused by incorrect usage of the batteries and/or incorrect usage of any equipment that requires the batteries in order to operate.
- Flat or damaged tyre(s).
- THE VEHICLE is unattended at the time the Breakdown Cover Representative arrives at the breakdown location.
- THE VEHICLE is not on a public or formed road or is trapped or bogged.
- Call-out charges for non-mechanical faults.

THE HIRER shall not arrange or undertake any repairs or salvage without the explicit authority of COALFORD CAMPERS except to the extent that repairs or salvage are necessary to prevent further damage to THE VEHICLE or to other property.

COALFORD CAMPERS liability in the event of any loss, damage or mechanical breakdown extends only to a refund of a portion of the HIRE CHARGE for any full days THE HIRER is unable to use THE VEHICLE due to mechanical breakdown that was not attributable to the actions or inactions of THE HIRER. COALFORD CAMPERS has no liability or responsibility for out of pocket expenses, accommodation charges, travel costs, meals or any consequential costs resulting from any loss, damage or mechanical breakdown.

13.0 PETS

The acceptance of pets in THE VEHICLE will be by agreement with COALFORD CAMPERS.

14.0 SMOKING

Smoking is strictly prohibited in THE VEHICLE. THE HIRER will be liable for any damage or smoke contamination caused to THE VEHICLE, fixtures, fittings or equipment caused by smoking.

15.0 GAS

Bailey Motorhome

One full gas bottle and one partially full gas bottle are provided with THE VEHICLE. Subsequent refills are the responsibility of THE HIRER during the HIRE PERIOD. THE HIRER is responsible for ensuring that THE VEHICLE is returned with one full gas bottle and one partially full gas bottle of the same size and fitting.

VW Campervan

One partially full gas bottle is provided with THE VEHICLE. COALFORD CAMPERS will cover the cost of one additional gas bottle purchased by HIRER during the HIRE PERIOD on production of a genuine VAT receipt. Subsequent refills are the responsibility of THE HIRER during the HIRE PERIOD. THE HIRER is responsible for ensuring that THE VEHICLE is returned with one partially full gas bottle of the same size and fitting.

16.0 DRINKING WATER

COALFORD CAMPERS cannot be held responsible for the cleanliness of drinking water obtained from campsites and THE HIRER is advised to check this with the site owners on arrival. The water stored in THE VEHICLE is not drinking water.

17.0 PARKING FOR THE HIRER'S VEHICLE

COALFORD CAMPERS has parking available for one vehicle during the HIRE PERIOD at THE HIRER's own risk. COALFORD CAMPERS cannot accept any liability for loss or damage to THE HIRER's vehicle or contents.

18.0 RELEASE AND INDEMNITY OF COALFORD CAMPERS

Subject to its obligation to deliver THE VEHICLE, THE HIRER releases COALFORD CAMPERS, 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 THE HIRER's property left in or on THE VEHICLE, in any service vehicle or on COALFORD CAMPERS premises or recovered or handled by COALFORD CAMPERS.

Subject to any insurance arrangements agreed with COALFORD CAMPERS, THE HIRER hereby indemnifies and shall keep indemnified COALFORD CAMPERS, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by THE HIRER by reason of hiring THE VEHICLE.

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19.0 PERSONAL DATA

When THE HIRER books THE VEHICLE, COALFORD CAMPERS collect personal information such as name, home address, e-mail address, telephone number, driving licence number, credit/debit card number, security code and expiry date. This information allows THE VEHICLE to be booked and insured. THE HIRER's identity will be shared with the insurance company if required. COALFORD CAMPERS will not share or sell any personal data with any other company or individual.

20.0 GOVERNING LAW

This Agreement shall be governed by the laws of Scotland. Any dispute may be settled in the courts of that country.

Both parties have read, understood and agree to the above Terms and Conditions of Hire.

THE HIRER	COALFORD CAMPERS LIMITED
Name:	Name:
Signature:	Signature:
Date:	Date: