

Brooklands Motorhome Hire (Scotland) Limited

Terms and Conditions

Please read these terms and conditions carefully as they set out the terms of your agreement with us.

1. DEFINITIONS

- 1.1 'Driver(s)' means only the person or persons named as the driver(s) on the booking form.
- 1.2 'You' and 'your' means the driver together with all other person's names on the booking form (including anyone added or substituted at a later date) and any person whose credit card is presented for payment of the hire charges or security deposit.
- 1.3 Brooklands Motorhome Hire or "Brooklands" or 'we' or 'us' means Brooklands Motorhome Hire (Scotland) Ltd, a company registered in Scotland with company number SC592326 and having its Registered Office at 31 Hope Street, Inverkeithing or any successor or related company
- 1.4 'Hire period' means the agreed rental period as defined on your booking confirmation email, hire agreement documentation, final invoice and any additional period during which the vehicle is in your possession or control.
- 1.5 'Vehicle' means the vehicle hired by you and includes tyres, tools, accessories and all other equipment or documents or additional hire items related to the vehicle and any replacements or substitute vehicle that may be provided by us.
- 1.6 'Deposit' means the agreed sum of money that you are required to pay to secure your booking. Deposits paid to us are non-refundable in any circumstances.

2. CONTRACT

- 2.1 Your contract is with 'Brooklands Motorhome Hire (Scotland) Ltd'. Your contract with us comes into existence when we send confirmation of your booking to you in a written form by either letter or email.
- 2.2 You should check the details of your confirmation carefully to ensure that it reflects the booking you have requested and inform us immediately of any discrepancies, as it may not be possible to make changes later.
- 2.3 If you commit any breach of this agreement, we may treat the agreement as terminated. In this situation we will not be liable for any refunds, compensation, losses or expenses, including any return or onward travel arrangements.

3. RATES AND CONDITIONS

- 3.1 Prices and conditions quoted on our website or documentation are subject to change without notice.
- 3.2 All prices are quoted in UK pounds sterling and include VAT. If Sterling is not your home currency you can opt to pay in your home currency if paying by debit or credit card. Hirers must have a full valid United Kingdom or EU driving licence.
- 3.3 Once you have made your booking and paid the Deposit, the cost of your hire will not normally be subject to any change. This does not apply to invoice errors or omissions.
- 3.4 Once a booking has been made, offers and discounts cannot be applied retrospectively.
- 3.5 When you book the Vehicle for the Hire Period the Deposit will be agreed with you at the time of booking and must be paid within 7 days of your booking. The Deposit must be paid in full to the bank account of our choosing. The balance of the price of your hire must be paid a minimum of 4 weeks before the Hire Period. If you are booking within 4 weeks of the Hire Period full payment is due at the time of booking.

3.6 A deposit will be taken at 25% of the total price to secure your booking. This deposit is non-refundable.

3.7 If the remaining 75% of the balance is not paid 4 weeks in advance of the Hire Period, your booking will be cancelled and the Deposit will be retained.

4. COLLECTION AND RETURN OF THE VEHICLE

4.1 You will collect the vehicle at the time and location agreed with you once booking has been confirmed and paid. It is essential that you allow up to one hour for the handover process and therefore that you arrive one hour before the Hire Period commences.

4.2 All drivers need to be present on collection of the Vehicle and bring their full and valid United Kingdom or EU driving licence; ID documents (utility bills x2 dated within 60 days of the hire commencement date) and a credit or debit card for the security deposit (see section 18). Please note that the address on the ID must match the address that appears on the driving licence where applicable.

NB: EU customers must also provide their passport.

Should any driver fail to present all the correct documentation and identification on collection of the motorhome or not meet the driver requirement stated in the terms and conditions, then we will be unable to release the motorhome and no refunds will be given.

4.3 United Kingdom licence holders must bring their paper or photocard licence along with a print out of your driver record from the DVLA.

4.4 You will return the vehicle in a clean condition with a full tank of fuel, on the return date, at the time and at the agreed location.

4.5 Please allow 30 minutes for the hand-over upon your return.

4.6 You will return with the toilet cassette and the interior clean and in the same condition as they were at the start of the hire, otherwise a charge will be made for additional valeting and or upholstery cleaning. In addition, a separate toilet cleaning fee will apply if the toilet waste tank is not empty on return. Please see section 18 for further details. Please note, there are no toilet emptying facilities at our return location, so this must be emptied prior to return.

4.7 Late return: If you will be late returning, you must advise us immediately. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of £75.00 per hour will be payable for all late returns. You should allow plenty of time to return on time as traffic congestion can occur during peak times and high season.

4.8 Except as otherwise expressly provided in these terms and conditions late pick-up or early return of the vehicle does not entitle you to any refunds.

5. DRIVERS

5.1 No driver may drive a hire vehicle unless he/she:

5.1.1 Is aged between 25 and 75.

5.1.2 Holds a full and valid United Kingdom or EU driving licence and has not been disqualified.

5.1.3 Has held a full United Kingdom or EU driving licence for more than 3 years.

5.1.4 Has not been convicted of any criminal/driving offences other than speeding and parking offences. The maximum penalty points on the UK licence is 6.

5.1.5 Has had no motor accidents in the last 2 years. Accidents where the driver was not at fault must also be declared.

5.1.6 Does not suffer from any physical or mental defects which would affect the driver's ability to drive the vehicle in accordance with legal requirement and/or the driver has not been advised not to drive on medical grounds by the driver's G.P. or other medical personnel.

5.1.7 Has never been refused motor insurance.

5.1.8 Is not employed in a 'high risk' occupation as defined by our insurer. Please contact us if you are in doubt.

- 5.1.9 Produces a valid United Kingdom or EU driving licence upon collection of the vehicle. Any cancellations resulting from a failure to meet the driver criteria will be subject to our standard cancellation terms (section 6)
- 5.1.10 Authorises us to verify through credit agencies, the Driver and Vehicle Licensing Agency, his/her employer or any other sources his/her personal, driving and credit information.
- 5.1.11 We may refuse to hire you the vehicle for any reason whatsoever at our sole discretion.
- 5.1.12 All drivers must be declared at the start of your hire and named on your booking form.
- 5.2 If you are unsure of any aspect of the above, you should contact us and we will check with our insurance company whether any premiums may apply.
- 5.3 You acknowledge that it is illegal for an undeclared driver to operate a rental vehicle as they will not be insured.

6. CANCEL YOUR BOOKING

- 6.1 You will incur the following charges if you cancel your booking:
- 6.1.1 Cancellation more than 8 weeks before your arrival date, cancellation charge is 25% of the total price of the booking.
- 6.1.2 Cancellation between 8 and 4 weeks before your arrival date, cancellation charge is 50% of the total price of the booking.
- 6.1.3 Cancellation between 4 and 2 weeks before your arrival date, cancellation charge is 75% of the total price of the booking.
- 6.1.4 Cancellation less than 2 weeks before your arrival date, or a no show, cancellation charge is 100% of the total price of the booking.
- 6.2 You may cancel your booking at any time. Your notice of cancellation must be in writing and will only take effect on the date it is received at our office.
- 6.3 Where a refund is due after any cancellation charge has been taken into consideration (and provided we have received full payment from you) we will make the refund within 28 days of receiving notice of cancellation.
- 6.4 Note that if the reason for cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim these charges. We strongly recommend that you take out separate travel insurance. It is your responsibility to ensure that the travel insurance you purchase is adequate for your particular needs. We do not check travel insurance policies.

7. CHANGES TO YOUR BOOKING

- 7.1 If, after we have confirmed your booking, you wish to change your travel arrangements in any way we will do our utmost to make these changes, but it may not always be possible.
- 7.2 The price of your hire may increase or decrease to reflect the changes made. We also reserve the right to impose an administration fee which will be advised to you at the time you request the change.

8. IF WE CHANGE OR CANCEL YOUR BOOKING

- 8.1 It is sometimes inevitable that we will have to change or cancel your hire as the arrangements are made some time in advance. We reserve the right to make such changes and cancellations should they become necessary although we will try to minimise the chance of such an event.
- 8.2 If your chosen specification of vehicle is not available, for instance following damage by a previous customer, we will aim to offer you another vehicle in its place if one is available.
- 8.3 If the replacement vehicle is a lower price or less well equipped than your original booking, we will refund the difference in price only.
- 8.4 If the replacement vehicle is higher priced than your original booking you will not be held liable for any higher rental charges.
- 8.5 We are not liable for any additional expenses incurred by you, e.g. higher ferry charges or road tolls, campsite fees.

8.6 Except as expressly set out elsewhere, we regret that we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by you or you otherwise suffer any damage or loss as a result of “force majeure”. In these terms and conditions, “force majeure” means any event which we could not, even with all due care, foresee or avoid. Such events may include threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

9. GAS POLICY

9.1 You will be supplied with one gas cylinder which may be full or partially full. A full gas cylinder can be purchased at time of booking or subsequently added to your booking extras.

9.2 Gas cylinders must be returned with the vehicle at the date and time of return and can be returned empty. A charge of £75.00 will be incurred by you should there be any missing or damaged gas cylinders.

10. USE OF THE VEHICLE

10.1 Whilst you are hiring the vehicle you will not:

10.1.1 Operate the vehicle or permit the vehicle to be operated in any way that would violate this agreement including, for the avoidance of doubt, for commercial or business purposes.

10.1.2 Permit anyone other than the driver(s) named on the booking form to drive the vehicle.

10.1.3 Engage in motor sports, including racing, pace making, rallying, reliability trials and speed testing.

10.1.4 Propel or tow any vehicle or trailer unless agreed by us in writing at the time of your booking.

10.1.5 Drive or permit to drive any person unfit through drink or drugs or with blood alcohol concentration above the limit prescribed by road traffic legislation.

10.1.6 Leave the vehicle unlocked while unattended or fail to secure the keys.

10.1.7 Drive other than on a paved public highway, private road, or driveway. Driving onto official campsite fields is permitted but you should take reasonable precautions to ensure that the ground is suitable, and you will be able to drive off the field. Even if a vehicle is designated as a four-wheel drive, it is not to be taken off-road as the four-wheel drive provides a safety feature for winter driving only.

10.1.8 Drive in a reckless or imprudent manner.

10.1.9 Carry more passengers than the seating capacity of the vehicle. Please note number of seat belts listed on the vehicle you are hiring.

10.1.10 Allow the vehicle to be overloaded.

10.1.11 Carry passengers or goods for hire or reward.

10.1.12 Smoke or permit anyone to smoke in the vehicle. This includes vaporisers and e-cigarettes.

10.1.13 Use the vehicle in violation of any law, ordinance or regulation.

10.1.14 Remove the vehicle from England, Scotland, Wales or Ireland without our prior written consent.

10.1.15 Allow any animals in the vehicle without our prior written consent.

10.2 You will take all reasonable steps to maintain the vehicle ensuring that the oil level, water level and tyre pressure are correctly maintained during your hire. You will contact us immediately should any vehicle warning lights indicate a potential malfunction.

10.3 You will use the correct legal fuel type for the vehicle as advised by us at the time of collection of the vehicle.

10.4 You will strictly adhere to any ‘House Rules’ or additional terms of use as to how you may use or enjoy the Vehicle in any way. These rules may be communicated to you verbally or in writing by Brooklands in any reasonable way.

10.5 You will comply with all relevant laws in respect of the transportation and housing of animals including dogs, cats and any other pets travelling with you and abide by all applicable laws regarding

the safe storage of animals in transit etc. We have no responsibility what so ever in respect of informing you of how to transport pets safely or legally.

11. IN THE EVENT OF A BREAKDOWN

- 11.1 You should seek the help of the breakdown services. Details are held within the vehicle.
- 11.2 Any call out charges necessitated by the customer through operator error, e.g. flat vehicle battery, wrong or insufficient fuel, keys locked in vehicle etc will be the responsibility of the client.
- 11.3 You are authorised to approve repairs up to £100.00.
- 11.4 Any repairs in excess of £100.00 must first be authorised by us prior to the work being undertaken.
- 11.5 In all cases VAT receipts must be submitted for any repair or the claim will not be paid.
- 11.6 You and not us will be liable for the cost of any repairs, or other costs incurred, resulting from reckless, negligent or imprudent use of the vehicle by you or permitted by you including, for the avoidance of doubt, the cost of towage, replacement vehicle or car hire.
- 11.7 You will notify us by telephone of the breakdown as soon as possible in order to give us the opportunity to rectify the problem during the rental.
- 11.8 If a repair cannot be completed within 24 hours and it is not the result of reckless, negligent or imprudent use of the vehicle by you or permitted by you, we will endeavour to help you by providing either a replacement campervan/motorhome (if available). We will not be liable for any other costs incurred. All other conditions will apply.
- 11.9 Compensation may be paid at our discretion. In all cases compensation is limited to the cost of the disrupted rental days.
- 11.10 Compensation will only be paid if the campervan is rendered unusable by the breakdown.
- 11.11 Compensation will only be paid where the breakdown occurs as a result of our failure to use reasonable care & skill (e.g. in relation to servicing the vehicle).
- 11.12 You will be liable for any costs associated with the incorrect or illegal use of fuel (fuel being petrol or diesel) or water contamination of fuel including, for the avoidance of doubt, any necessary repair or drainage work, towage, and the cost of hiring a replacement vehicle or car hire. The customer will also pay Brooklands the daily rate for the period the vehicle is undergoing repairs and therefore unusable for hire.
- 11.13 You will be liable for any cost associated with fuel contamination of the fresh water system, including, for the avoidance of doubt, any necessary repairs including replacement plumbing and decontamination. The customer will also pay Brooklands the daily rate for the period the vehicle is undergoing repairs and therefore unusable for hire.

12. IN THE EVENT OF A PUNCTURE OR DAMAGE TO TYRES

- 12.1 You are liable for the cost of any damage or punctures.
- 12.2 In the event that a tyre is returned damaged at the end of your hire, it will be at our discretion whether to repair or replace it.
- 12.3 If you have a puncture during your hire you may use the breakdown service to replace the tyre.
- 12.4 You will arrange for the puncture to be repaired, or the tyre replaced, as soon as possible after the incident.
- 12.5 Tyre type and brand must be approved by us prior to instructing work. Tyres to a comparable (as other tyres on vehicle) specification and price must be selected. If lower specification or budget tyres are selected without our approval we reserve the right to replace to the correct standard and charge the full cost of the new tyre.

13. IN CASE OF ACCIDENT

- 13.1 If you are involved in a motor vehicle accident the following procedures should be followed:
 - 13.1.1 Obtain the names and addresses of third parties and witnesses.
 - 13.1.2 Report the accident to the police (call 101), regardless of estimated cost.
 - 13.1.3 Do not accept blame or insist the other party is at fault.

- 13.1.4 If possible photograph damage to all vehicles involved and registration numbers.
- 13.1.5 Phone Brooklands on 07766 357064 or 07850 186432.
- 13.1.6 During the vehicle return process, hand over any police reports or photographs, pay the damage excess charge. We will ensure that an accident report is completed clearly and signed by the customer.
- 13.1.7 Depending on availability and at our discretion, we will endeavour to provide a substitute vehicle, subject to location, accident liability and remaining hire duration.
- 13.1.8 You are responsible for making your own way to our depot to pick up a replacement vehicle; we may offer you the option of paying for an alternative vehicle to be delivered to your location.
- 13.2 We will endeavour to ensure any monies due back to you are forwarded as quickly as possible, however, third party claims can take a long time to resolve.
- 13.3 You agree to provide all reasonable assistance to Brooklands in handling any claim including providing information and attending to Court to give evidence.
- 13.4 Note: Under no circumstances should you attempt to start or drive a vehicle that has been involved in an accident, rolled over or submersed without our written permission.

14. VEHICLE TITLE AND OWNERSHIP

14.1 The customer acknowledges that 'Brooklands Motorhome Hire (Scotland) Ltd' retains the title to the vehicle at all times. You will not attempt, agree, offer or purport to sell, assign, sub-let, lend, let on hire or otherwise part with or attempt to part with the possession of the vehicle.

15. OUR LIABILITY

- 15.1 We cannot accept any liability for any death or personal injury you or any member of your party sustain except where any such death or personal injury arose as a result of our failure to use reasonable skill and care in performing our obligations under our contract with you.
- 15.2 You must take all necessary steps to safeguard your personal property and any liability which you may incur to others during the course of your holiday. No liability is accepted by us in respect of damage to, or loss of, such personal property except where it results from our failure to use reasonable skill and care in performing our obligations under our contract with you.
- 15.3 A car parking space can be made available for one vehicle during the course of your hire period. This will be left at your own risk and no liability will be accepted by us in respect of any damage to, or loss of, your vehicle or any personal belongings held within your vehicle during the hire period.
- 15.4 We will not provide nor install child car seats within the vehicle. We cannot accept any liability for any death or personal injury any child of your party may sustain, nor for any fine or other punishment you may receive, as a result of a correct child car seat not being used or correctly installed during the hire period.
- 15.5 We will not accept any liability for you failing to comply with any relevant laws in respect of the transportation and housing of animals during your use of our motorhome.

16. INSURANCE

- 16.1 You understand that:
- 16.1.1 You are not covered for damage to your own personal property – we strongly recommend that you take out personal travel insurance to cover your own possessions.
- 16.1.2 Customers must look after their own car keys. Customers' car keys cannot be left in the possession of Brooklands Motorhome Hire (Scotland) Limited.
- 16.1.3 The vehicle is covered against accidental damage by fire, theft or attempted theft during the period of hire.
- 16.1.4 There is a damage excess charge applicable to all claims, except those caused by negligence.
- 16.2 The following are not covered by insurance:
- 16.2.1 Damage to tyres by punctures, cuts or bursts, damage or loss to in-vehicle entertainment systems.

- 16.2.2 Theft involving deception. Theft as a result of keys remaining in the vehicle whilst it is unoccupied is not covered by the insurance either.
- 16.2.3 Damage to windows or a windscreen is not covered by insurance.
- 16.2.4 Any claim on insurance will not be considered if the vehicle was being used in contravention to these terms and conditions.
- 16.3 The damage excess charge of £750.00 is applicable regardless of who is at fault. The damage excess charge will be refunded only if we are successful in recovering the cost of the damages from the third party. Please note that third party claims can take months or even years to resolve.
- 16.4 The vehicle is insured for the agreed period of hire only. If you return the vehicle late you will not be insured and you may be committing a traffic offence under the Road Traffic Act.
- 16.5 If you are forced to return late you must notify us by telephone before your agreement expires. Late return fees apply, see Section 4.7.
- 16.6 Exclusions from the insurance policy, for which you will be totally liable and from which you indemnify us include:
- 16.6.1 Any damage to the interior of the vehicle (including cigarette burns, spillages, marking), living or cooking equipment will be charged to you. Includes damage to blinds, floor, table-tops and kitchen work surfaces.
- 16.6.2 Any costs resulting from the improper use of the vehicle.
- 16.6.3 Any fines or penalties resulting from an offence against the Road Traffic Regulation or Offenders Act, and for any Congestion Charge penalties incurred.
- 16.6.4 Any damage caused to the vehicle above cab height. This is defined as above 6 feet (1.83m) from ground level.
- 16.6.5 Damage to the vehicle or third party property caused through a reversing manoeuvre or impact caused by tail swing of the vehicle.
- 16.6.6 Damage to or replacement of rear bumpers, rear light cluster, side skirt plastics, awnings, wing mirror casings, exterior running light, habitation windows, skylight windows.
- 16.6.7 Damage caused to the canopy of the vehicle by trees, barriers or bridges etc.
- 16.6.8 The cost to retrieve or recover a vehicle that has become bogged.
- 16.6.9 The cost of replacing keys which have become lost or stolen or which have been locked in the vehicle.
- 16.6.10 The cost of repairing any damage caused by wilful misconduct (e.g. sitting on the roof).
- 16.7 You are strongly advised to take out additional travel insurance as you may be able to claim against it for such exclusions should the need arise.
- 16.8 In the event of an insurance claim, you must provide full and accurate information in line with the disclosure requirements of the insurer. In the event of the vehicle insurance being invalidated because of a breach of this provision you will be responsible for payment in full and indemnifying us (if applicable) of all losses, fines, expenses, costs and damages we or you suffer or incur as a result.

17. SECURITY DEPOSIT

- 17.1 You authorise 'Brooklands Motorhome Hire (Scotland) Ltd' to deduct from the security deposit any amounts due in respect of any breakages or damage to the vehicle or any other costs we incur as a result of your use of the vehicle.
- 17.2 The security deposit is £750.00 and can be paid via credit card or instant bank transfer.
- 17.4 The security deposit will be taken via credit card or instant bank transfer at the time of booking.
- 17.5 Providing that the vehicle is returned on time, to the correct location, undamaged, with a clean interior, empty toilet cassette, full fuel tank(s) and no excess charges are due pursuant to Clause 16, the standard security deposit will be refunded to you within 21 working days from the vehicle return date.
- 17.6 We reserve the right to retain monies from your security deposits as follows:
- 17.6.1 Soiling fee £100.00 if the vehicle is not returned with the interior in a clean condition.

17.6.2 Toilet emptying fee £75.00 if the toilet is not returned empty and clean. Please note: there are no toilet emptying facilities at our return location so this must be emptied prior to return.

17.6.3 Fuel surcharge if the tank is not returned full (empty £100.00, 25% full £85.00, 50% full £55.00, 75% full £40.00). There is also a £25.00 service charge.

17.6.4 Accidental or unnecessary use of the fire extinguisher will incur a charge of £50.00. In addition we are entitled to charge a reasonable fee for the replacement of any damaged or missing internal items of any type inside the vehicle and have this sum deducted from the security deposit.

17.6.5 In the event of an accident being reported we will charge the full security deposit. This will be returned if the claim outcome is of no fault of our customer.

17.7 You agree that you will be responsible for full payment of any sums due to us should the security deposit you have paid not be sufficient to cover the cost of any damage or other costs as set out in these Terms and Conditions.

17.8 We are entitled to pursue the hirer for any sums due to us should the cost of repairing damage exceed the security deposit amount of £750.00.

17.9 You agree to indemnify us for all costs, damages, expenses, claims and losses which we incur, suffer or become responsible for as a result of any act or omission by you which results in our being unable to receive full payment for such costs, damages, expenses, claims and losses under the insurance cover referred to in Clause 16 or for which we are unable to receive full payment under the insurance cover referred to in Clause 16.

17.10 Cheques and cash are not accepted for security deposits.

18. ROAD TRAFFIC ACT

18.1 You are entirely responsible for any speeding, parking, congestion charge or other road fines and penalties incurred during your hire.

18.2 The administration fee per incident will be £40.00.

19. PAYMENTS BY CREDIT CARD

19.1 When payment is made by credit/debit card you agree that:

19.1.1 We are authorised to charge any amounts due under this agreement to the customer's credit card including any damage excess charge costs.

19.1.2 You authorise 'Brooklands Motorhome Hire (Scotland) Ltd' to recover payment from credit card of any charges pursuant to Clause 16.1 and Clause 18 which were not known at the time of return of the vehicle. We may process credit card charges pertaining to the rental after the hire period.

19.1.3 All transactions are in UK Pounds Sterling. Due to exchange rate fluctuations there may be some variance between the amount initially charged to a customer's credit card and any refunds subsequently applied. We accept no responsibility for any such charges.

20. TERMINATING THE AGREEMENT

20.1 You acknowledge that we may terminate this agreement and repossess the vehicle at any time in the circumstances set out below. You will pay reasonable costs of repossessing the vehicle if:

20.1.1 You are in contravention of this agreement in any manner, or

20.1.2 We believe that you have hired the vehicle through fraud or misrepresentation, or

20.1.3 The vehicle appears to be abandoned, or

20.1.4 The vehicle is not returned on the agreed day or we believe that the vehicle may not be returned on the agreed date, or

20.1.5 On reasonable grounds, we believe that the safety of the passengers or condition of the vehicle is endangered.

20.2 You understand that in the event of such termination or repossession except as otherwise expressly set out in these terms and conditions you have no right to a refund of any part of the rental charges or the security deposit.

21. LAW

21.1 This agreement is governed by the laws of Scotland.

21.2 You warrant that all information supplied by you to 'Brooklands Motorhome Hire (Scotland) Ltd' in connection with this agreement is true.

21.3. This agreement constitutes the entire agreement of the parties and there are no other undertakings or agreements between parties relating to the subject matter of this agreement.

21.4 We reserve the right to vary the rates and conditions of hire at any time.