

Terms and Conditions

You will be required to sign a rental agreement on collection of your campervan. Signing the agreement indicates acceptance of the following terms and conditions

1. Cancellation Policy

1.1 Your initial deposit is non-refundable

*Cancellations made within 28 days of the pick up date will be charged 50% of the total hire cost as a cancellation fee.

*Cancellations made within 14 days of the pick up date will be charged 80% of the total hire cost as a cancellation fee.

*Cancellations made within 7 days of the pick up date or 'no shows' will be charged 100% of the total hire cost as a cancellation fee.

1.2 No refund will be made for late pick ups or early return of the vehicle.

We reserve the right to cancel or move bookings with 14 days notice. If we are forced to cancel your booking within 14 days of the start of your hire due to any reason we will refund your deposit and any other monies taken. Cairngorm Campers will not refund or be liable for any other costs to the hirer.

We strongly recommend that you have the highest level of travel insurance to cover your needs.

2. Hire Period and Extensions

2.1 Any extension to the rental period must be by prior agreement, paid in full and confirmed by Cairngorm Campers by email. Any unauthorised late return will result in a lapse of insurance cover and late fees charged at the full standard daily fee.

3. Picking up and Returning the van

3.1 When you collect the Vehicle you are required to bring your driver's licence, and 2 secondary forms of id showing your correct address (bank statement/mortgage statement/council tax/utility bill dated within the last 90 days) Your driver's licence must be a full National driving licence from your country of residence held for at least two years. Licences issued overseas must be clearly identifiable as a driving licence, otherwise an International driving licence will be required. If your home licence comes from outside of The European Union, South Africa, USA/Canada, New Zealand or Australia then please get in touch with us before you book so we can make sure your licence is accepted by our insurers. All proposed drivers are required to produce the required documents. No refunds will be given for rentals rejected due to non-production of a driving licence/ID documents or non-disclosed endorsements. **All drivers must be present on collecting the Vehicle.**

3.2 Collection of the Vehicle should be from 1400hrs on the day agreed in your booking. We will carry out a walk round check with you and you will sign to agree that the Vehicle is delivered to you in good operating and roadworthy condition, without any damage or defects other than those noted on the Condition Diagram on the Rental Agreement (which you also acknowledge accurately reflects the condition and cleanliness of the vehicle at the time you take possession of it).

3.3 You must return the Vehicle by 1100 hrs on the Return Date in the same condition as it is

in at the Commencement Date, fair wear and tear excepted (other than windscreen or tyre damage). You must also return the Vehicle in a clean and presentable state for the next hire including all cutlery, utensils and van equipment. Failure to return the Vehicle and contents in a clean condition will result in a minimum £50 charge.

3.4 A bond of £500 is payable prior to collection of the Vehicle. Bond can be paid by cash, credit/debit card, travellers cheques or bank transfer.

4. Insurance and Damage

4.1 All vans come with Standard Comprehensive Insurance for one driver. Each additional driver must also be covered/named on the rental agreement. You are responsible for any damage that occurs to the vehicle during the period of your hire including tyre and Windscreen/window damage. The only exception to this is if the damage is a Third parties fault and you have provided their full details to us and it is proven, by our insurers that the Third party is to blame, or if you have our Extra Cover Insurance. In incidents that involve a Third Party it may be necessary for Cairngorm Campers to hold any bond temporarily until a firm resolution is decided by the insurers. If the Third party involved is proven to be fully liable by Cairngorm Campers Insurers this payment will be returned to you. Cairngorm Campers will replace tyres that are due, through wear and tear, to be changed. All other tyre damage is the customers responsibility.*

* - Unless you have chosen Extra Cover insurance option, in which case you have zero liability.

4.2 The liability/bond applies in respect of each claim, not rental.

4.3 Any insurance cover chosen is automatically voided and customers are fully liable for all damage/loss costs if any of the following scenarios occur: If the Vehicle has been driven off-road and/or has been driven on un-tarmacked roads and/or has been driven without due care and attention and/or has been driven negligently or by somebody not listed on the Rental Agreement.

- Where the driver is under the influence of alcohol or drugs.
- Where the driver(s) has not been named on the Rental Agreement.
- Where the vehicle is loaded with more passengers than their stated capacity.
- When damage is caused by the rental vehicle being towed away by any unauthorised third party.
- Where the vehicle has not been adequately secured/locked during the period of hire.
- If the terms of this agreement have been breached.

In these circumstances, your liability to pay for any damage will not be waived and you may be liable for the full cost up to and exceeding the excess.

In the case of fire damage caused while using the cooker in the Vehicle, our insurance company will only pay for 75% of the claim so You will be liable for the remaining 25% so please keep a close eye when cooking your dinner!

Both insurance options refer to the campervan only. They do not cover the extras - including awnings, beds, kitchen, keys etc. Any damage or loss to the interior, keys or the tent are excluded from the insurance cover. If the van is brought back dirty cleaning fees will still apply under all insurance options and any fines/late fees incurred are also valid. **We strongly**

recommend that you have the highest level of travel insurance to cover additional expenses.

4.4 If you choose Standard Comprehensive Insurance cover, you are responsible and liable for any damage, fire, break-in or vandalism to the Vehicle that may occur during the hire period. All incidents here are deemed as an exclusion and therefore it is your responsibility to pay for all costs up to £500 if the vehicle is broken into/vandalised or damaged by fire.

4.5 If a collision or single vehicle accident occurs, a Police report and case number must be provided along with the Third parties details. You must contact Cairngorm Campers in the event of any damage and an accident report form should be completed by the end of the hire period. If this procedure is not followed, the insurance cover could become invalidated, leaving clients liable for all damage. You should retain copies of all rental documentation in the event that an insurance company is involved. Where damage is caused to the Vehicle on separate occasions, each incident will be considered as a separate claim for which you are liable for the excess.

Cairngorm Campers reserve the right to give you a replacement vehicle in the event of an accident which is your fault or where liability is not clear - regardless of the insurance option you have chosen. Your hire may be ended (without a refund of remaining days). If you are given a replacement vehicle the insurance cover given will be the standard liability only and a bond will be payable.

4.6 If you have a non-fault accident, as deemed by our insurers, and the vehicle is no longer driveable, Cairngorm Campers will either replace your vehicle with a similar one or refund the hire charges for any days you lose the total use of the vehicle. Note that this is at the discretion of Cairngorm Campers depending on the circumstances of the accident.

4.7 Cairngorm Campers will endeavour to notify you of any outstanding charges/excess payment you are liable for within 4 weeks of your drop off date. However, insurance claims can take several months to process and penalty charge administrating is also outwith our control so be aware that delays can occur and that ultimately you are liable for any incidents/penalties that occur during your hire.

4.8 We will endeavour to refund any bond paid within 7 working days of your return date. This is the timeframe that we refund the bond from our end - we cannot determine the date it will arrive in your bank as this is down to bank processing speeds and varies depending on the country your bank is located in. Cairngorm Campers are also not liable for any changes in the currency exchange rate that may occur between the date you pay the bond and the date it is refunded.

5. Theft and Loss

5.1 You must look after the vehicle and the keys to the vehicle. Loss of keys will result in a charge of £100 plus any courier/postage costs. Cairngorm Campers will post you replacement keys but will not be liable for reimbursing any loss of hire days due to this. You must always lock the vehicle when you are not using it.

5.2 Personal effects should be covered under your own personal Travel Insurance policy. We strongly recommend that all customers obtain the highest level of travel insurance to cover any eventualities.

6. Maintenance and Responsibility

6.1 You must make sure that you use the correct fuel. You are responsible for damage and expenses incurred as a result of using incorrect fuel.

6.2 It is your own responsibility to maintain oil and water levels, by checking and maintaining to full. It is advisable to do this at every fuel top-up, We will refund you for any oil purchased if you supply the receipt but you are liable for the checking and maintaining of this. Failure to maintain appropriate fluid levels may result in engine damage, and will constitute a breach of your obligations under this Rental Agreement. Any damage incurred to the engine will be charged if you are discovered to be negligent.

6.3 The Vehicle is provided to you with a full set of tyres in good condition. In the event that any of them is damaged for any reason other than normal wear and tear, you undertake to replace it immediately at your own expense* with a tyre of the same dimensions, type and wear characteristics. *Unless you have our Extra Cover policy where 2 tyres are included in the cover.

6.4 You must stop the Vehicle if any of the instrument panel warning lights light up, or if you become aware of anything else which may indicate the presence of a mechanical problem with the Vehicle. You must contact us immediately if there are any issues with the van. Requests for refunds/compensations will not be considered if you have not contacted us at all during your hire.

6.5 You must bring the van back in a clean and presentable state and ready for the next customer to hire, a minimum £50 cleaning fee will be charged if this is not adhered to. An additional £150 cleaning fee will be charged if it is discovered that a pet has travelled in the vehicle without Cairngorm Campers prior consent and/or if the vehicle is returned in an unclean state after a pet has travelled in the vehicle.

7. Roadside assistance

7.1 All Our Vehicles come with Roadside assistance throughout the UK. Fees may apply for callouts for human error, eg. Lockout or lights left on, use outside of contracted area of use, or damage caused by negligence. Fees for excess towing and recovery may also apply at Cairngorm Camper's discretion.

7.2 In the event of any mechanical difficulties, or any problems whatsoever with your Camper, it is important that you report this to Us within 24 hours. Repairs can only be made after written or oral confirmation from and instructions given by Us as well as prior acceptance by Cairngorm Campers of the estimation of costs. The fees and expenses of any repair undertaken without the authorisation of Cairngorm Campers will not be reimbursed to you.

7.3 If your vehicle is unavailable overnight due to being held in a mechanical repair shop you will be refunded for that nights hire. This only applies if the breakdown is through no fault of your own and Cairngorm Campers have been fully informed. For all out of pocket expenses, we recommend you take the highest level of travel insurance. We do not/cannot guarantee our vans and cannot guarantee a replacement vehicle. In the unlikely event that the vehicle cannot be fixed or replaced and the hire is cancelled we will refund the remaining days hire and assist you in reaching the nearest onward travel point. Again, this only applies if the breakdown is through no fault of your own.

8 Accessories

8.1 Accessories are defined as any optional extras you hire in addition to your Campervan. Awnings, bike racks and child seats. Any charges relating to damage or failure of this equipment is completely independent of the Vehicle Damage Liability or excesses which refer to the vehicle only. All equipment is checked prior to despatch. The Hirer is to inspect the equipment upon pick up and notify Us immediately of any defect. If no such notification is given then it will be presumed that the equipment is in good working order and fit for its purpose as required.

9. Charges and Bond

All hirers agree to pay:

*Rental charges and bond charges where applicable.

*The excess or liability amount in respect of each incident resulting in damage to or loss of the vehicle, its accessories or any property left stored or transported in or upon the Vehicle, save to the extent that such damage or loss arises from the actions of Cairngorm Campers.

*You are liable for all fees, taxes, fines and penalties incurred in connection with the use of the Vehicle and for which Cairngorm Campers is charged. You agree to pay all charges, tolls, border crossing fees and court costs incurred in relation to the Vehicle by You or Cairngorm Campers from the commencement of the rental until the vehicle is returned. You must pay the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will also be responsible for paying Cairngorm Campers reasonable administration charges.

*You will be liable for any offence committed during the rental period which relates in any way to your use of the Vehicle, as if you were the owner of the Vehicle. Upon the request of the Police or any official body Cairngorm Campers may have to transfer your personal data.

*Any charges arising from Customs and Excise seizing the vehicle, together with a loss of income charge whilst Cairngorm Campers cannot rent out the vehicle.

*Any charges resulting from dropping the van off at the wrong location and/or abandoning the vehicle without Cairngorm Campers authorisation.

*Cleaning charges as per point 6.5.

*In the event of any accident or incident during your hire, you agree that Cairngorm Campers can take and hold the applicable excess or bond amount, if deemed necessary, until a resolution has been decided by Our Insurers. If a 3rd party is involved and is then proven to be fully liable by Our Insurers your excess payment will be returned. If the incident comes under the exclusions listed in 4.4.1 then the liability amount stated there will be taken and held until a resolution is reached.

10. You acknowledge that:

The Company has no liability in respect of any injury, loss or damage arising from the use of the vehicle, nor shall the Company be liable for any indirect loss or damage, or, in the case of consumers, damage which was not foreseeable by both parties.

The Company shall not be liable for damages arising from defects or mechanical failures which are not attributable to any breach of the manufacturer's warranty implied by law to take reasonable care or exercise reasonable skill.

11. You and any driver specifically approved shall ensure that the Vehicle will not be used:

For hire or reward.

For racing, pace making, rallying, speed testing, driving tuition or similar purposes or for propelling or towing any vehicle, trailer or other object.

In any manner which might render void the insurance policy, or other contract of insurance. For any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction.

By any person who: (i) is not licensed to drive the vehicle. (ii) is under 25 years of age or over 75. (iii) is under the influence of drink or drugs. (iv) has given a fictitious name, or address. (v) has not been approved by Cairngorm Campers as a driver. (vi) has been convicted of a motoring offence the details of which have not been disclosed in writing to Cairngorm Campers at the commencement of the hire. (vii) has not held their full licence for at least one year unless Cairngorm Campers have pre-approved ahead of their hire.

Outside England, Wales, Ireland, or Scotland without prior consent of Cairngorm Campers

You must not sell, rent, or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.

12. You and any driver specifically approved shall:

Inform Cairngorm Campers of any loss, damage or fault developing in the vehicle as soon as You become aware of the loss, damage, or fault.

Indemnify Cairngorm Campers against loss as is recoverable at law where that loss is incurred because of a breach of this Agreement by You or any approved driver.

Ensure that maximum payload and individual axle plated weights are not exceeded and that height restrictions are observed.

13. You and any driver specifically approved shall not:

Without prior consent of Cairngorm Campers incur any liability for repairs to the Vehicle. If Cairngorm Campers authorise someone to work on the Vehicle for specified repairs then Cairngorm Campers will only refund the cost of this pre-authorized amount with a valid receipt.

Make any claim for loss of or damage to any property left stored or transported in or upon the Vehicle unless due to our negligence.

14. General Provisions

You release and hold harmless Cairngorm Campers (and its agents and employees) from all claims for loss or damage to your personal property, or that of any other person whose property is left in the Vehicle, or which is received, handled or stored by Cairngorm Campers at any time before, during or after the Entire Period, whether due to Cairngorm Campers negligence or otherwise.

All rental transactions are in British Pounds (£) GBP. If the need should arise for a refund, it will be applied in British Pounds (£) GBP. Cairngorm Campers accepts no responsibility for exchange rate fluctuations, positive or negative.

Except as provided by law, and then only to the extent that any such obligation cannot be

excluded: no part of any moneys paid or payable by You pursuant to this Agreement is refundable.

Cairngorm Campers can refuse to provide a vehicle to any customer who is, in their opinion, unfit to drive or does not meet eligibility requirements or is abusive. In such circumstances no refund will be due.

Cairngorm Campers reserves the right to remove any discounts applied to a booking if the customer chooses to shorten or change their hire from the original specification.

Sometimes due to unforeseen circumstances (crash, vehicle theft, etc.) we are unable to supply the vehicle requested. Cairngorm Campers will take no responsibility if the booked vehicle is not physically present in the depot and therefore not available due to external conditions beyond our control. We will always endeavour to supply a vehicle of similar quality and characteristics.

Cairngorm Campers is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes. No refunds will be provided for any infestations mentioned above or that could have happened during the rental time.

The exercise of any of Cairngorm Campers rights hereunder shall in no way limit, restrict or prejudice Cairngorm Campers ability to exercise any of its other rights, remedies, and powers whether contractual, statutory or common law in nature, and whether legal or equitable. No right of Cairngorm Campers under this Agreement nor any of Your obligations hereunder may be waived except in writing by a partner or solicitor of Cairngorm Campers.

These Terms and conditions are subject to revision and by using our website (www.cairngormcampers.com) you agree to be bound by any such revisions and should therefore periodically visit the Policy page to determine the current terms and conditions to which you are bound.

Where any dispute arises between Cairngorm Campers and the Hirer as to any date or amount or the existence of any fact (including any breach) for the purposes of any provision of this Agreement, a certificate signed by any one of the partners or solicitors for the time being of Cairngorm Campers stipulating the same shall be conclusive evidence thereof unless You prove the contrary.

Should any term, covenant, condition, provision, stipulation or restriction herein contained be or become illegal or unenforceable then in such case this Agreement shall be read and construed as if such term, covenant, condition, provision, stipulation or restriction as the case may be had been severed from the beginning and the remaining part of this Agreement shall remain in full force and effect.

This agreement is governed by and construed in accordance with the Laws of Scotland. All disputes arising out of or in connection with the agreement shall be subject to the exclusive jurisdiction of the Scottish Courts.

15. Definitions

15.1 'Driver(s)' means only the person or persons named as the driver(s) on the booking form.

15.2 'You' and 'your' means the driver together with all other persons named on the booking form (including anyone added or substituted at a later date) and any person whose credit card is presented for payment of the hire charges.

15.3 'Cairngorm Campers' or 'we' or 'us' means Cairngorm Campers as a company.

15.4 'Hire period' means the agreed rental period as defined on your final invoice and any additional period during which the vehicle is in your possession or control.

15.5 'Vehicle' means the vehicle hired by you and includes tyres, tools, accessories & all other equipment or documents or additional hire items related to the vehicle and any replacements or substitute vehicle that may be provided by us.