

Terms & Conditions of Hire for Loch Ness Motorhomes

1. **Loch Ness Motorhomes** is a trading name of **Beauly Holiday Park Ltd**
2. **Rental and Other Charges:** The full balance is due at the time of booking. £270 of this balance is a non-refundable deposit. In the event of the hirer having to cancel the full deposit will be forfeited. Cancellations within 8 weeks of the hire be charged at:
 1. 6-8 weeks 40%
 2. 4-6 weeks 60%
 3. 2-4 weeks 80%
 4. 0-2 weeks 100%

Should Loch Ness Motorhomes be able to re-let a cancelled booking, then a partial refund will be issued as deemed appropriate by Loch Ness Motorhomes, on a case by case basis, considering all costs incurred, and losses from last minute booking discounts.

3. **Methods of payment and charges:** Credit and debit card payments are accepted by Loch Ness Motorhomes. All charges incurred for any International transfer of funds will be met by the hirer. Loch Ness Motorhomes does not accept payment by cash or cheque.
4. **Late Payment:** In the event that the hirer fails to make any due payments when, Loch Ness Motorhomes reserves the right to cancel the booking. In this event the full deposit will be forfeited.
5. **Identification:** All hirers and drivers will be required to produce the following 3 original documents prior to hire:
 - a. Recent domestic bill (not older than 3 months)
 - b. Driving Licence
 - c. Photographic ID (Preferably a Passport)

UK license holders must provide a DVLA check number which is valid on the first day of hire. Any failure to provide these documents / details (or if there are any doubts regarding the identification or qualification to drive of the hirer / drivers whatsoever) then the hire will be refused and any deposits / payments made will be forfeited. If criminality is suspected then the police will be informed.

6. **Loss of vehicle prior to Hire Period:** Should Loch Ness Motorhomes cease to have the use of the 'hired vehicle' due to; an accident, damage, break down, theft, or any other similar incident; then Loch Ness Motorhomes reserves the right, at their absolute discretion, to substitute a comparable or superior vehicle for the 'Hired Vehicle', or make reasonable enquiries to provide an alternative holiday of similar or higher value. If this is not possible, Loch Ness Motorhomes will refund the hirer all monies and will have no obligation to provide a replacement vehicle. We regret that Loch Ness Motorhomes cannot accept responsibility or pay any compensation or expenses where we have not been able to provide a suitable vehicle for reasons beyond their control.
7. **Enforced movement restrictions:** In the event that the hire cannot be fulfilled to do circumstances which are beyond the control of "both" Loch Ness Motorhomes and the hirer, such as; restrictions or potential restrictions due to local weather conditions (including forecasted), a government ordered restriction of movement (including lock downs) or similar unforeseeable or unscheduled circumstances. Then the hire will be rescheduled to another mutually agreeable date in the same price band.

8. **Areas and Restrictions of use:** The vehicle may only be used in Scotland and must only be driven on sealed roads or on tracks leading to officially recognised campsites - all other unsurfaced tracks must be agreed upon with Loch Ness Motorhomes prior to driving. Overnight parking other than on officially recognised campsites is permitted providing that the hirer adheres to the Road Traffic Act Scotland, and the Countryside code. Loch Ness Motorhomes reserves the right at any time, and at their sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause. Loch Ness Motorhomes does not allow vehicles to be used in connection with mountain biking events or large events or music festivals such as T in the park or Belladrum. Use at small events / music festivals may be permitted with prior written consent from Loch Ness Motorhomes.
9. **Vehicle hire insurance cover:** The vehicle has fully comprehensive insurance cover for all drivers approved by Loch Ness Motorhomes and named on the 'temporary authorisation to drive' form. In the event of a claim, the hirer will have to pay the insurance excess that is the amount held as a security deposit (as noted in security deposit section) for every individual event or claim. However, this is subject to the hirer complying with the terms and conditions contained in this agreement, otherwise the hirer will be responsible for the full cost to repair any damage caused during the period of hire of the vehicle. Please note; damage caused by carelessness or misuse is not covered by insurance.
10. **Travel insurance:** It is strongly advised that all hirers and all passengers obtain sufficient and fully adequate travel insurance that will provide complete protection for the hirer and all passengers. Loch Ness Motorhomes also advises all hirers to obtain a separate 'hire car insurance policy' which has a suitable motorhome clause to cover the excess in the event of a chargeable incident.
11. **Pets:** Up to 2 pets are permitted with written permission from Loch Ness Motorhomes and are charged at the rate advertised on the website. The hirer must bring pet-blankets and ensure that their pet(s) do not lie on the bedding or seating. Pets **must not** be left unattended in the motorhome at any time. Hirers are asked to keep their dogs under control when at campsites, near farmland with sheep or other livestock, and to comply with the countryside code at all times.
12. **Conditions of bike hire**
- Supplied with the bike will be a suitable helmet which must be worn at all times.
 - A high visibility vest will be provided which must be worn whenever the bike is used on the public highway or in any other place where vehicles may be encountered.
 - During the hours of darkness lights must be used at all times.
 - The hired bike should only be used by the user who has been allocated that bike.
 - The hired bike must only be used on the public highway, bike lanes, or paths with a prepared surface suitable for bikes.
 - The bike must not be used in such a way which could be reasonably deemed as "mountain biking".
 - The hirer must not attempt any repairs with the exception of punctures.
 - The hirer must not make any modifications to the bike or fit any accessories without the permission of Loch Ness Motorhomes.
13. **Hirer's personal vehicles:** The hirer accepts that cars parked at Beaulay Holiday Park for the duration of the hire period are parked entirely at the hirer's risk and Beaulay Holiday Park LTD will not be liable for any damage, acts of vandalism, or theft.
14. **Security deposit:** At the time of handover, the hirer will complete and sign the 'Notification of hired vehicle' forms. By signing these forms the hirer fully agrees to the terms and conditions set out in this document. Loch Ness Motorhomes, will be authorised to deduct the sum of £1250 as a 'Security Deposit' from the hirer's debit or credit card for either the full duration of the hire period of the vehicle, or in the event of damage, until the vehicle is repaired to a condition that is satisfactory to Loch Ness Motorhomes (without any unreasonable time limits being imposed). For hires where Loch Ness Motorhomes believe that the vehicle may be at additional risk, then the security deposit will be increased to £2,000.

15. **Drivers:** All drivers of vehicles on hire from Loch Ness Motorhomes must:
- a. Agree to all of the terms and conditions contained in this document.
 - b. No person shall drive or be in control of the hired vehicle unless they are authorised by Loch Ness Motorhomes.
 - c. Hirer and any Driver: All drivers must have held a full UK/EU driving licence for at least 3 years in respect of a motor vehicle up to 3500kg with manual transmission.
 - d. Non-EU licenses can be accepted subject to prior approval from our insurers.
 - e. **Driver's requirements:**
 - i. Age limits are 28 to 70 years.
 - ii. Provide details of all driving licences prior to start of hire, along with DVLA check codes for UK licenses which are valid on the first day of hire.
 - iii. Details of non-EU licences should be provided at the earliest opportunity.
 - iv. Drivers are personally liable for any contravention of traffic offences and legal penalties imposed due to their driving behaviour (e.g. parking tickets, speeding or traffic light fines, or any other contravention) during the period of hire. Any penalty, follow up enquiry, or enforcement procedure applied to any contraventions, will be the responsibility of the driver or hirer, whoever is applicable under the offence contravened.
 - f. The following persons will require prior approval from our insurers before being permitted to drive the vehicle:
 - i. Persons with a physical impairment such as: sight, hearing, heart, any diabetic or epileptic condition, or any other condition which may cause black outs or a loss of control.
 - ii. Persons who have had to make a health-related notification to the DVLA.
 - iii. Persons with more than 3 penalty points or more than 2 speeding offences in the past 3 years.
 - iv. Jockeys, professional performers or persons employed in the entertainment industry in any way.
 - v. Foreign Service personnel other than persons born in the United Kingdom.
 - vi. Drivers who have had more than 1 'at fault' accident in the past 3 years.
 - g. **The Hirer** and all drivers must have resided in the UK or EIRE for more than 3 years, unless the hirer or driver is a temporary visitor to the UK for social domestic and pleasure purposes. The hirer and any driver must never have had their vehicle insurance declined or renewal refused, or any special terms imposed or had his or her policy cancelled by any insurer.
 - h. **Additional drivers:** A maximum of 3 additional drivers are permitted. The hirer is responsible for ensuring all drivers comply with all of the conditions in this agreement.
16. **Delivery and return of the vehicle:** The vehicle will be made available in a clean condition and in sound and safe working order and with a full tank of fuel. Any existing damage to the vehicle will be recorded on the 'Notification of the Hired Vehicle' documents and will be signed by both the hirer and a representative of Loch Ness Motorhomes. This will constitute a full agreement of any damage to the vehicle prior to the period of hire. The vehicle should be returned on the agreed date and time with a full tank of fuel and in a clean condition with an empty toilet cassette; otherwise the hirer will be subject to any penalties (detailed in the penalties section of this document).
17. **Vehicle maintenance (Hirer):** The hirer will make the daily / pre driving vehicle checks as stipulated at the time of handover by Loch Ness Motorhomes. In the event that hirer finds a defect, they **must** contact Loch Ness Motorhomes before attempting or authorising any repairs. Loch Ness Motorhomes **will not** make any reimbursements in the event of unauthorised repairs.

18. **Safety and security of vehicle:** The hirer is responsible for the security and safety of the vehicle for the duration of the hire and must:
- Not leave any valuables in a position where they are visible from outside the vehicle.
 - Not leave doors unlocked or windows open when the vehicle is unattended.
 - Apply the provided 'stop lock' to the steering wheel whenever the vehicle is unattended.
 - Keep all external storage compartments locked.
 - Not park in known high crime areas, even when occupied.
 - Not leave the key in the ignition or in a place where they may be easily found or stolen. Should the vehicle be stolen with the use of the ignition key, this may invalidate the insurance and the hirer will be liable for the entire replacement cost of the vehicle.
 - Not park or drive in exposed areas during periods of adverse weather.
 - Assist Loch Ness Motorhomes and their insurance company in handling any claim arising from any event, including providing all relevant information and attending court to give evidence.
19. **Responsibility:** The hirer is fully responsible for the hired vehicle; for all damage caused to it during the rental period (regardless of cause or blame); for all contraventions of the laws of the countries that the hirer is driving in or through. The hirer will be responsible for all penalties applied by any UK or any foreign authority that applies to the hired vehicle. The hirer absolves Loch Ness Motorhomes of all and any responsibility for any such penalty/fine/charge/conviction, during the period of hire. The hirer must ensure the keys are kept secure at all times. Should the vehicle be stolen with the ignition key then the hirer may be liable for the entire replacement cost of the vehicle.
20. **Damage to the hired vehicle:** Any damage to the interior or exterior of the vehicle, regardless of cause or blame, is the responsibility of the hirer as well as any loss of any items supplied with the vehicle during its period of hire. The hirer may also be liable for any losses incurred by damage rendering the vehicle unusable. It is the hirer's responsibility to report any damage (above an estimate of £50) to Loch Ness Motorhomes immediately. Failure to do so may invalidate the insurance and render the hirer liable for the full repair costs of all damage caused during the hire period. Each separate event causing damage or loss of items from the vehicle will be treated as a completely separate event. The vehicle is inspected at the end of hire, however as some damage may be concealed and may not become apparent until the vehicle has been through post hire processing, in which case the hirer may be liable for damage found up to 24hrs after the vehicle has been returned. For all damage photographs will be taken and sent to the hirer. Hirers **must not** attempt any repairs, no matter how minor, without the prior consent of Loch Ness Motorhomes.
21. **Height restrictions:** All damage caused by striking overhead obstacles (bridges, height barriers, branches etc) are the full and sole responsibility of the hirer. The hirer may be liable for the entire cost of repairs. **This may not be covered by insurance.**
22. **Tyre damage:** Any damage to any tyres fitted to the vehicle during its period of hire will be the full responsibility of the hirer and will be repaired to a legal and safe condition or replaced at the hirer's expense. In the event that a replacement tyre is required it **must be** the same make and model as the remaining tyres fitted to the vehicle. In the event that an exact match is not available then the replacement must be approved by Loch Ness Motorhomes before fitting. **This is not covered by insurance.**
23. **Window damage:** Any damage to the windscreen or any other window during the period of hire will be the full responsibility of the hirer and will be repaired to a legal and safe condition or replaced at the hirer's expense with the exception of minor stone chips (normally under 12mm in diameter) which may be covered by insurance if repairable.

24. **Reversing damage:** The hirer must not allow the vehicle to be reversed or manoeuvred without external guidance and may be responsible for the full cost of all damage caused when reversing. **This may not be covered by insurance.**
25. **Responsibility of hirer to report circumstances to Loch Ness Motorhomes:** In the event of any accident, loss or damage arising to the hired vehicle or provided equipment, the hirer will:
- Notify Loch Ness Motorhomes of the circumstances of the event as soon as reasonably practical.
 - Take photographs of the damage from multiple angles and including any other vehicles obstacles involved.
 - In the event of a road traffic accident or any reportable event or accident, obtain the names and addresses of any third parties and all witnesses and report the event to the nearest police station if applicable.
 - Record and retain the unique reference number of a Crime Report (UK) if / or when supplied, and in any event record the police unique reference number of the incident.
 - The hirer / driver will not make any admission of liability to other parties, settlement or other like offer.
26. **Misuse of the vehicle:** During the rental period, the hirer will not allow the vehicle to be;
- Driven otherwise than in a cautious, prudent and normal manner.
 - Driven at excessive speed.
 - Reversed or manoeuvred without external guidance.
 - Used in a manner that could cause damage.
 - Used in a manner that would cause damage to the drive train, tyres or clutch.
 - Driven in a prohibited area or in an area not agreed with Loch Ness Motorhomes.
 - Driven by any person under the influence of alcohol or drugs.
 - Be left with the key in the ignition when not being driven or is unoccupied
 - Driven by persons who are not specifically authorised by Loch Ness Motorhomes to drive the vehicle.
 - Driven on to beaches or immersed in water or salt water.
 - Used for any purpose in connection to professional horse racing.
 - Used for any purpose with professional entertainment or street performance.
 - Used for any sort of political campaigning, public protest, parade or similar.
 - Used for any race, rally, treasure hunt or contests of any kind.
 - Used to carry passengers or property for hire or reward (unless specifically authorised by Loch Ness Motorhomes).
 - Used to carry unrestrained passengers.
 - Used to carry volatile liquids, gases, explosives, distress flares, Lipo batteries (when not in Lipo safe bags) generators or other corrosive or flammable material other than cooking / heating gas as supplied by Loch Ness Motorhomes.
 - Taken to music festivals or any other large events without prior written permission from Loch Ness Motorhomes.
27. **Penalties:** The vehicle should be returned at the end of the hire period on time, clean and full of fuel and with an empty toilet cassette. If the vehicle is returned in an **unsatisfactory** condition the following penalties may be enforced. All prices are subject to VAT @ 20%:
- Cleanliness: Cleaning Fee (£40 per hour, up to £240.00)
 - Smoking: Any evidence of any smoking within the interior of the vehicle upon return, will attract a penalty of £250.
 - Unauthorised pets: Hirers who allow pets in to the motorhome without the written permission of Loch Ness Motorhomes will be charged a cleaning fee of £250.
 - Toilets: A penalty of £80.00 will be charged if the toilet cassette and wastewater tank are not emptied prior to the return of the vehicle.
 - Late return of vehicle: There will be a penalty of £50 plus £1 per minute that the vehicle is returned after the agreed return time (as noted at the time of handover). This includes time spent unloading the hirers possessions. For the avoidance of doubt, Loch Ness Motorhomes considers the **'returned time'** to be when they are in a position to take the vehicle for post hire processing.

- f. Vehicles returned without a full tank of fuel will be charged at the rates as shown when filled up plus filling charge of £25.
- g. Damage will be charged at retail cost of any parts required plus labour at £50 per hour.
- h. Repairs carried out by external specialist contractors will be charged at cost plus 15% handling fee.
- i. Any travelling costs associated with any repairs will be charged at 80 pence per mile plus any incurred expenses.

28. **Third party claims:** In the event of the vehicle being damaged by a third party, Loch Ness Motorhomes will (along with their insurers) endeavour to recover all costs and will assist the hirer with any compensation claims as far as practical. However, until such time as the third party has conceded liability, the hirer will be responsible for the insurance excess.
29. **Breakdown or recovery costs:** The vehicle has full breakdown cover which will include normal roadside assistance and recovery. However, this may not cover any recoveries that require specialist services such as cranes or any other heavy recovery equipment. The full costs of which may have to be met by the hirer.
30. **Running faults / prior damage :** The hirer accepts that there may be pre-existing damage, or minor running faults do not affect the safety or overall use of the vehicle which may not be repairable before the hire due to time constraints, or requiring specialist external contractors.
31. **Title to vehicle:** The hirer acknowledges that Loch Ness Motorhomes retains title to the vehicle. The hirer possesses the vehicle and supplied equipment as a mere bailee only. The hirer does not have any right to pledge Loch Ness Motorhomes in credit in connection with the vehicle. The hirer shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the possession of the vehicle.
32. **Forced termination of hire:** The hirer acknowledges that Loch Ness Motorhomes may terminate the hire and repossess the vehicle at any time, without notification to, and that the hirer will pay the reasonable costs of repossessing the vehicle, including towing charges. In the event of such termination or repossession, the hirer will have no right to a refund of any part of the rental charges or the security deposit, if:
- a. The hirer is in breach (in any way) of the terms contained in this agreement.
 - b. The vehicle has been taken to an event without written consent from Loch Ness Motorhomes.
 - c. The hirer has caused damage to the vehicle that renders it unusable or unsafe to use.
 - d. The hirer has obtained the vehicle through fraud, misrepresentation or any criminal act.
 - e. The vehicle appears to be abandoned.
 - f. The vehicle is not returned on the agreed return date / time or Loch Ness Motorhomes reasonably believes that the vehicle will not be returned on the agreed return date and time.
 - g. Loch Ness Motorhomes considers on reasonable grounds, that the safety of passengers or the condition of the vehicle is endangered.
 - h. The vehicle is in an area/country not agreed upon at the time of handover or there is any indication whatsoever that it may be stolen or miss-appropriated. Under these circumstances Loch Ness Motorhomes will report the vehicle as stolen and instruct all measures to be taken for the return of the vehicle.

33. **Release and indemnity of Loch Ness Motorhomes:** The hirer releases Loch Ness Motorhomes and its employees and agents, from any liability to the hirer (regardless of who is at fault) for any loss or damage incurred by the hirer, including but not limited to:
- a. Any loss or damage caused by breakdown, mechanical defect, accident or the vehicle being unsuitable for the hirer's purpose.
 - b. Any loss or damage to any property left in or on the vehicle or handled by Loch Ness Motorhomes.
 - c. Subject to any insurance arrangements agreed with Loch Ness Motorhomes the hirer shall not have recourse to: Loch Ness Motorhomes, its employees or agents against any claims, demands and expenses (including legal costs) incurred or sustained by them by reason of use and/or possession of the vehicle.
34. **Entire agreement:** This Agreement constitutes the entire agreement of the hirer and Loch Ness Motorhomes. There are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement. Loch Ness Motorhomes reserves the right to add or amend these Terms & Conditions without prior notice at any point before the 'notification of hired vehicle' forms are signed. This agreement, together with the documents titled 'Notification of Hired Vehicle', will form the full contract of hire agreement between Loch Ness Motorhomes and the hirer.
35. **Clause compliance:** At the time of writing, Loch Ness Motorhomes believes that all the clauses contained in this agreement are fully compliant with Scottish Law. However, should any single clause be found not to comply with any laws or regulations then the remaining clauses will still be enforceable.
36. **GDPR:**
All data collected for the purposes of identification kept in a secure location / server and will only be shared with the relevant authorities (police, insurers etc) under situations which Loch Ness Motorhomes deem to be appropriate and essential. Under normal circumstances sensitive data is deleted / shredded 365 days after hire, assuming there are no outstanding issues.
37. **Law:** This agreement shall be governed by Scottish law.