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| Ochil Classic Campers Terms and Conditions(“Agreement”)  Please read these Terms and Conditions (“Agreement”, “Terms and Conditions”) carefully before using www.ochilclassiccampers.co.uk (“the Site”) operated by Ochil Classic Campers (“us”, “we”, or “our”). This Agreement sets forth the legally binding terms and conditions for your use of the site at www.ochilclassiccampers.co.uk  **Intellectual Property**  The Site and its original content, features and functionality are owned by Ochil Classic Campers and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.  **Termination**  We may terminate your access to the site, without cause or notice, which may result in the forfeiture and destruction of all information associated with you. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.  **Links To Other Sites**  Our Site may contain links to third-party sites that are not owned or controlled by Ochil Classic Campers.  Ochil Classic Campers has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party sites or services. We strongly advise you to read the terms and conditions and privacy policy of any third-party site that you visit.  **Governing Law**  This Agreement (and any further rules, polices, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of Scotland, without giving effect to any principles of conflicts of law.  **Changes To This Agreement**  We reserve the right, at our sole discretion, to alter or replace these Terms and Conditions at any time without prior notice.  **Contact Us**  If you have any questions about this Agreement, please contact us for further details. This Agreement is made between Ochil Classic Campers of Lindon, Powmill, Dollar, FK14 7NS and the person/persons signing the rental agreement.  Except where otherwise stated the following words have the following meanings in this Agreement:  “**The Campervan**” – This means the VW campervan hired to you under this Agreement including all tyres, tools, accessories and equipment, provided by us with the campervan. ”**You**” – The person or persons entering into the agreement with us. “**The Agreement**”, “**The Rental Agreement**” and “**Terms and Conditions**” – This agreement and any document expressly referred to in this agreement including an insurance document and motor rental agreement. “**Security Deposit**” – The sum of £500 to £750 as detailed below paid by bank transfer, debit /credit card by those hirers on self drive agreements, or where the vehicle is to be left with a customer without us present. “**Booking deposit**” – monies paid to confirm your requested booking by bank transfer, debit /credit card  “**We / us**” – Ochil Classic Campers, its owners or any other employee.  Ochil Classic Campers hires the campervan to you subject to this Rental Agreement which incorporates these terms and conditions and the information and conditions contained on the booking form that you completed and signed. In entering into this Rental Agreement you accept these terms and conditions and confirm that you will strictly comply with them. The rights and obligations contained in these terms and conditions govern your use of our campervan and are not transferable by you. You acknowledge that the campervan is owned by us and that any attempted transfer or sub letting of the campervan by anyone other than us is prohibited and a criminal offence. We permit you to use the campervan on the terms of this Rental Agreement only.  The extent of hire is Scotland, Scottish Islands, England and Wales only. **There will be a mileage allowance of 100 miles per day.. Should mileage be in excess of this figure Ochil Classic Campers reserve the right to deduct 50 pence per mile over this amount.**  Collection and return is from the Ochil Classic Campers premises in Powmill, Perth and Kinross.  You will be able to leave your car at the collection point, free of charge, however we can accept no responsibility for its safe-keeping. Smoking in the camper is illegal and strictly prohibited.  Booking and Payment  A booking is not confirmed until the booking form, signed terms and conditions and insurance form has been completed and signed by the hirer, the deposit received (and payment cleared) and a receipt of written confirmation sent from us. Only then will this contract take effect.  A non refundable deposit of £150 must be paid at the time of booking, the remainder to be paid no later than 6 weeks before the camper van is collected.  All rights are reserved by us to refuse any hire if in our opinion you are not suitable to take possession of the vehicle for any reason.  Security Deposit  In addition to your payment for hire, a security deposit must be paid before taking possession of the campervan; this can be paid up to 7 days before your hire via bank transfer credit/debit card.  The campervan and all its equipment must be returned in good condition, with no damage to it, its contents or any third party property. The security deposit is refundable on safe return of the campervan, in the condition in which it left our premises subject to a satisfactory inspection by us. The security deposit covers any damage (whether negligent, wilful, accidental or otherwise) or loss to the campervan or any other items included with the campervan hire  .  Your security deposit will normally be refunded within 14 days of the end of the hire period. Should there be any damage, loss or missing items the cost of this will be deducted from the security deposit before the balance is returned to you. You irrevocably authorise us to deduct from the security deposit any amounts due to us arising out of this Agreement. If we are not holding your card information, then you agree irrevocably to pay all charges upon request. In the event that there is a claim we reserve the right to retain the security deposit for such long a period as is necessary to quantify the charges incurred which are to be deducted from the deposit. You should be aware that the security deposit will be used towards funding any loss or damage whatsoever to the campervan or its equipment, fixtures and fittings, as well as payment for the insurance excess.  Where the security deposit is insufficient to cover the costs, you will pay any additional amounts due. These will be invoiced as appropriate and you authorise us to deduct any sums due from your card in respect of such amount. Where charges are incurred which result in your security deposit being debited we will provide you with an itemised invoice detailing the charges incurred by you. Your signature below gives us permission to deduct all charges from your card within 7 days of the issue of an invoice. If we are not holding your card information then you agree to pay all charges upon presentation of the invoice.  Cancellations  All cancellations must be in writing, please confirm in an email or letter. In the event of a cancellation by the hirer the following applies:   * Cancellations between the time of confirmed reservation and 6 weeks before the rental period - the booking deposit is not refunded. * Cancellations within 6 weeks of the start of the rental period will not be subject to any refund and the hirer will be liable for the full cost of hire.   Booking deposits are only transferrable to another date within a 12 month period, however more than 6 week’s notice must be given, or your deposit will be forfeited.  No refunds are payable where you change, cancel or seek to vary the Agreement after departure. We take no responsibility for any detention, delay, loss, damage that you might experience unless caused by our negligence.  Charges  The charges stated on the rental invoice reflect your use of the campervan during the rental period and include hire charges, insurance, charges for any optional services or equipment chosen by you, and any applicable taxes at the prevailing rate. Additional charges may arise from your use of the campervan during the rental period, and may include (but are not limited to):   * Loss of or damage to the campervan and its contents during the rental period until the campervan is returned to us and return condition checked. * The insurance excess. * A refuelling service charge of £25 and the fuel cost to refill the tank with unleaded petrol/Diesel. * A late return charge of £25 per hour or part thereof, if you are delayed in returning the camper van back to us. Additional insurance charges will apply and you must telephone to let us know, as you may not be insured for your additional time. * Any additional driver charge, * A full valet fee of £50 if the camper van is not returned in a clean condition. * Road tolls or fines for charges arising from traffic or parking offences during the rental period. * Costs of obtaining replacement keys (and any associated costs) during the hire period.   All charges are subject to final calculation within 14 days of the end of the rental period, or on receipt of those charges from third parties.  Camper Van Insurance, Accidents and Damage  The campervan has fully comprehensive insurance for the hirer and a further named driver.  Failing to provide information or providing false information will invalidate your insurance and render you liable for all losses howsoever sustained including claims by third parties. You warrant that all information supplied to us in connection with this agreement is true and complete.  The hirer must provide all requested information for our insurers as requested on the vehicle rental agreement at least 14 days before the hire period commences. (Or at the time of booking if hire start date is less than 14 days away).  The campervan must only be driven by any person who has been authorised by us, those persons having provided the insurance, driving licence and personal identification information requested.    Should you fail to provide the required information in time and your booking is cancelled as a consequence, our policy on cancellation fees as set out above applies.  We are not responsible for any damage in connection with any accident or breakdown caused by you, nor are we responsible for any loss from the campervan. Our insurance policy covers us and any authorised driver against legal claims from any other person for death, personal injury or damage to any other person’s property caused by use of the campervan on the road, on condition you report all such incidents to us immediately after they occur (and you are using the campervan within the terms and conditions of the Agreement and our insurance company).  In the event that any third party suffers death, personal injury or damage to property caused by use of the campervan which involves a breach by you or any authorised driver of any of the terms and conditions of this Agreement, and that of our insurance policy, you agree to reimburse us if we are obliged to compensate the insurers for any payment they make to any third party.  If an insurance claim is made, you are responsible for the standard excess of £500 (or an excess of a greater amount if you are notified before the rental period commences about any increased excess due). The excess is due in each and every incident and includes loss, damage or theft of / to the campervan, its equipment, fixtures and fittings or to third party property. The excess applies in respect of each claim.  You must report any accident, loss, damage or theft involving the campervan to us and the police immediately. You must not admit to any liability, release any party from liability, settle any claim or accept any disclaimer in the event of the accident.  You should complete the scene of accident form supplied by us at the time of the incident or as soon after as is practically possible. This form will prompt you for all the details we require for our insurance purposes, in addition take photos of the scene on your phone. Please do not move the vehicles before the police arrive, as long as keeping them in situ is a safe thing to do.  The insurance accident / incident form supplied by us must be completed and submitted when you return the campervan to our premises. In the event of theft, you must return the keys to us.  You agree to assist us and our insurers in any investigation or subsequent legal proceedings, providing evidence and attending court if necessary, arising out of any loss of or damage to the vehicle.  The Insurance cover does not apply to windscreens, windows, wheels, tyres, the underside of the campervan, the roof and the interior of the campervan, or where the campervan is driven off road or on unsurfaced roads or without due care and attention, negligently, recklessly or where the driver is under the influence of alcohol or other drugs. Your liability to pay the cost of the damage will therefore not be waived in these cases and you will be liable for the full cost.  The campervan must not be used for the carriage of dangerous goods or for the carriage of goods or passengers for hire and reward or any other form of profit or remuneration. You will not tow any trailer or vehicle, take part in any race, rally, test or contest and you will not put the campervan through a mechanised or automated carwash.  Our Classic VW campervans top speed is 55mph, this is a classic vehicle built in the 1970’s, and vehicle technology has changed a lot in 40 years. Sensible defensive driving should be employed at all times leaving space for braking and gear changing. Don’t let the campervan engine struggle or labour change down into a lower gear. Our Diesel engine campervans are to be driven within the legal limits of the road you are on. The same rules apply with respect to leaving space for braking and changing gear.  If there is mechanical damage or a breakdown caused by your own actions, you will be liable for the cost of repair or replacement parts, examples of this are:   * Overloading the campervan. * Exceeding the top speed. * Pushing the engine too hard. * Burning out the clutch. * Missfueling.   This list is not exhaustive. You must take all reasonable and practicable steps to properly and safely maintain the campervan including regular checks on gauges, engine oil, bulbs and tyre pressures - refilling or replacing as necessary.  You agree that the tyres on the campervan are in good condition and within legal limits, any damage or repairs whilst the campervan is in your possession is the responsibility of the hirer.  The campervan must be locked at all times when not in use.  It is advisable to take out travel insurance to cover you against any changes to your schedule or loss of your personal effects.  Breakdown and Recovery  The camper van is maintained and looked after to the highest standards, it comes with a full 24hr breakdown and roadside assistance cover. In the unlikely event of a breakdown you must move your passengers to a safe place, use the safety pack provided to ensure the safety of other road users and inform us immediately.  Any repairs costs must be authorised by us in advance of the work being carried out. A replacement campervan may be offered but this will be subject to availability  If the breakdown service cannot get you up and running again, our liability extends to a refund of your hire charges based on number of days you lost total use of the campervan. We reserve the rights to offer you an alternative date to complete your hire. The maximum refund given to the hirer is limited only to the monies paid for the hire period.  If the breakdown is a result of your actions or negligence you will be liable for all costs incurred and we will not refund you any unused days of hire.  You must not abandon the campervan at the roadside. You will be liable for any additional cost incurred in returning the campervan to our premises and any costs arising from loss or damage to the campervan whilst it is unattended.  Driver Licences  Drivers must be over 25 and under 75 and be in good health, they are required to have held a full UK or EU driving licence for at least 2 years.  Other licences may be acceptable but will need to be authorised by our insurer, please contact us for details.  Good Health means that you have no medical history or disabilities or are taking any medication that would impair your ability to drive a motor vehicle.  We will require a copy of driver licences and other identification information for all those who intend to drive at the time of booking. There must be no convictions on the licence except for up to 6 speeding points, of which we must have details.  Original licences for all named drivers (photocard and paper licence) must be brought with you so we can verify all information. We require 1 other form of identificationt proof of addresses for all named drivers on collection of the campervan. **Addresses must match across all forms of ID.**  **TABLE A – ALL DOCUMENTS MUST INCLUDE THE HIRER’S FULL NAME**   * Current UK Full Photocard Driving Licence and Convictions Verification Page from the DVLA   Database   * Current EU member state National ID Photocard and driving licence * Current firearms certificate or shotgun licence.Current UK Full Photocard Driving Licence * Current old style UK Driving Licence (no photo)   **TABLE B – ALL DOCUMENTS MUST INCLUDE THE HIRER’S NAME & CURRENT ADDRESS**   * A credit card statement, dated within the last 3 months * A notification letter from Benefits Agency/Local Authority confirming your right to benefits (Department for Works and Pensions, Jobcentre Plus, Benefits Agency or Veterans Agency), dated within the last 12 months * Bank, Building Society, Credit Union statement, dated within the last 3 months * Council Tax bill (valid for the current financial year) Current Tenancy Agreement, from a local council or a recognised letting agency HMRC document (PAYE Coding Notice/Tax * Notification/Self-Assessment/Statement of Account/NI contributions bill) issued in the last three months or valid for the current tax year - we can’t accept P45 or P60 forms * Mortgage statement from a recognised lender, dated within the last 12 months * Sky or cable TV bills, dated within the last 3 months * Telephone bill, dated within the last 3 months **- we can’t accept mobile phone bills** * Utility bill - gas, electricity or water, dated within the last 3 months   NB: Visitors from outside of the UK will need to confirm their temporary address here in the UK  **You will not be able to take the camper van away unless we see these documents, so please make sure you have everything with you. If, on arrival to collect your campervan, your licence is unacceptable due to endorsements, defacement or any other reason, you will be unable to hire the campervan and no monies will be refunded to you.**  Collection and Return  On the day of collection of the campervan allow at least one hour for an induction session. During this time we will explain the driving controls and take you through the safe operation of the hob, sink, fridge, pop top roof, camping gas and other accessories. All paperwork will be completed and you will also be talked through the instruction manual.  You and we will check the condition of the campervan at the start of the rental term and on return of the vehicle. You acknowledge receipt of the campervan, which appears, upon visual inspection, to be in good, clean condition and good working order on collection. It is your responsibility to check the campervan for existing damage, upon collection of the vehicle and to inform us of such before you leave our premises.  For a weekly hire period the campervan can be collected after 11am on Saturday and returned before the following Friday at 11am.  For a weekend hire period the campervan can be collected after 4pm on Friday and returned before the following Monday at 10am.  We will not refund the hire charge if the campervan is returned prior to the return date due to weather, personal circumstances or any other reason.  Health and Safety  You must follow the health and safety guidelines we inform you during the induction, this applies when operating the campervan and any equipment supplied by us.  You must only carry as many passengers as there are seat belts in the campervan; you are legally responsible for obtaining and using a child or baby seat.  If child or baby seats are supplied by us as an optional extra the fitting of these is the sole responsibility of you and we can accept no liability for defective seats or their incorrect fitting.  Release and Indemnity of Ochil Classic Campers.  Subject to our obligation to supply the hirer with a campervan, the hirer must release Ochil Classic Campers 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:  Loss or damage caused by breakdown, mechanical defect, accident or the camper van being unsuitable for the hirer’s purpose.  Loss or damage to any property left in the camper van or on Ochil Classic Campers premises or recovered or handled by Ochil Classic Campers.  Subject to any insurance arrangements agreed with Ochil Classic Campers, the hirer hereby indemnifies and shall keep indemnified Ochil Classic Campers, its employees and agents against any claims, demands or expenses (including legal costs) incurred or sustained by them or any of them by reason of the hirer’s use and / or possession of the vehicle.  Our Obligations  We will supply the campervan, any accessories and equipment to you in good operating condition, complete with all necessary documentation.  Other Information  We reserve the rights to terminate your booking without notification, and / or require you to return the campervan or vacate it immediately if you commit a breach of the Agreement or our health and safety instructions. In the event of you committing such a breach no refund of the fees you have paid will be refunded. You will be liable for any costs incurred in returning the campervan to our premises. Such breaches may invalidate your insurance and render you liable for all losses however sustained including claims by third parties.  We are only liable for any loss or damage suffered by you or any member of your party or to your or their property, where such loss or damage is due to our negligence.  We do not accept liability to customers acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, or other similar losses, for any reason whatsoever. To the extent permitted by law and except in the case of personal injury or death resulting from our negligence, the maximum limit of our liability to customers, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be the price agreed to be paid by you for the right to use the campervan for the period agreed.  Any data supplied by you are held under the terms of the Data Protection Act 1998, they will be used to facilitate insurance or booking purposes only, we will not pass this information on to any other 3rd party except those mentioned.  You and we agree that the Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of Scotland. We and you irrevocably agree that the Courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.  If you require any further information on the above please feel free to ask.  Your Acceptance of these terms and conditions  By paying a deposit or full balance you are accepting the full terms of conditions as laid out in this agreement.  I have read and understood all of the terms and conditions laid out in the Ochil Classic Campers Terms and Conditions (“Agreement”). I am the person responsible who has made the booking with Ochil Classic Campers and agree to be bound by this agreement.  Name  Signature  Date  Mileage Out  Mileage In |