

## Terms and Conditions

These terms and conditions, together with the "Booking Confirmation" and the "Notification of a Hired Vehicle" (details of the vehicle that you hire) make up our agreement with anybody (or organisation) who hires a vehicle with us. They apply each and every time that we hire out any vehicle so it is important that you take the time to read them carefully and to contact us before making a booking if you have any queries.

### 1 The definitions we use

- (1) "Outthere Campervans", "we", "us" or "our" means Outthere Campers trading from Willowvale, Tradespark Road, Nairn, IV12 5NF. Our contact details are telephone number [07802843309](tel:07802843309) and our email is [info@outtherecampers.co.uk](mailto:info@outtherecampers.co.uk). When you write to us please keep a copy of your email and send any letter by Recorded Delivery.
- (2) "You" means the person who places a booking and receives a Booking Confirmation from us for the hire of a vehicle.
- (3) "Booking Confirmation" means the communication (such as email or letter) which we send you confirming the details of the booking with us. It will confirm vehicle type, the Hire Price and any other costs applicable including when payments must be made and collection and return dates and times.
- (4) "Booking Form" means our booking form available from our Website or on request directly from us
- (5) "Contract" or "agreement" means our contractual obligations to each other which are contained in the Booking Confirmation, Notification of a Hired Vehicle and these Terms and Conditions.
- (6) "Deposit" means the amount payable when you book your vehicle which is 25% of the total Hire Price.
- (7) "Driver" means the person who is authorised to drive the vehicle, as shown on the Booking Confirmation. An "Additional Driver" is another Driver.
- (8) "Extras" means any item which you hire from us and which is payable in addition to any rental. You can find these on our website and they include items such as storage boxes and camping equipment.
- (9) "Hire Period" means the period of time (calculated in 24 hour periods) for which we hire the vehicle to you. It starts when you collect the vehicle and ends when you return it to us. Please note that hire periods must start and end during office hours.
- (10) "Hire Price" means the total price which you pay for the hire of the vehicle, including any extras. Prices are inclusive of VAT.
- (11) "Insurance Policy" means our policy of insurance which we maintain to provide insurance in relation to our agreement with you. Please ask us if you would like details.
- (12) "Security Deposit" means the deposit which is payable before any Hire Period starts. Unless we agree otherwise, the Security Deposit is £ 1000.
- (13) "Vehicle" means any campervan, motor home, van or any other vehicle, including all of the contents, equipment, accessories (whether they are fixed or not) and any other extras which we hire to you.
- (14) "Website" means the website and all its content at [www.outtherecampers.co.uk](http://www.outtherecampers.co.uk)
- (15) "Working Hours" are 9am to 5pm on every Monday to Saturday but excludes public holidays in Scotland unless we have specifically agreed otherwise with you.

## **2 Your Agreement with us**

- (1) When you hire from us you will be deemed to be aged 18 or over, agree to provide full and accurate information to us, and to have read and understood and agree to be bound by our agreement with you. Where you are entering into an agreement on behalf of another person or an organisation you confirm that you have the legal right to do so.
- (2) It is very important that you always provide us with true and accurate information that is the same as that which is contained on your Booking Confirmation, or the latest Booking Confirmation where we have agreed to make any changes, and this includes information relating to any drivers (including driving licence) and identification. You must keep us notified about any changes which occur after the Booking Confirmation is completed and which you have either agreed to supply or which you think may affect your booking/hire of the vehicle (such as, for example, if a driver commits any motoring offence). If you are not sure whether something will affect your booking you should notify us anyway because this may affect your insurance cover.
  - (a) If you provide us with information that is not accurate or current then you will not be covered by insurance and will be liable for any damages whatsoever to the vehicle and any third parties, and to completely reimburse us for all our losses. In addition, you may be committing criminal offences, such as driving a vehicle without having an adequate insurance cover in force.
  - (b) Where there are any differences in the driving licence(s) details on the Booking Confirmation to the licence(s) provided to us at the start of the Hire Period, then your hire may be automatically cancelled, but you remain liable for payment of the Hire Price.
- (3) Our agreement starts with you once we accept your booking and provide you with a Booking Confirmation. It is important that you carefully check it within 48 hours of receipt to notify us of any inaccuracy or, as applicable, any change.
- (4) We reserve the right to make changes to our agreement. The agreement documents which apply to your agreement are the ones provided to you with the latest Booking Confirmation.
- (5) Vehicles always remain our property and the Hire Price merely entitles you to use the vehicle which you hire from us for the Hire Period in accordance with our agreement. You are not entitled to assume any other rights, including any rights as an owner.
- (6) If you breach our agreement in any way then we reserve the right to cancel your agreement with us and take such further action as we deem appropriate. You will remain liable for all payments due to us. You specifically agree to indemnify us for all losses and expenses whatsoever which result from your breach.

## **3 Booking with us**

- (1) You can book a vehicle with us by completing the Booking Form which is available either on the website or directly from us or by speaking to us on the telephone. Once you have placed a booking we will confirm this with a Booking Confirmation.
- (2)
  - (a) Deposits are due to be received by us within 5 working days of the date we send you the Booking Confirmation. All Deposits are non-refundable.
  - (b) The balance of the Hire Price (the Hire Price less the Deposit) must be paid a minimum of 5 weeks before the start of your Hire Period.
  - (c) However, if your booking is made less than 5 weeks before the start of your Hire Period then you must pay the total of the Hire Price to be received by us within 5 working days of the date we send you the Booking Confirmation.

- (3) If we do not receive any payment on the date that it is due then we reserve the right to cancel your booking. Where you have not cancelled our agreement in accordance with clause 11 and not paid any balance of the Hire Price by the date which is 5 weeks before the start of your Hire Period then you remain liable for payment of the total Hire Price.
- (4) Payment is due in UK Pounds Sterling. Please note that if you are using a non-sterling payment provider (for example your bank is outside the UK) then the exchange rate that will apply is the rate charged by the payment provider applicable at the time of the transaction. You are responsible in relation to this and should check what rate will apply since we are not responsible in relation to this.
- (5) (a) Payment can be made using cash, Bank Transfer and most major Debit and Credit Cards (please ask if you are not sure).  
(b) Payment can also be made by cheque by arrangement with us. If you want to pay by cheque please contact us by telephone or email first.
- (6) Where payment or any part payment due under our agreement is overdue (such as if there are problems with the payment method, or payment does not clear for any reason, or is not made on time), then we reserve the right to
  - (a) immediately cease or suspend any hire to you and
  - (b) charge interest on overdue payment at the rate of 15% per annum and
  - (c) recover all reasonable expenses incurred in obtaining payment from you, where any payment or part payment due to us is late or unpaid.
- (7) At the start and/or at any time during Hire Period, we reserve the right to substitute another vehicle of comparable or superior quality to the one detailed on the Booking Confirmation and any such substitution is not deemed to be a breach of our agreement.

#### **4 The Security Deposit**

- (1) When you collect the vehicle, you must provide your Credit Card details. By providing your Credit Card details you authorise us to process payment of the Security Deposit of £1000 at any time during the Hire Period and up to 21 days following the end of the Hire Period.
- (2) You also authorise us to deduct, from the Security Deposit, any amount payable to us under these Terms and Conditions in relation to any damage, breakage or other costs incurred by us as a result of your breach of any of these Terms and Conditions or as a result of your fraud, negligent act or omission or failure to act.
- (3) Your Security Deposit will usually be refunded in full when your vehicle is returned, according to our sole discretion:
  - (a) on time and
  - (b) in neat, clean and tidy condition and
  - (c) undamaged and
  - (d) with a full tank of the appropriate fuel and
  - (e) with all the equipment in place and undamaged, including any extras and
  - (f) with any vehicle waste cartridge (including any Porta-Potti) clean and empty and
  - (g) without any penalties, unpaid tolls, charges, fines or other costs having been incurred.
- (4) The charges which you will incur if you do not return the vehicle to our satisfaction are the greatest of
  - (i) the actual charge to rectify the issue or
  - (ii) the standard charge as detailed at clause 6(7) following together with an administration charge of £25 which is payable for dealing with any unpaid tolls, charges, fines or other costs
- (5) Where any losses actually incurred by you exceed the amount of the Security Deposit then such payment is due within 7 days of the date of any written request by us to you.

## 5 About Drivers

- (1) Only the person(s) named as the Driver and Additional Driver(s) on the Booking Confirmation and Notification of Hire Form may drive the vehicle.
- (2) Our Insurance Policy restricts the hire of vehicles to certain people. Cover can usually be arranged under our Insurance Policy, but this must be arranged in advance so this can be processed. You must inform us when you send the Booking Form (and update us at any time until the end of the Hire Period if circumstances change) if any Driver or Additional Driver:
  - (a) is under 25 or over 70 years of age or
  - (b) has held a full driving license valid in the United Kingdom or EU for less than 24 months or
  - (c) suffers from any mental or physical illness, defect or infirmity or from fits, diabetes or any heart complaint or
  - (d) has had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or has had their insurance or cover cancelled by any motor insurer or
  - (e) has ever been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or has had their driving licence endorsed or suspended or penalty points imposed ("spent" convictions under the Rehabilitation of Offenders Act 1974, and not more than two speeding offences in the past 3 years and parking offences may also be disregarded) or
  - (f) has been involved in more than one accident whilst driving during the past 3 years, is engaged wholly or partly in professional entertainment or is a professional sports person or
  - (g) is connected with racing of any sort (including horseracing) or
  - (h) is engaged wholly or partly in the professional entertainment business or are professional sports people or
  - (i) is foreign service personnel other than persons born in the United Kingdom.
- (3) A maximum of 2 Additional Drivers may be added to Booking Confirmation at any time before the start of your Hire Period. The usual charge for this is £7 but we will advise you when you request this. We may be able to include Additional Drivers during the Hire Period but you will need to contact us in advance to confirm this and obtain charges.

## 6 Collecting and Returning Your Vehicle

- (1) Your Booking Confirmation will detail the time and date you can collect and return your vehicle. Please allow a period of 45 minutes to an hour for collection and return of your vehicle so that we can deal with any paperwork and show you around your vehicle.
- (2) It is important to collect and return your vehicle on time. You must advise us if you are going to be late collecting or returning the vehicle as we work on tight turnaround schedules.

### Collection

- (3) Whilst we try to avoid it, we do reserve the right to change your collection time at any point up until 48 hours prior to the start of your Hire Period.
- (4) If you have not collected your vehicle from us within 24 hours of the Hire Period start time detailed on the Booking Confirmation then we reserve the right to cancel your booking without notification and you will not be entitled to any refund.
- (5) Late collection does not entitle you to any refund of the Hire Price
- (6) You can park your car free of charge at our premises for the duration of your Hire Period but do so entirely at your own risk and we are not liable for loss or damages whatsoever.

## **Return**

- (7) Whilst you remain liable for any additional costs incurred we reserve the right to make the following standard charges, by deduction from your Security Deposit or otherwise
- (a) If you return the vehicle later than the return time stated in the return Booking Confirmation:-
- (i) £25 charge for additional insurance costs in the event that you return the vehicle more than 1 hour later
- (ii) £25 if you return the vehicle between 1 and 2 hours late, and a full daily hire rate if you return the vehicle more than 2 hours late
- (b) £50 cleaning charge if the vehicle interior is dirty/soiled. This charge will be applied at our sole discretion, subject always to an obligation on us to act reasonably;
- (c) £75 waste cartridge or Porta-Potti emptying charge if the Porta-Potti or waste cartridge is not returned empty and clean; and
- (d) If fuel tank is not returned full, a service charge of £25 will apply, together the following fuel costs
- (i) fuel tank 75% full - amount payable is £45
- (ii) fuel tank 50% full - amount payable is £65
- (iii) fuel tank 25% full - amount payable is £85
- (iv) fuel tank empty - amount payable is £105

## **7 Using our vehicles**

- (1) At any time during your Hire Period you must not:
- (a) overload the vehicle beyond its reasonable loading capacity or
- (b) operate, drive or use the vehicle in any way which would or might breach the terms of your agreement with us or
- (c) drive recklessly, dangerously or without due care and attention or
- (e) engage in any form of racing, rallying or motorsport of any kind or
- (f) smoke or allow anyone else to smoke any nicotine or any substances in the vehicle or
- (g) allow animals or pets to enter the vehicle unless you have our express written permission to do this prior to the Hire Period or
- (h) tow any trailer caravan or any other item or vehicle unless you have our express written permission to do this prior to the Hire Period or
- (i) leave the vehicle unlocked whilst unattended or
- (j) commit any breach of any UK law, whether relating to road traffic or otherwise, in the vehicle
- (2) During your Hire Period you must:
- (a) drive safely and responsibly ensuring that the vehicle is under your control at all times and
- (b) keep the vehicle within Scotland, England and Wales unless you have our express written permission, to go elsewhere, prior to the Hire Period and
- (c) take all reasonable steps to keep the vehicle in good, neat and tidy condition and well and properly maintained and
- (d) drive only on surfaced roads, with the exception of campsite fields/camping areas. When driving the vehicle other than on a surfaced road, you must take great care to ensure that you remain in control of the vehicle and ensure that the ground you are driving on is suitable and will not cause damage to the vehicle and
- (e) check the tyre pressure, oil and water levels at least once a week and contact us immediately if any warning lights or indicators come on and
- (f) use only the correct fuel applicable for the vehicle you hire.

## **8 About the Insurance**

- (1) The hire price includes comprehensive insurance. Please note that you are not covered for the following you will therefore be liable and responsible for:
  - (a) any claim where the vehicle was being used in breach of our agreement and
  - (b) costs of replacing any keys which are lost, stolen or locked in the vehicle (including any costs of delivering the keys to you if the vehicle is out on hire) and
  - (c) damage to the inside of the vehicle, for example, breakages to locks or catches or handles, light fittings etc and any stains, marks or damage to the interior surfaces, including the upholstery
  - (d) damage to tyres by bursts or punctures and
  - (e) damage caused to the vehicle by driving under height restricted barriers and
  - (f) damage to the windows or windscreen and (g) theft where an unoccupied vehicle was unsecured or the keys were left in the vehicle.
- (2) (a) A damage excess of £1000 applies to all claims. So, for example, you are responsible for paying the first £1000 of all claims, and this will normally be taken from your Security Deposit.  
(b) However, if your Booking Confirmation shows that you have taken out the Damage Excess Reducer, then you will only pay the first £500 of all claims.
- (3) If you cause damage to a third party which is not covered by the Insurance Policy, whether as a result of any of the exclusions or not (whether in the Insurance Policy or listed above), then you will be fully liable for the total losses incurred and amounts payable to
  - (a) such third party and
  - (b) to us, which will include losses relating to our business and inability to hire the vehicle to someone else.
- (4) The insurance is valid for the Hire Period - if you return the vehicle late you will not be insured. You must contact us as soon as you know you will be late and we may be able to arrange extension to the insurance cover. An additional premium levied by the insurance company together with a £25 fee will be payable.
- (5) The Insurance Policy does not provide cover of any sort for your own personal property - we recommend you take out your own travel insurance. It is your sole responsibility to make sure that the travel insurance you purchase suits your particular needs.

## **9 Accidents or damage to the vehicle**

- (1) If you are involved in an accident involving the vehicle you must:
  - (a) not admit guilt or liability or do/say anything which may be treated as an admission of guilt or liability and
  - (b) take a record of the names, addresses and (as appropriate) insurance details of all third parties involved and any witnesses and
  - (c) notify the police if there is any damage or injury to property, people or animals and
  - (d) complete the Accident Report Form supplied with the vehicle, including sketches and photographs if possible and return it to us as soon as is possible, and in any event no later than the end of the Hire Period as you return the vehicle
  - (e) contact us as soon as possible so we know what is happening and can establish whether we can help and
  - (f) not abandon the vehicle without taking all reasonable steps to prevent any further damage or loss and
  - (g) not drive the vehicle without our permission and
  - (h) pay the excess due under the Insurance Policy to us (particularly see clause 8 above)

- (2) If you damage the vehicle in any way (for example, break a tap fitting, door handle, or a light), it is very important that you contact us as soon as possible to enable us to rectify the problem as quickly as possible.
- (3) If the vehicle cannot be repaired or made roadworthy within a period of 24 hours, we will try our best to make an alternative vehicle available to you, unless we, in our sole discretion, consider that your act or omission has caused the accident. However, this may not always be possible and we cannot guarantee that a replacement vehicle will be available. We will not refund any of the Hire Price, or any other charges, if we are unable to provide you with a replacement vehicle.

## **10 Breakdown Policy**

If the Vehicle suffers any mechanical fault or breaks down at any time during the Hire Period please follow our Breakdown Policy below:

- (1) If the vehicle breaks down during your Hire Period, you should contact
  - (a) the roadside assistance/breakdown on the numbers provided in the Roadside Breakdown documents which are in your vehicle.
  - (b) us as soon as possible so we know what is happening and decide if we can help.
- (2) You can use the Roadside Breakdown cover to help repair/replace a damaged/punctured tyre, or the windscreen of the vehicle. However, you are liable for the full cost of any damage to the windscreen (including the cost of any replacement) and the cost of tyre damage or punctures (including the cost of replacing any tyres).
- (3) If you have a vehicle which is not fitted with a spare wheel, you will have a Tyreweld Emergency Puncture Repair Kit and a tyre compressor. If the Tyreweld Emergency Puncture Repair Kit cannot repair the punctured/damaged tyre, you must ring the Roadside breakdown who will take you to the nearest garage where the tyre can be repaired or replaced, and you will be responsible for the full cost of the repair/replacement.
- (4) In the unlikely event of any vehicle needing a replacement part or running repair, you need to contact us for authorisation before agreeing to this. Once you have our authorisation and you do instruct any repairs or replacement parts, you should obtain a receipt (detailing contact details, addresses and names of suppliers), and we will refund this to you at the end of the Hire Period, unless the damage is a result of your negligent act or omission. If you do not keep a receipt, we reserve the right to refuse the reimbursement of any costs incurred by you.
- (5) If the vehicle suffers a breakdown and cannot be repaired or made roadworthy within a period of 24 hours from the date you notify us of the breakdown, we will try our best to make an alternative vehicle available to you. This may not always be possible and we cannot guarantee that a replacement vehicle will be available. In the event that we are unable to supply a replacement vehicle, we will reimburse the cost of each day's hire charge for each day's full loss of hire; unless we in our sole discretion consider that your act or omission has caused the breakdown.

## **11 About Cancellations**

- (1) You can cancel any Booking Confirmation by emailing us or sending us a letter by Recorded Delivery. We cannot accept cancellations by telephone. Please see our contact details in clause 1(1) of these Terms.
- (2) The following charges will apply when you cancel:
  - (a) If you cancel more than 5 weeks before the start of your Hire Period, we will charge you 25% of the Hire Price;

- (b) If you cancel more than 3 weeks but less than 5 weeks before the start of your Hire Period, we will charge you 75% of the Hire Price; and
  - (c) If you cancel less than 3 weeks before the start of your Hire Period, we will charge you 100% of the Hire Price.
- (3) Occasionally, we may have to cancel your booking. If we cancel
- (a) for any reason relating to your breach of our agreement then you remain liable for payment in Clause 12(2) above, as if you had cancelled our agreement. This includes the situation where there are any differences in the driving licenses details on the Booking Confirmation to the ones that you provide to us at the start of the Hire Period. Please see clause 2(2).
  - (b) for any reason other than your breach of our agreement then we will refund you what you have paid to us but we will not be liable for payment of any other losses or costs whatsoever.

## 12 Liability

- (1) To the extent that the law allows we will not be held responsible for any loss, incidental or consequential damage, or loss whatsoever, including any third party losses or losses caused by third parties, arising out of anything in connection with our agreement including, but not limited to, use (unauthorised or otherwise), errors, mistakes, accident, theft or fraud, destruction, transit or any part whatsoever of the provision of the hire and/or our services, including any failure to provide.
- (2) In the unlikely event that we would be held liable for any losses occurring as a result of your hire or using/failing to use the services or at all, then such total damages for any loss whatsoever shall be limited, in relation to any one incident or series of related incidents, to 100% of the amount paid by you.
- (3) You are liable to us in relation to all losses which you incur as a result of any breach of our agreement by you.

## 13 General Terms

- (1) **Data Protection** - We will only use the data that we require to provide our services to you and keep you informed about what we are doing and will hold data according to current applicable Data Protection legislation subsisting in Scotland. If you don't want to be informed about what we are doing please telephone or email us.
- (2) **Invalidity** - Each clause or any part at all of these Terms and Conditions and Agreement is to be regarded as independent of the others. This means that should any clause or any part at all of these Terms and Conditions and Agreement be found to be unenforceable or invalid, it will be severed and will not affect the enforceability or validity of our agreement.
- (3) **Force Majeure** - Whilst we use our reasonable endeavours to fulfil our obligations under our agreement we shall not be found liable or responsible for any delay or failure to do so resulting from any events, act, omission or circumstances arising which are out of our control.
- (4) **Waiver** - nothing in these Terms and Conditions and no express or implied waiver by us in enforcing any of our rights under our agreement shall prejudice our rights to do so in the future.
- (5) **Applicable Law** - These Terms & Conditions and our Agreement shall be interpreted, construed and enforced in accordance with the law of Scotland and shall be subject to the exclusive jurisdiction of the Courts of Scotland.