



### Terms and Conditions

The Ailean Chraggan Hotel Campervan Rental is also known as the “Ailean Chraggan” or “the company” throughout this document.

#### **Booking:**

At the time of booking a deposit of £250 is required. In the event of cancellation this deposit is non-refundable. Payment of the deposit constitutes an acceptance of these terms and conditions. A booking confirmation and invoice will be sent to the hirer reflecting balances paid and remaining balance due along with date balance of the hire is due.

The insurance security deposit will be pre-authorized on the provided credit or debit card 1 week prior to the start of the hire. If this amount cannot be pre-authorized an alternative card must be provided which can have the security deposit amount pre-authorized 72 hours prior to the hire start date.

The final balance of the reservation price must be paid 21 days prior to hire start date. This payment will be taken from the card provided at the time of reservation unless an alternative payment method is offered by hirers.

#### **Insurance:**

Included in the price of the hire is full comprehensive insurance covering the campervan only. Any personal items owned by the hirer are not covered by the campervan insurance. The insurance is only valid for the named drivers for the period of hire. The period of hire is from the collection date and time to the specified return date and time. Any late returns or driving of the campervan by non-named drivers would invalidate the insurance and constitute a traffic offence under the Road Traffic Act in which the driver may be liable for prosecution. The hirer and any driver will also be personally liable for any damages to the campervan, any personal injuries, third party property damage or injuries, and other related liabilities after the insurance expiry date and time.

It is each named driver's responsibility to provide full information on any driving convictions or health restrictions. Please note there may be insurance surcharges dependent on any of the above being applicable. Any additional insurance charges incurred due to any named drivers' convictions or previous accident claims will be passed on to the customer. Please also note that the insurance policy will be invalidated if the hirer or any driver misrepresents or withholds driving convictions or health restriction information. Should an insurance

policy become invalidated for any reason Ailean Chraggan Hotel will hold the main hirer responsible for all fines, losses, damages, and other costs.

An insurance security deposit of £1000 will be pre-authorized on the specified credit or debit card provided by the main hirer 1 week prior to the start of the hire period. This deposit is held against all damage to the campervan. The pre-authorized security deposit will be released by the Ailean Chraggan within 1 week of the end of the hire period providing the campervan is returned under the following conditions:

- Undamaged
- Interior cleaned
- Waste tank and toilet emptied
- Diesel Tank refilled
- With all tools, tyres, equipment, and accessories in the same condition as the start of the hire period
- The campervan was returned to the Ailean Chraggan hotel at the date and time specified on the rental agreement

#### **Cancellations:**

All cancellations must be submitted in writing, we strongly advise that hirers take out their own insurance to cover against any unavoidable cancellation.

The following fees apply in the event of cancellation prior to the hire date:

- More than six weeks before hire start – loss of deposit
- Between five and six weeks before hire start – 30% of total hire charge
- Between three and five weeks before hire start – 50% of total hire charge
- Three weeks or less before hire start – 100% of total hire charge

#### **Drivers:**

All drivers named on the rental agreement must have held a full driving licence for a minimum of 3 years and must be aged between 25 and 70 for insurance purposes.

All named drivers must be present at the time of collection of the campervan and produce a photo driving licence along with a valid passport. Two forms of proof of address should also be emailed prior to the hire or brought with you for collection of the campervan.

Documents that we accept as primary proof of address are:

- Electricity, Water, Gas Bill
- Telephone or Broadband internet bill
- Council Tax
- TV licence
- Bank Statement or Credit card statement
- HMRC self-assessment/ tax credit

Documents accepted as a secondary proof of address are:

- Student Loan
- Shotgun licence
- Payslip
- Mobile phone bill
- Pension letter
- Car Finance or Loan Statement

**Both documents must be dated within 90 days of the hire period**

All customers must provide a licence check code from the DVLA which will be checked by the Ailean Chraggan Hotel. Unfortunately, we cannot currently accept bookings from guests with an international driving licence.

Licence offences must meet the driver eligibility of the insurance company. Only named drivers that have met the eligibility criteria of the insurance company will be permitted to drive the campervan.

The hirer/named drivers will be liable for all costs and expenses incurred for speeding, parking fines, or congestion charges. This includes any other offences committed against the Road Traffic Act or traffic regulations and indemnifies the Ailean Chraggan Campervan Rental from any liability.

**Fuel, Gas and Daily Motorhome Maintenance:**

Diesel for the campervan is at the hirers own expense. The campervan will be provided with a full tank of fuel when it is collected. The campervan must be returned with a full tank of fuel. If the campervan is not returned with a full tank of diesel a charge for the fuel required to fill the tank along with a surcharge of £50 will be deducted from the security deposit.

The full cost of repairing damage to the engine will be charged to the hirer should the incorrect fuel be used to fill the fuel tank.

Two Calor lite gas cylinders are supplied with the campervan, this should provide you with plenty of gas for cooking and occasional off grid use for heating and hot water.

**Breakdowns and Accidents:**

Seatbelts must be worn by all passengers; this is the hirers responsibility.

The Ailean Chraggan Campervan Rental will not be responsible for any third-party damages or claims in connection with or as a consequence to any accident or breakdown.

Should an accident or breakdown occur, the Ailean Chraggan Campervan Rental will not be held responsible for any hotel stays, a replacement vehicle or any connected consequential expenses. Great effort is made to ensure the campervan is in a roadworthy and safe condition before the commencement of the hire. The Ailean Chraggan Campervan Rental shall not be liable for any consequences arising from any defects or mechanical failure of the campervan although all reasonable precautions have been taken to prevent such happenings.

**Breakdown specifics:**

24-hour breakdown cover is provided by Sterling Insurance Recovery services. Their number is 0800 032 5516, this number can be found in the Campervan Information Folder provided. The hirer must contact the Ailean Chraggan Campervan Rental for any repairs or replacement parts.

**Accidents:**

Should the campervan be involved in an accident, however small, the full details must be filled out on an accident report form. Copies of this form can be found in the Campervan Information Folder. A diagram should be drawn of the circumstances of the accident, there is space on the form for this purpose.

Hirer participates as an insured under a comprehensive campervan insurance policy. Hirer agrees further to protect the interest of Ailean Chraggan Campervan Rental and the insurance company in the event of an accident during the hire term by:

- Notifying the police immediately if there is property damaged, if people were injured, and to determine fault for insurance purposes.
- Not admitting guilt or liability
- Obtain names and addresses of parties involved and witnesses
- Not leaving the campervan without adequate safeguarding provisions and securing the vehicle
- Notifying the Ailean Chraggan Campervan Rental immediately of any loss or damage to the campervan, and of any fault. Please advise if the campervan is not roadworthy or is liable to cause danger to any person or property.

The campervan should not be used until damage has been repaired, corrected and fault determined.

**Pets:** We currently do not accept pets in the campervan.

**Smoking:** Smoking is strictly prohibited inside of the campervan, even with the doors and windows open. If evidence is found of smoking within the campervan there will be a charge of £500 deducted from the security deposit.

**Campervan use:**

The campervan shall not be used:

- For hire for reward
- Knowingly for any illegal purpose
- To propel or tow another vehicle
- For racing, pace making, reliability trials, speed testing or driver tuition
- To carry more than two passengers
- By any person who has given a fictitious or false name
- By any person other than the hirer who signed the rental agreement or who has been named as a driver and approved by the Ailean Chraggan Campervan Rental
- By any person who is under the influence of alcohol or drugs

- For travel to any festivals or sporting events
- On any unsealed roads or unauthorised roads, in forbidden or restricted areas or on beaches or in salt water.
- Outside Scotland, England, or Wales.

The hirer is required to keep the campervan under their control throughout the hire period. The campervan must be always locked when unattended.

The keys for the campervan must be always kept safe. All costs to replace keys will be the responsibility of the hirer. Duplication of the campervan keys is expressly prohibited.

### **Collection and Return:**

The collection of the campervan is between 3pm and 5pm, and the campervan should be returned between 8:30am and 10:30am on the agreed hire return date. Failure to comply with the return time will result in the hirer being charged an additional £100 per hour, or part thereof, for the first 3 hours and the balance of the security deposit thereafter, together with any additional costs incurred by the company.

There is no refund for early return of the campervan.

The hirer acknowledges delivery of the campervan and contents free from any defect or damage and complete other than as specified by the Company. The hirer is advised to check over the campervan thoroughly before leaving the Ailean Chraggan premises. Upon return the condition of the campervan will be checked for damage, cleanliness, fuel levels, tyres, any conditions that affect the security insurance deposit and other general conditions. The security deposit will be released within 7 working days after the end of the hire period provided the campervan is returned to us in a satisfactory condition and at the location, date and time agreed. Satisfactory condition includes clean, undamaged, with all tools, equipment, and accessories in the same condition as when collected and the campervan having been operated in a reasonable manner (see Campervan use section).

**Please Note:** The campervan must be returned with a full tank of fuel. The hirer is liable for all overhead damage to the vehicle resulting from any accident. The maximum height and length of the campervan is detailed in the Campervan Information Folder. All incidents relating to tyres including punctures are the hirers responsibility. Responsibility for damage to the load in the campervan while it is out on hire lies with the hirer/driver. Personal possessions are not covered.

The Chraggs Campervan Rental shall not be liable for loss or damage to any property left, stored, or transported by the hirer or any other person in the campervan either before, during or after the hire period. The hirer agrees to hold the Chraggs Campervan Rental harmless from and indemnify The Ailean Chraggan Hotel/Chraggs Campervan Rental against all claims based upon or arising out of such loss or damage. Hirers are strongly advised to take out holiday insurance.

In the event that claims including damage, repair and replacement exceed the level of security deposit paid, you will be charged any additional sum to cover this excess and that sum will be due immediately at the end of the hire.

**Weather Conditions** Chraggs Campervan Rental cannot be held responsible in the event of damage or inconvenience caused by inclement weather.

**Customer Vehicles Stored at own risk** Parking is provided free of charge to the hirer for the duration of the hire period at the vehicle owner's risk.

**Availability** All effort is made to ensure that the campervan is available for hire from the collection time. If circumstances beyond our control prevent Chraggs Campervan Rental from honouring a reservation the company will in no way be held responsible and all payments made to Chraggs Campervan Rental will be refunded.

**Changes in Terms and Conditions** We reserve the right to alter the rates and conditions at any time. We also reserve the right to refuse or cancel a hire to any person without warning or explanation. Additions to or alterations of the terms of this agreement shall be null and void unless agreed upon in writing by all concerned parties.

### **Ending the agreement**

We will end this agreement immediately and repossess the vehicle if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We will also end this agreement and repossess the vehicle if you do not meet any of the conditions of this agreement or have obtained the vehicle through fraud or misrepresentation, or the vehicle appears to be abandoned. If you are a company, we will also end this agreement immediately and repossess the vehicle if you go into liquidation or call a meeting of creditors. If we end this agreement, it will not affect our right to receive any money we are owed under the conditions of this agreement.

### **Governing Law:**

This agreement is covered by the laws of Scotland. Any dispute may be settled in the courts of that country.