



Terms and Conditions

Definitions of Terms and Conditions:

'I', 'me' and 'my' refers jointly and severally to the person or persons who are the customers.

'This Agreement' means the Rental Agreement, the Insurance Motor Rental Agreement and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other Motorhome Hire by Portnellan literature, the provisions of these Terms and Conditions apply.

'Motorhome Hire by Portnellan' means Motorhome Hire by Portnellan, Portnellan, Glen Dochart, Crianlarich, FK20 8QS

'Customer' means the person or persons nominated as the hirer under the heading 'Rental Details' on the Insurance Motor Rental Agreement and any person whose credit card is presented in payment of the customer's charges.

'Living Equipment' - Includes but is not limited to DVD player, CD player, crockery, cutlery, cooking utensils, pillows, sheets and towels.

'Rental Period' and 'Hire Period' mean the hire period referred to under the heading 'Booking Details' on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control

'Vehicle' means the vehicle described under the heading 'Vehicle Details' on the Rental Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the Vehicle and any replacement or substitute Vehicle which may be provided at the discretion of Motorhome Hire by Portnellan

'Security Deposit' means the Vehicle security deposit detailed under the heading 'Vehicle Security Deposit' in the Insurance Motor Rental Agreement.



2.) Delivery and Return of the Vehicle

Pick up times are between 2.00PM. – 5.00PM and return time between 9.00AM and 11.00AM.

I acknowledge having received the Vehicle in a clean condition and in sound working order in accordance with the Departure Checklist and with a full fuel tank and two full gas bottles.

I will return the vehicle in a clean condition with a full fuel tank, on the return date and time set out under the heading 'Check in' in the Rental Agreement.

I acknowledge that Motorhome Hire by Portnellan will not refund to me any monies, nor have any obligation to provide a replacement vehicle, if the Vehicle is returned or I cease to have the use of the Vehicle prior to the return date for any reason e.g. Accident, weather or theft.

3.) Rental and Other Charges

I will pay Motorhome Hire by Portnellan:

All rental charges.

The security deposit.

The nominated cleaning fee of £50.00 if the Vehicle is not returned with the interior in a clean condition.

The nominated additional fee of £50.00 if the toilet and waste water tank are not emptied prior to the return of the Vehicle.

The nominated cancellation fee in the event of cancellation of this agreement prior to acceptance of delivery of the vehicle.

The nominated fee of £10 plus actual cost of fuel required to fill fuel tank if vehicle is returned with less than a full tank of fuel.

The cost of any damage to the Vehicle or the property of any third party subject to the insurance or Collision Damage Waiver cover if applicable.

All government fees and duties etc.

All parking fines, other fines or penalties, and/or accidents including third party property damage not reported on return of the Vehicle; and associated administration costs incurred in relation to the Vehicle during the Rental Period.

Any other fees or charges payable by me pursuant to this Agreement. This includes

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any costs incurred by Motorhome Hire by Portnellan as a result of any breach by me of the terms of this Agreement.

The daily rental rate for the period the Vehicle is off fleet for accident repairs (demurrage).

The cost to recover a Vehicle which has become bogged.

4.) Errors in Rental Charges

Total charges as set out therein are not final. I will pay any shortfall in charges to Motorhome Hire by Portnellan and I will receive a refund for any overcharge acknowledged by Motorhome Hire by Portnellan.

5.) Payment of Charges Joint and Several Liability

All charges and expenses payable by me under this Agreement are due on demand by Motorhome Hire by Portnellan. If I do not pay all charges when due, I agree to pay a late charge of 1.5% per month on the outstanding balance and any collection costs incurred by Motorhome Hire by Portnellan, including reasonable legal fees. When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this Agreement.

6.) Payment

Motorhome Hire by Portnellan will accept payment by credit cards approved by Motorhome Hire by Portnellan subject to a 2.5% additional charge. Debit cards and cheques are subject to a £1.00 charge. Bank transfers are FREE but please call Cameron on our main number for details before booking.

When payment is paid by credit card, I agree that; Motorhome Hire by Portnellan is irrevocably authorised to complete any documentation and to take any other action to recover from my credit card issuer all amounts due by me pursuant to this Agreement, including but not limited to, any amounts due in respect to damage to the Vehicle or to property of a third party and all other additional charges as they are incurred (including all parking and traffic infringement penalties, road toll fines, city congestion charges, and associated administration costs);

I will not dispute my liability to Motorhome Hire by Portnellan for any amount due under this agreement and I shall indemnify and keep indemnified Motorhome Hire by Portnellan against any loss incurred (including legal costs) by reason of notifying my

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credit card issuer of such dispute.

Motorhome Hire by Portnellan may process the credit card voucher; in the event that Motorhome Hire by Portnellan elects to accept payment of the Security Deposit by holding an open security payment which will be cancelled at the completion of the Rental Period, I agree that Motorhome Hire by Portnellan is entitled to recover payment from my credit card issuer pursuant to paragraph (1) in respect of any amounts due which were not known at the time of cancelling the open security payment.

I acknowledge that all transactions under this agreement are conducted in Pounds Sterling. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against my credit card and the amount refunded within 7 days after the expiration of the rental period. I release Motorhome Hire by Portnellan from any liability for such variation.

7.) My Warranties

I warrant that all information supplied by me to by Motorhome Hire by Portnellan in connection with this agreement is true.

8.) Vehicle Damage - Insurance Cover

I am aware that;

The Vehicle is insured for damage to the Vehicle and the property of a third party; I will have to pay an excess for any damage. The insurance excess is £1,000.00, this amount will be taken as a deposit at the beginning of the rental and is fully refundable providing the vehicle and contents are returned undamaged.

I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this Agreement.

9.) Security Deposit

On taking delivery of the Vehicle, I agree to pay the Security Deposit of £1000.

I irrevocably authorise Motorhome Hire by Portnellan to deduct from the Security Deposit any amounts due by me to Motorhome Hire by Portnellan arising out of this Agreement.

The security deposit will be refunded within 7-10 working days of the vehicle being returned to the correct location, undamaged, with a clean interior with a full fuel

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tank. We reserve the right to retain a £50.00 soiling fee if the motorhome is not returned with the interior in a clean condition. The toilet and waste water tank must be emptied prior to the return of the vehicle or an additional £50.00 soiling fee will be retained.

10.) Hirer Drive Endorsement

Notwithstanding anything contained hereinto the contrary it is hereby understood and agreed that this insurance covers the insured vehicle whilst let out on hire, subject to the following conditions:-

- 1) The insured shall verify the identity and permanent address of the Hirer and any other permitted driver by means other than solely on the information contained in the Hirer's or driver's driving licence and that such person is not amongst the excluded persons enumerated below.
- 2) The insured vehicle shall not be let out on hire to be driven by:-
 - a. Hirers under 25 or over 70 years of age unless otherwise agreed by the Insurer
 - b. Hirers aged 25 or over unless a full driving licence valid in the United Kingdom has been held for 3 years
 - c. Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving licence endorsed or suspended or penalty points enclosed. Parking and not more than two speeding offences in the past 3 years may be ignored. "Spent" convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded
 - e. Persons who have any mental or physical defect or infirmity or suffers from fits, diabetes or any heart complaint
 - f. Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of their of claims experience and/or have had their insurance or cover cancelled by any Motor Insurer
 - g. Persons engaged wholly or partly in professional entertainment or professional sports persons
 - h. Jockeys or persons connected with racing of any sort
 - i. Undergraduates and/or students under 25 years of age
 - j. Persons who, whilst driving, have been involved in more than one accident in the past 3 years
 - k. Foreign Service Personnel other than persons born in the United Kingdom
- 3) The insured vehicle shall be driven only by the Hirer or other permitted driver who

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has signed a Hirer's Proposal Form immediately prior to any hiring

4) The Insurer's form of proposal for Hirer Drive insurance or as otherwise may be specifically agreed shall be completed and signed by each Hirer or other permitted driver in all respects. In addition to the usual declaration and warranty contained in the proposal, the following declaration shall appear on the proposal namely:- "I further agree to be bound by the terms and conditions of the insurance which I have seen and read or have had the opportunity to see and read"

5) The Insured shall be considered as being the agent for the Hirer or other permitted driver for all purposes in connection with this insurance but under no circumstances shall the insured be considered as an agent for the Insurers

6) The insured vehicle shall not be used for the carriage of goods of an explosive, dangerous or hazardous nature or for the carriage of goods or passengers for hire or reward or any other form of profit or remuneration

7) Any return premium or cancellation of this insurance or following any other amendment to this insurance will be allowed only at the discretion of the insurer. Subject otherwise to the terms and conditions of this insurance.

13.) Pets & smoking

I will not allow smoking or pets of any kind in the vehicle.

14.) Passengers

Motorhome Hire by Portnellan authorises the use of these vehicles up to the stated number of passengers. Each person to use the safety restraints provided at all times whilst vehicle is in motion.

15.) Maintenance

I shall take all reasonable steps to properly maintain the Vehicle, including oil checks, water and batteries.

I acknowledge that Motorhome Hire by Portnellan will reimburse me for expenditure up to £50.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle (not including the water system, refrigerator, heating, audio and DVD equipment) Provided That: I produce relevant receipts; and I have received the prior consent of Motorhome Hire by Portnellan;

The damage is not due to my fault or my breach of this Agreement.

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Subject to the terms of this agreement, I will pay for the cost of repairing or replacing tyres damaged during the Rental Period (not including punctures) PROVIDED THAT Motorhome Hire by Portnellan will reimburse me for expenditure reasonably incurred if;

I produce relevant receipts; The tyre is defective and is returned by me to Motorhome Hire by Portnellan for inspection; and

The manufacturer accepts liability under his warranty. I will be liable for any costs associated with the incorrect use of fuel (fuel being diesel or petrol).

16.) Responsibility when accident occurs

In the event of any accident, loss or damage arising out of the use of the vehicle, I will notify Motorhome Hire by Portnellan within 24 hours of the happening of the event.

Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;

Complete a European accident report form as supplied;

Not make any admission of liability to other parties, settlement offer or other like offer;

Assist Motorhome Hire by Portnellan in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.

I acknowledge that the excess or other amount due by me in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period.

I will pay for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault.

17.) Terminating the Agreement

I acknowledge that Motorhome Hire by Portnellan may terminate this Agreement and repossess the Vehicle at any time, without notification to me, and that I will pay the reasonable costs of repossessing the Vehicle, including towing charges if;

I am in breach of any term of this Agreement;

I have obtained the Vehicle through fraud or misrepresentation;

The Vehicle appears to be abandoned;

The Vehicle is not returned on the agreed return date or Motorhome Hire by Portnellan reasonably believes that the Vehicle will not be returned on the agreed

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return date;

Motorhome Hire by Portnellan considers on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered. I understand that in the event of such termination or repossession, I have no right to a refund of any part of the rental charges or the Security Deposit.

18.) Change of Vehicle

Motorhome Hire by Portnellan reserves the right, at its absolute discretion, to substitute a comparable or superior Vehicle for the Vehicle. In that event, I shall not be liable for any increased rental or other charges save for any addition running costs pertaining to the substitute vehicle. Such substitution shall not entitle me to any refund and does not constitute a breach of this Agreement.

19.) Release and Indemnity of Motorhome Hire by Portnellan

Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I release Motorhome Hire by Portnellan, its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this Agreement, including but not limited to:

Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose;

Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any Motorhome Hire by Portnellan premises or recovered or handled by Motorhome Hire by Portnellan. Subject to any insurance arrangements agreed with Motorhome Hire by Portnellan, I hereby indemnify and shall keep indemnified Motorhome Hire by Portnellan, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the Vehicle.

20.) Title to Vehicle

I acknowledge that Motorhome Hire by Portnellan retains title to the Vehicle and that I possess the goods as a mere bailee only. I do not have any right to pledge Motorhome Hire by Portnellan credit in connection with the Vehicle and agree not to do so. I shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge,

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mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

21.) Changes

Any changes to this agreement must be in writing and must be signed on behalf of Motorhome Hire by Portnellan and by me.

22.) Entire Agreement

This agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement. Motorhome Hire by Portnellan reserves the right to add or amend any terms and conditions without prior notice.

Motorhome Hire by Portnellan reserve the right to adjust hire rates at any time. Quotes will be valid for two weeks unless a holding deposit is paid. The price will then be fixed at the agreed rate as detailed on your confirmation of booking and invoice.

Motorhome Hire by Portnellan reserves the right to refuse to hire to any person without stating a reason.

If the Hirer is in breach of any of the above terms and conditions shall, upon the demand of Motorhome Hire by Portnellan, return the vehicle and it's contents immediately. The Hirer will pay Motorhome Hire by Portnellan on demand any loss that Motorhome Hire by Portnellan may suffer as a consequence of breach.

23.) Proper Law

This agreement shall be governed by the law of Scotland in which this agreement was signed.

I further agree to be bound by the terms and conditions of the insurance which I have seen and read or have had the opportunity to see and read

MOTORHOME HIRE
BY  **Portnellan**

Signature.....

Date.....

Print Name.....

Signature on behalf of Motorhome Hire by Portnellan

.....

Date.....

Please post or email direct to Cameron

***Motorhome Hire by Portnellan, Glen Dochart, Crianlarich, Perthshire, FK20 8QS
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