
VEHICLE RENTAL TERMS AND CONDITIONS

These are the Terms and Conditions which apply to the rental of Motorhomes from A1 Hire (Perth) Limited, trading as Scotmotorhomes Hire, a company registered in Scotland under number SC 279401, whose registered address is Ruthvenfield Industrial Estate, Perth, PH1 3XF (“the Company”) and where the Customer renting the Vehicle is a “Consumer” as defined in Clause 1 of these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions these expressions have the following meanings:

“Business”	means any business, trade, craft, or profession carried on by the Customer or any other person/organisation;
“CD Offence”	means a careless driving motoring offence;
“Class”	means the category into which the Vehicle falls as determined by the Company and set out in Clause 3 of these Terms and Conditions;
“Consumer”	means a “Consumer” as defined by the Consumer Rights Act 2015, that is to say an individual who rents a Vehicle for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
“Contract”	means the Contract for hire made between the Company and the Customer;
“Customer”	means the individual who is the customer renting the Vehicle subject to these Terms and Conditions;
“DD Offence”	means a reckless or dangerous driving motoring offence;
“DR Offence”	means a drink or drug driving motoring offence;
“Recovery Service”	means the Company’s chosen recovery service, the R.A.C;
“Rental”	means the rental of the Vehicle by the Customer subject to these Terms and Conditions;
“Contract”	means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which govern the Rental;

“Rental Fees”	means the VAT inclusive sum payable by the Customer for the Rental as determined under Clause 6 of these Terms and Conditions;
“Security Deposit”	means the amount held as security specified as such in the Contract;
“UT Offence”	means a theft or unauthorised taking motoring offence; and
“Vehicle”	means the vehicle which the Customer is renting for the duration of the Contract.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “writing”, and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Information About The Company

- 2.1 A1 Hire (Perth) Limited, trading as Scot Motorhome Hire, a company registered in Scotland under number SC 279401, whose registered address is Ruthvenfield Industrial Estate, Perth, PH1 3XF.

3. Customer Warranties

- 3.1 The Customer, by entering into the Contract is warranting to the Company that
- 3.1.1 the Customer is a Consumer.

- 3.1.2 the Vehicle will not be taken out with Great Britain.
- 3.1.3 the Vehicle will not be driven or in the charge of anyone who does not have a valid driving license, has not held a driving license, or is disqualified by law from holding a license.
- 3.1.4 only those drivers disclosed to and accepted by the Company may drive the Vehicle, that no such driver has more than 6 penalty points on their license and has never been convicted of a DD, DR or UT Offence.

4. **Driver Eligibility Requirements**

- 4.1 The Customer must be the holder of a full (as opposed to provisional) driving licence which has been held for at least 3 years at the commencement date of the Rental. The licence must entitle the Customer to drive a category B vehicle up to 3500kg. In the case of UK driving licences both the photocard licence and the paper counterpart licence must be produced before the Vehicle will be released to the Customer. Copies of licences will not be accepted.

Important notice: on 8th June 2015 DVLA abolished the paper counterpart that went with the photo card UK driving licence and records of motoring convictions are now held online. The Customer must visit the DVLA and obtain a check code. www.gov.uk/view-driving-licence. This must be no more than 2 days before the start of the Rental and allows the Company to check licence details. People with old style paper licences are not affected by this change.

- 4.2 The Customer must be at least 25 and not more than 70 years of age to rent a Vehicle from the Company.
- 4.3 The Customer must present two forms of identification (in addition to their driving licence) when collecting the Vehicle. At least one should include the Customer's home address. Acceptable forms include, but are not limited to, passports, bank statements and utility bills. The Customer's National Insurance Number must also be provided.
- 4.4 A Customer without a current U.K. driving licence must produce a valid driving licence issued by their own country authority and must also comply with 4.3.

5. **Rental Term**

- 5.1 The Vehicle will be made available for collection by the Customer on the date and at the location shown in the Contract. Collection is available at 2pm. We are able to offer early collections (from 9am) or late returns (until 4pm) for an additional half a day's hire cost. These extensions must be agreed prior to the hire commencing and are subject to availability. The Customer should allow one hour for hand over to complete documentation and familiarisation with the vehicle. This involves testing every system on board the Vehicle to ensure they are operating correctly. In conjunction with this the Customer will be taken on a tour of the Vehicle and shown how each system works. If the Customer's own vehicle is left at the collection point during the Rental then the Company will not charge for that facility but accepts no

responsibility for any loss or damage to the Customer's own vehicle unless actually caused by the Company itself.

- 5.2 The agreed Rental term will be set out in the Contract. The Customer must return the Vehicle to the Company at the location shown in the Contract at 11a.m.at the end of the Rental term. We are able to offer early collections (from 9am) or late returns (until 4pm) for an additional half a day's hire cost. These extensions must be agreed prior to the hire commencing and are subject to availability. The Customer should allow one hour for the return process. The Vehicle must be returned undamaged, and with empty waste water tank and empty toilet cassette and the interior clean and in the same condition as when collected. Please note that here are no toilet cleaning facilities at the collection / return depot. A separate charge will be made by the Company if valeting or upholstery cleaning is required or if the toilet cassette is not returned empty. That charge will be fixed at £150.
- 5.3 No refund will be made for early return. If the Customer is late in returning the Vehicle by more than 1 hour the Company shall charge the Customer £100 for every hour or part of an hour of the delay. This is because the Company may be unable to comply with another customer's requirement for the Vehicle. If the Customer is aware that the Vehicle will be returned late then the Customer must advise the Company immediately.
- 5.4 The Company reserves the right to recall the Vehicle immediately at any time if the Company discovers that the Customer is in breach of a material term of the Contract.
- 5.5 The Company is required by law to provide consumers with goods that are of satisfactory quality, fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by the Company. If the Customer discovers any damage (pre-existing) or fault with the Vehicle during the Rental Term, the Customer should inform the Company as soon as is reasonably possible. The Company will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing the Customer any inconvenience, the Company will repair the Vehicle (or have it repaired). If the Company is unable to replace or repair the Vehicle (or have it repaired), or if the Customer would prefer to reject the damaged or faulty Vehicle, whether before or after a repair or replacement (if the replaced or repaired Vehicle is still damaged or faulty), the Company will offer the Customer a refund equal to the remaining, unused part of the Rental Term. Any refund due to the Customer will be made as soon as is reasonably possible, and in any event within 14 calendar days of the date on which the Company agrees that the Customer is entitled to a refund. Refunds will be made using the same payment method originally used by the Customer unless the Customer specifically requests a different method. For more information on the Customer's legal rights and remedies as a consumer, it is recommended that the Customer contacts their local Citizens Advice Bureau or Trading Standards Office.

6. Fees and Payment

- 6.1 The Rental Fees will be determined by reference to the length of the Rental term, the Class of the Vehicle, any relevant surcharges and any additional items which may be included in the Rental. All Rental Fees must be paid in full by the date that is one

month before the start of the Rental or if the Rental is to commence within one month of the Contract being entered into must be paid at the time the Contract is entered into. No Contract will come into existence between the Customer and the Company until the Company has received any deposit the payment of which is a term of the Contract. When any such deposit is paid the Contract will be deemed to have come into existence. If a Contract is to be entered into within one month prior to the commencement of the Rental then payment in full will be required before the Contract is deemed to come into existence.

6.2 Payment may be made by either credit or debit card. The Security Deposit (£1000) will be taken at the commencement of the Rental and will be refunded to the Customer within seven days of the end of the Rental provided the Customer is in full compliance with all material terms of the Contract and has paid all sums due to the Company. The Company may deduct from the Security Deposit any amount due by the Customer to the Company.

6.3 The Customer's card details will be taken at the start of the Rental term along with the Security Deposit set out in sub-Clause 6.2. If there are sums due to the Company by the Customer that exceed the amount of the Security Deposit then the Company may utilise the card details to obtain that amount.

6.4 If any amount due to the Company by the Customer is not paid on the due date for payment for any reason other than the fault of the Company or the failure of its systems the Customer shall be charged interest at the rate of three % above the base rate of Bank of England on the outstanding balance from the due date up to and including the actual date of payment.

6.5 If the Customer cancels a Rental for any reason that is not attributable to the Company's fault (and cancellation will only be accepted if in writing or e mail received by the Company) then the following cancellation fees will apply:-

If the cancellation is received more than 6 weeks before the commencement date of the Rental then the deposit will be forfeited but no other charge will be made;

If the cancellation is received 6 weeks or less than 6 weeks before the commencement date of the Rental but more than 2 weeks before the commencement date of the Rental then the Customer must pay 50% of the total Rental Fee:

If the cancellation is received two weeks or less before the commencement date of the Rental (or if the Customer does not show) then the Customer must pay the full Rental Fee.

Sums due to be paid by the Customer to the Company will still be due and payable on the due date but if the Company is able to hire out the Vehicle to another Customer for all or part of the length of the cancelling Customer's intended Rental then the Company will reimburse the cancelling Customer 80% of the amount paid by the cancelling Customer in respect of the period that the Company has been able to hire out the Vehicle to another Customer.

- 6.6 Insurance cover is for one declared driver only. If any additional driver is to be included then an administration fee of £25 plus vat per additional driver will be added to the Rental Fee

7. Vehicle Usage

- 7.1 The Customer may only use the Vehicle for the normal purpose for which it is intended. In the case of a motorhome that purpose is the carrying of passengers (up to the maximum number permitted for that particular Vehicle as indicated to the Customer at the start of the Rental term) and associated luggage within the passenger compartment and luggage compartments of the vehicle. The Customer must ensure that all passengers are wearing seatbelts where fitted and required by law.
- 7.2 The Customer may not fit a roof rack, roof box or any other form of external carrier other than those approved and provided by the Company. The Customer must not tamper with any part of the Vehicle out with activities within the normal course of a Rental.
- 7.3 The Vehicle must not, under any circumstances, be used for the transportation of inflammable, toxic, corrosive, radioactive, biohazardous or other dangerous goods or substances.
- 7.4 The Company does not accept pets in any Vehicle unless specified on the website. A valet fee of £150 will be charged to the Customer should any animal hair or other traces of any animal be found in the Vehicle.
- 7.5 Use of the Vehicle on anything other than normal public roads (the definition of "normal public roads" includes private roads, drive ways, car parks etc.) is not permitted. This prohibition includes, but is not limited to:
- 7.5.1 Off-road driving;
 - 7.5.2 Participating in racing or other competitions of any kind; and
 - 7.5.3 Speed testing or time trials.
- 7.6 Further restrictions apply to the Customer's use of the Vehicle. The Customer may not:
- 7.6.1 Use the Vehicle for any illegal purposes (including exceeding speed limits and other breaches of the Highway Code);
 - 7.6.2 Use the Vehicle whilst under the influence of alcohol or drugs;
 - 7.6.3 Use the Vehicle for the purposes of instructing learner drivers;
 - 7.6.4 Allow any other person to drive the Vehicle;
 - 7.6.5 Use the Vehicle for the carrying of passengers for financial gain;
 - 7.6.6 Use the Vehicle wholly or partly for the purpose of any Business;
 - 7.6.7 Sub-rent the Vehicle; or

- 7.6.8 Smoke or permit smoking in the Vehicle (even with the windows or door open) (and if there is any infringement of this specific rule the Company will charge the Customer £300 for deep cleaning);
- 7.6.9 Use the Vehicle for travel to or attendance at rock festivals or sporting events not previously disclosed to and accepted by the Company.
- 7.7 Unless otherwise agreed at the time of Rental, the Customer may only drive the Vehicle within Great Britain.
- 7.8 The Vehicle will be supplied to the Customer with a full tank of either petrol or diesel, as appropriate. During the term of the Rental the Customer shall ensure that they use the correct fuel. The Vehicle must be returned to the Company with a full tank of fuel. Failure to do so will result in the Customer being charged for the required amount of fuel. The charge will be the higher of (a) the actual cost to fill the tank and (b) the following scale: if the vehicle is returned with the tank more than $\frac{3}{4}$ full but less than full, £75, more than $\frac{1}{2}$ full but $\frac{3}{4}$ or less full, £90, $\frac{1}{2}$ full or less but more than $\frac{1}{4}$ full, £120 and empty to $\frac{1}{4}$ full, £140. A full gas cylinder is included in the Rental. If the gas runs out the Customer must purchase any additional gas required.
- 7.9 In the event that the Customer uses incorrect fuel in the Vehicle they must neither drive it nor attempt to remove the fuel. The Customer must contact the Company and the Company shall dispatch its Recovery Service to take the necessary action. The Customer will be charged at the full rate for any expenses incurred by the Company in this regard.
- 7.10 The Customer must always lock the Vehicle and activate any installed security systems when leaving it unattended, irrespective of the length of time for which it will be so left. The keys for the Vehicle must be kept safe at all times. Any cost to replace a key will be the responsibility of the Customer. Duplication of keys is prohibited.

8. Vehicle Care and Maintenance

- 8.1 The Vehicle will be supplied in a clean and road-worthy condition having been fully valeted and subjected to a full mechanical inspection which includes topping up all necessary fluids and oil and checks on all tyres. The Customer shall ensure that the Vehicle is returned to the Company in a similarly road-worthy condition. The responsibility of checking oil/water levels in the engine and checking tyre pressure on a daily basis, are the responsibility of the Customer.
- 8.2 If the tyres on the Vehicle become damaged during the term of the Rental for any reason other than normal wear and tear the Customer must replace, at their own expense, that / those tyre(s) with tyres of the same brand, type and dimensions. The Customer must inform the Company of any such replacements.
- 8.3 The Rental is inclusive of breakdown cover which shall be provided by the Company's Recovery Service. The Customer will be provided with contact details for the Recovery Service at the time of collection. Under no circumstances should the Customer use any other recovery service.

- 8.4 If any mechanical failure occurs during the term of the Rental the Customer must immediately cease driving the Vehicle and contact the Company whereupon the Company shall dispatch its Recovery Service to take the necessary action. The Company will bear the expense of any remedial work required provided the damage or failure is not found to be the fault of the Customer and provided such remedial work is carried out by an authorised repairer.

The Customer should not attempt to make any repairs to the Vehicle. This includes, but is not limited to, mechanical repairs and bodywork repairs.

- 8.5 The Company shall ensure that the Vehicle is insured pursuant to Clause 9. If any damage occurs to the Vehicle then the Customer is responsible for making good to the Company any loss sustained by the Company but if a valid claim can be made under the insurance policy and is accepted by the insurers, then such a claim will be made by the Company and any proceeds received will be used to re-imburse any sums paid by or deducted from the Customer, with the Customer however bearing any excess applied in accordance with the insurance terms for the type of loss sustained. The Customer will co-operate in all respects in any such claim.

9. Insurance

- 9.1 Standard insurance cover for the Vehicle (but not for any optional equipment) for the Rental duration is provided as part of the Rental. The insurance cover is only valid for the period of the Rental i.e. until the scheduled return date and time.
- 9.2 The Customer's property in the Vehicle is not insured and it is the responsibility of the Customer to arrange insurance for that property and to safeguard it. The Company accepts no responsibility for that property except in cases where the Company has caused damage or loss through the Company's own breach of a term of the Contract.
- 9.3 If the Customer has given any information that proves to be false or not declared any matter that is relevant to insurance cover then, if the insurance cover is invalidated as a result, the Customer must make good to the Company any loss or damage it incurs as a result.

10. Accidents and Theft

- 10.1 In the event of an accident the Customer must not admit any fault or responsibility. The Customer should take the following steps:
- 10.1.1 Make a detailed note of the names, addresses, telephone numbers and car registration numbers of any other parties involved in the accident – indicating also whether those parties are the owners of their respective vehicles;
 - 10.1.2 Make a detailed note of the names, addresses and telephone numbers of any witnesses;
 - 10.1.3 Contact the police in the event of any suspected injuries or any disputes over responsibility;

- 10.1.4 Contact the rental office of the Company from which the Vehicle was collected and inform them of the accident, following any further instructions the Company may issue;
- 10.1.5 Secure the Vehicle in a safe location, with police assistance if necessary.
- 10.2 If the Vehicle is stolen the Customer must firstly inform the police of the incident, providing all details requested. The Customer must then inform the Company by contacting the rental office from which the Vehicle was collected, providing all details of the incident including information provided by the police including, where relevant, the crime reference number.
- 10.3 The Customer must fill in an accident report form provided by the Company at the earliest reasonable time following any accident or theft and transmit it to the Company at the earliest reasonable time.

11. Fines, Penalties, Tolls and other Charges

- 11.1 In the event that a penalty charge notice, fine or similar penalty is issued which concerns the Vehicle during the Rental Period the Company will immediately inform the Customer and shall require the Customer to pay the fine either to the Company or to the issuing authority as the case may be.
- 11.2 If the Customer receives any parking fines while the Vehicle is in their possession, full payment of such fines must be made by the Customer directly to the relevant authority.
- 11.3 If the Customer takes the Vehicle on any toll road or other chargeable route, including but not limited to the London Congestion Charging Zone, the Customer shall be solely responsible for paying the requisite charges.

12. How We Use Your Personal Information (Data Protection)

- 12.1 All personal information that the Company may collect (including, but not limited to, the Customer's name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and the Customer's rights under that Act.
- 12.2 The Company may use the Customer's personal information to:
 - 12.2.1 Provide its products and services to the Customer;
 - 12.2.2 Process the Customer's payments; and
 - 12.2.3 Inform the Customer of new products and services. The Customer may request that the Company stops sending such information at any time.
- 12.3 The Company has the right to pass on any personal information provided by the Customer to relevant authorities including, but not limited to, the DVLA and the police, and to anyone who acquires the business of the Company. In the event that

the Customer is in breach of these Terms and Conditions the Company may also pass on any such information to credit reference agencies and debt recovery agencies.

- 12.4 The Company will not pass on the Customer's personal information to any other third parties without first obtaining the Customer's express permission.

13. Termination

- 13.1 The Company shall be entitled to terminate the Contract in the event that:

13.1.1 the Customer is in breach of a material term of the Contract;

13.1.2 the Customer has had their personal belongings confiscated in order to satisfy debts or becomes bankrupt.

- 13.2 In the event of termination for any of the above reasons:

13.2.1 all payments required under the Contract shall become due and immediately payable; and

13.2.2 the Company shall have the immediate right to request the immediate return of the Vehicle or repossess the Vehicle and may charge the Customer for any reasonable costs involved in such repossession.

14. The Company's Liability

- 14.1 The Company shall be responsible for any foreseeable loss or damage that the Customer may suffer as a result of the Company's breach of a material term of the Contract or as a result of the Company's negligence. Loss or damage is foreseeable only if it is an obvious consequence of the Company's breach or negligence or if it is contemplated by the Customer and the Company when the Contract is formed. The Company will not be responsible for any loss or damage that is not foreseeable.

- 14.2 In any event, except under 14.3, the Company's total liability under the Contract shall be limited to the value of the contract between the Company and the Customer, that is, the total Rental Fees payable by the Customer.

- 14.3 Nothing in the Contract seeks to exclude or limit the Company's liability for death or personal injury caused by its negligence (including that of its employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

- 14.4 Nothing in the Contract seeks to exclude or limit the Company's liability with respect to the Customer's rights as a consumer. For more information on the Customer's legal rights and remedies as a consumer, it is recommended that the Customer contacts their local Citizens Advice Bureau or Trading Standards Office.

- 14.5 If the Customer leaves their own vehicles with the Company during the Rental the Company will have no responsibility for its safe storage and no liability to the Customer on any basis if damage or loss occurs to the vehicle.

15. Events Outside of the Company's Control (Force Majeure)

The Company shall not be liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond its reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond the Company's reasonable control.

16. Communication and Contact Details

The Customer may contact the Company in person at the Company's registered office, by telephone at 01738 623 583, or by email at info@scotmotorhome-hire.co.uk.

17. Other Important Terms

- 17.1 The Company may transfer (assign) its obligations and rights under the Contract to a third party (this may happen, for example, if the Company sells its business). If this occurs the Customer will be informed by the Company. The Customer's rights under the Contract will not be affected and the Company's obligations under the Contract will be transferred to the third party who will remain bound by them.
- 17.2 The Customer may not transfer (assign) their obligations and rights under the Contract without the Company's express written permission.
- 17.3 The Contract is between the Customer and the Company. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Contract.
- 17.4 If any of the provisions of the Contract are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract terms shall be valid and enforceable.
- 17.5 No failure or delay by the Company in exercising any of its rights under the Contract means that it has waived that right, and no waiver by the Company of a breach of any provision of the Contract means that it will waive any subsequent breach of the same or any other provision.

18. Governing Law and Jurisdiction

- 18.1 These Terms and Conditions, the Contract, and the relationship between the Customer and the Company (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of Scotland.

18.2 Any dispute, controversy, proceedings or claim between the Customer and the Company relating to the Contract or the relationship between the Customer and the Company (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of Scotland.

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