

# Cairngorm Mountain Motorhomes

## Terms and Conditions of Hire

### 1. Agreement

This written Agreement (together with the Booking Form) constitutes the entire agreement between the parties.

### 2. Booking

Availability of the Motorhome is on a request and confirm basis at the time of reservation.

The normal hire period is on a weekly (7 night) basis from Saturday to Saturday.

Shorter hire periods are available on request.

The Motorhome has a maximum occupancy of four (4) persons. We allow upto 2 dogs in the Motorhome if agreed in advance. The Motorhome is strictly non-smoking.

The Motorhome shall not be used for unlawful purposes at any time.

The hirers ("You"/ Your) booking shall only be confirmed once You have paid a £150 deposit to Cairngorm Mountain Motorhomes ("CMM") and CMM have confirmed that such deposit has been received.

The remaining balance of hire shall be due eight (8) weeks prior to Your collection date.

For late bookings (less than 8 weeks prior to departure) or short breaks the full hire price is payable on booking.

CMM reserves the right to cancel the booking if payment is not received eight (8) weeks prior to your collection date.

### 3. Collection and Returns

Please allow at least 1 hour for the hand over. During the hand over, CMM will demonstrate the Motorhome and its many functions to You, together with taking You on a short orientation drive to ensure that You feel comfortable with driving a vehicle which is potentially much larger than You are used to.

All required paperwork and a check of all relevant documentation will also be carried out during the hand over. You will also be invited to have a check of the Motorhome to ensure that it is in Good Condition. Please allow for the same time on Your return, during which time the Motorhome will thoroughly inspected for condition and damage.

Collection and return days are normally a Saturday. The Motorhome shall be available to be collected from 2pm on the day of departure and should be returned **no later than 10am** on the last day of hire. These timings may be flexible for short breaks if agreed in advance.

There will be a penalty charge of £50 per hour for every hour which the Motorhome is returned late and You will not be covered by CMM's insurance.

You are welcome to leave your own vehicle with CMM during your hire. You shall remain entirely responsible for any loss or damage caused to your vehicle whilst it is parked on CMM property.

CMM can arrange to collect You prior to commencement of your hire and drop You off at the end of your hire. Please contact CMM if You would like to discuss this option. A small fee will be charged for this service.

### 4. Hirer/ Drivers

You must be:

- Aged between 25 and 70
- Have held a full driving licence for at least two years
- Have unendorsed licences (except for minor speeding or parking offences)

You must provide:

- Your driver's licence on day of departure (together with one other form of identification e.g. utility bill (no older than 60 days)/ passport, credit card, etc)
- Drivers are personally liable for all legal penalties (e.g. speeding fines, parking tickets) which are incurred during the period of hire
- Maximum of 2 drivers per hire

### 5. Passengers

The Motorhome is licenced to carry up to 4 passengers only (based on the number of seat belts fitted). Children up to 12 yr old or up to 135cm height (whichever is reached first) must use suitable child restraints as required by UK law.

### 6. Security Deposit

A security deposit of £750 will be payable on the day of collection. This can be paid by cash or cheque. This security deposit will be refunded (within 7 days of completion of hire) subject to CMM inspecting the Motorhome on its return to ensure that it is clean and in the same condition as at the commencement of hire. The toilet should also be clean and empty or a £50 fee will be incurred.

### 7. Cancellation Charges

- More than 6 weeks prior to departure: Booking deposit
- 6 weeks - 2 weeks: 50% of total hire charge
- 2 weeks - No show: 100% of total hire charge

### 8. Insurance

CMM provide fully comprehensive vehicle insurance. In the event of any damage to the either the Motorhome or a third party, You will be liable for the first £1000.

Notwithstanding the foregoing, no insurance cover is provided for overhead damage or for damage caused wilfully or by gross negligence. In such cases You will be liable for all costs associated with all repairs or replacement.

Similarly, You will also be fully liable for the replacement or repair of windows and/ or tyre damage and for loss or replacement of any of the interior equipment as described in the Motorhome itinerary. Only persons named on the Booking Form are insured to drive the Motorhome.

### 9. Personal Property

Your personal property is not covered by CMM's insurance and it is recommended that You take out personal travel and cancellation insurance.

### 10. Fuel/Oil/Gas/Tyres

The Motorhome is supplied with a full tank of DIESEL and should be returned full. Where the tank is not refilled the cost of doing so will be deducted from the security deposit.

You should check the engine oil, water levels, and tyre pressures at least once during Your hire, and at any other time when you have cause for concern. You will be responsible for the repair or replacement of punctured and damaged tyres. There is unlimited mileage.

The Motorhome is supplied with 2 bottles of gas with at least one full.

### 11. Breakdown/Accident

The Motorhome comes complete with breakdown cover for any mechanical faults to the base chassis of the Motorhome. Any costs associated with a call-out due to operator error (e.g. keys locked inside or lost/ wrong or insufficient fuel or flat battery) shall be Your responsibility to settle on demand by the call-out provider or CMM.

Damage can often occur whilst reversing so please seek help.

In the event of an accident, loss, damage or theft please report to the Police as soon as practicable (certainly no later than 24hrs).

**Please also instruct us immediately by telephone on 07794 695077/ 07717 053384 of any incidents.**

Please get name and addresses and car numbers of any witnesses in the event of an incident and please also take photographs of the scene if possible. Do not admit any liability in the event of an accident which could compromise CMM's ability to raise a claim.

### 12. Liability

To the extent permitted by law, the maximum limit of CMM's liability to You, whether in contract, tort, negligence or breach of statutory duty or otherwise shall be a sum equivalent to the total hire charge.

### 13. Miscellaneous

This Agreement shall be governed by Scottish law. Any disputes which arise and cannot be settled between the parties shall be settled in accordance with Scottish Courts.

The personal information that You provide to CMM will be used to fulfil the Agreement only. CMM will not pass on any information to any 3<sup>rd</sup> party (other than CMM insurers).

CMM retains title to the Motorhome at all times and You accept that you are in possession of the Motorhome as a mere bailee only.

**By signing the Rental Agreement You agree that you have read and accepted the above Terms and Conditions and agree that they, together with the Booking Form, form a legally binding Agreement between Yourself and CMM.**

**Name of Insured Driver/ Hirer:**

**Address of Insured Driver/ Hirer:**

**Rental Period: from \_\_\_\_\_ to \_\_\_\_\_**

**Signature:**