

Hire Booking Terms & Conditions

Head Office Address:

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Please read carefully. We will be pleased to clarify, in writing, any point on which you may have a query.

1 General

Owner means ClipperTrek whose details are listed above.

Hirer means the person whose details are listed on the Booking Confirmation Details.

Driver means the named Driver(s) insured to drive the Vehicle and named as such in the Hire Agreement.

In the case of business rental this Agreement is entered into by the Driver for and on behalf of the Hirer.

Rental Period means the period from the day of collection of the hire vehicle until the day of its return inclusive. Collection and return days are charged at the full daily rate. The times and dates of the Rental Period must be strictly adhered to.

This agreement is governed by and construed in accordance with the Laws of Scotland. All disputes arising out of or in connection with the agreement shall be subject to the non-exclusive jurisdiction of the Scottish Courts.

The Owner reserves the right to decline hire to any person at any time without reason.

The Owner reserves the right to vary the rates and conditions of hire at any time.

The Hirer hereby warrants the accuracy of all information supplied by the Hirer to the Owner.

The Hirer authorises the Owner to verify through credit agencies, the Driver and Vehicle Licensing Agency and any other sources, personal, driving and credit information provided by the Hirer and any additional Drivers.

The Hirer agrees that he or she is responsible for all costs, expenses and fines (including parking fines) which may be incurred during the Rental Period as a result of a breach of any Road Traffic laws, the vehicle is the vehicle hired in terms of this agreement.

2 Hire Charges, Insurance & Payments

Vehicle Hire Charge means the hire charge including VAT, Vehicle Insurance (excluding insurance surcharges) for the number of drivers as shown on the booking confirmation and the purpose of the hire of a vehicle for the duration of the hire period.

The Vehicle Hire Charge does not include: Insurance Surcharges, Hire Extras or Hire Security Deposit. The Vehicle Hire Charge must be paid in full at least 42 days prior to the hire collection date.

Initial Payment. The initial payment is deemed payment for the Vehicle Hire Charge. The initial payment must be paid at the time of making the booking. The initial payment is non-refundable under any circumstances and shall be deducted from the Vehicle Hire Charge.

Final payment. Final payment is the balance due for all Hire Extras, Insurance Surcharges and Hire Security Deposit (If applicable) at least 72 hours before the hire commencement.

Insurance cover cannot be provided unless the Final Payment is made. The owner reserves the right to cancel the hire booking if the Final Payment is not received prior to hire commencement. In these circumstances the Vehicle Hire Charge will be forfeited. In the event of cancellation, less that 48hours of the commencement of the rental period, the Hirer will be liable to the Owner for the balance of the total vehicle hire charge.

Booking Confirmation. Confirmation of the booking is provided after the Initial Payment has been paid. The booking is not confirmed until the initial payment has been made and the Cardholder Authorisation Form has been completed.

Changes to your booking. We reserve the right to charge an Administration Fee of £9.00 (Inclusive of VAT) for any changes to the original reservation details.

Optional Hire Extras. Optional Hire Extras includes bedding packs, additional hire items & accessories, EU insurance cover, additional drivers, unlimited mileage. Hire Extras are not included in the Vehicle Hire Charge. All Hire Extras must be paid in full prior to the hire commencement.

Cardholder Authorisation Form means a signed and completed form, providing cardholder details for the Authorised Credit Card.

Authorised Credit Card means Credit Card details to provide payment security for: the balance of the Vehicle Hire Charge, Insurance Excess, Insurance Surcharges, Hire Extras,

Hire Security Deposit and any other charges arising from the Post Hire Charges Schedule. Hire Security Deposit means a deposit payment paid prior to hire commencement (See notes).

Booking fee means all bookings made with the owner are subject to a £9.00 booking fee (inclusive of VAT).

Post Hire Charges Schedule. Please read our **Post Hire Charges Schedule** for details of charges that may be applied upon return of the vehicle.

Vehicle Insurance means Fully Comprehensive insurance is included within the Vehicle Hire Charge and is subject to an Insurance Excess. The vehicle is insured for the period of hire contracted ONLY, late return of the vehicle may incur a traffic offence under the road traffic act.

Insurance Excess means a £1250 excess is payable per incident by the hirer, if the estimated cost of repair for each incident exceeds this amount. In the event of an incident, we reserve the right to charge the Insurance Excess, Insurance Administration Fee & Associated Costs to the Authorised Credit Card.

Insurance Administration Fee means a fee may be applied to any claims or losses arising from a period hire.

Named Drivers means only the named drivers may be insured. All named drivers must be over 25 and under 75 years of age at the time of the hire and have held a full driving licence for at least 2 years. All named drivers must complete the insurance questionnaire. Only the drivers named in the Hire Rental Agreement may drive the vehicle.

Credit Card Charges means (Visa & Mastercard) are subject to credit card surcharge fee of 2.5%. Debit card transactions do not incur a surcharge fee. Credit card fees apply to all hire charges.

Early returns means NO REFUND IS GIVEN FOR THE EARLY RETURN OF THE VEHICLE.

CANCELLATIONS. All cancellations must be in writing. The Initial Payment is non-refundable, unless owner is in breach of contract. All monies due and received within 42 days prior to the commencement of hire are non-refundable.

Availability means while every effort is made to ensure that the vehicle reserved is available, if the reserved vehicle is not available, the owner reserves the right to offer a Replacement Vehicle.

Acceptance of vehicle means signing of the Hire Rental Agreement hirer is deemed acceptance of the vehicle supplied. If the viability of the replacement vehicle is deemed by the owner unsuitable or impractical, a full refund will be given.

Consequential Loss means in the event of cancellation or replacement of the vehicle, the owner will not be liable for any further loss or damages or consequential losses arising which

is not reasonably foreseeable in excess of the Vehicle Hire Charge.

Liabilities. The hirer is responsible for all costs and expenses incurred as a result of offences against the road traffic act and all costs arising from the post hire inspection. Please refer to the Post Hire Charges Schedule.

Animals means all animals other than guide dogs have to be approved by the owner at the time of booking and incur a daily supplement of £6 per insurable day. If approved, all damage howsoever caused by the animals will be charged to the hirer in full.

Parking means the hirer may park one vehicle at the collection location for the period of the hire. All vehicles are parked at owners risk.

Hiring's start and finish is deemed at the collection point unless otherwise agreed.

Personal Information supplied may be disclosed to a third party for insurance & identity validation purposes. The owner is registered with the Data Protection Registrar.

Complaints Procedure - complaints should be submitted in writing to be received by the owner within 14 days of the end of the period of hire.

Post Hire Charges means all hires are subject to a post hire inspection and Post Hire Charges may apply. Please refer to the **Post Hire Charges Schedule**. Any Post Hire Charges arising will be deducted from the Hire Security Deposit or charged to the Authorised Credit Card.

3 Eligibility, Proof of Identification and Driving Licences

The Owner will require proof eligibility to hire and/or drive the vehicle.

The Hirer must produce the following items when collecting the vehicle
(Note we cannot release the vehicle without these items being present)

Passport or other photo ID of the Hirer

Valid Full UK or International driving licence for each Driver

2 items of proof of residential ID of the main Driver (Utility bill or credit card statement is acceptable)

2 Forms of proof of identity (including photo such as a passport) must be produced by the main Driver at the start of the hire i.e. utility bills, bank statements or credit card statements.

The Owner reserves the right to cancel the hire if, at the commencement of hire, the Drivers licences are invalid or not according to the conditions set out above or if insurance is declined for any reason. In these circumstances the total hire charge will be forfeited. (Hirers are strongly advised to insure against unavoidable cancellation). The Owner reserves the right to refuse to provide insurance cover based on the answers provided in the insurance questionnaire.

4 Conditions and Limitations on Use

The Hirer agrees to ensure that vehicle use is within these conditions and limitations. If the Hirer commits any serious breach of this agreement, the Owner may treat the Agreement as terminated and may without legal process recover the vehicle at any time and place.

The Hirer agrees to protect the interests of the Insurer and the Owner by ensuring the vehicle is always locked when unattended and the keys are secure.

Do not carry more passengers than the seating capacity of the vehicle or allow the vehicle to be overloaded.

Do not operate vehicle or permit the vehicle to be operated in any way that would violate this contract, including:

for carrying passengers or goods for hire or reward;

in motor sport events (including racing, pacemaking, rallying, reliability trials, and speed testing);

to propel or tow any vehicle or trailer;

by any person driving when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed for the time being by road traffic legislation;

in violation of any law, ordinance or regulation;

by any person driving under authority of any licence other than his own;

other than on a paved public highway, private road or driveway;

in a reckless or imprudent manner

The Hirer may not drive the hire vehicle in war or disaster zones.

In the interests of security and safety, all motorhomes are fitted with a tracker. A motorhome is unstable over 75 mph. The Hirer agrees to pay £75 if this limit is exceeded.

5 Travel Outside the UK and Eire

Do not, unless agreed prior to the hire with the Owner, remove the vehicle out of the UK mainland.

Do not remove the vehicle (without prior written consent of the Owner) from England, Scotland, Wales, Northern Ireland or Southern Ireland.

The Hirer may travel in any European countries with the exception of Turkey. Travel in countries outside Europe is only permissible after prior agreement with the Owner. Written confirmation from the Owner and an additional insurance premium are required before beginning the journey.

If you are travelling to Europe the Hirer will ensure that the hire vehicle has the correct level of breakdown cover to cover EU breakdown and ensure that the insurance cover provided includes travel within the EU.

To comply with EU traffic regulations, whilst travelling in Europe, you must carry the following items:

Fluorescent/High Visibility Jacket

Road Safety Triangle

Spare Bulbs

GB or EU sticker

Head Light Angle Adjusters.

These items are not provided within the Vehicle Hire Charge and are available as a Hire Extra EU travel kit, or often from the outbound port/ferry terminal.

From the 1st July 2012 drivers are required by Law to carry two breathalyser tests in the motorhome when travelling in France. Fines will be imposed if kits are not carried within vehicles. PLEASE NOTE: It is the Hirers responsibility to obtain these and government approved test kits will be made available at ferry & tunnel terminals for crossings to France.

6 Proper Care of the Vehicle

The Hirer is responsible for the care and security of the vehicle for the duration of the Rental Period and agrees to return the Vehicle to the Owner in same condition received, ordinary wear and tear excepted, on the date specified. The Hirer will be liable for additional costs and charges if due care has not been taken. This includes:

A charge of £150 if there is evidence that smoking has occurred in the vehicle.

A charge of £150 for cleaning if the vehicle is not returned in an acceptable state of cleanliness for whatever reason.

The full cost of making good any damage to the vehicle caused deliberately or by improper use.

The full cost of making good any damage to any equipment.

The full cost of making good any uninsurable damages as contained in the Post Hire Charges Schedule, including but not limited to damage to tyres, wheels, windscreen, windows and wing-mirrors and any internal damages (including cigarette burns) or breakages.

7 Insurance Conditions and Surcharges

The quoted hire price includes the minimum cost of Fully Comprehensive insurance. Full and accurate background information must be disclosed for each named Driver on the insurance questionnaire. The information will be reviewed for insurance risk and surcharges may be applied.

If you are aware of any circumstances which will make the cost of insurance prohibitive you should disclose and discuss this before you confirm your booking.

The vehicle is insured for the Rental Period ONLY. Late return of the vehicle will invalidate your insurance and will be an offence under the Road Traffic Act.

The insurance excess payable under the policy is £1250.

deposit: Based on the information disclosed in the insurance questionnaire, we may require the full insurance security deposit of £1250 GBP, to be paid prior to the commencement of the hire. The insurance security deposit is applicable to, but not limited to: foreign licence holders, non UK residents, higher risk category drivers, non UK mainland travel, inexperienced drivers, drivers under 25 or over 75, all male parties, high risk destinations and any drivers with accidents disclosed in the past 3 years. If a deposit charge applies, it will be notified to you prior to the hire commencement and will be charged automatically to the authorised credit card.

The deposit will be held and refunded after 28 days from the date of the return of the vehicle but may be longer in the event of an incident arising. The deposit will be refunded net of any non-insured costs, credit card handling fees (if refunded to a Credit or Amex card), a refund processing admin fee of £12 plus VAT will be charged.

Unless full payment is received for insurance surcharges and insurance bonds, we are unable to provide insurance cover. ClipperTrek reserves the right to cancel a hire if the insurance surcharge(s) and deposit are not paid in full prior to the commencement of hire. In these circumstances the total hire charge will as appropriate, become due and will be forfeited.

Insurance surcharges will be based on the circumstances and status of the Hirer and each Driver immediately prior to the commencement of the hire. Relevant factors include:

Drivers aged under 25 and over 75.

Drivers with less than 2 years driving experience.

Drivers with non UK driving licences.

Each current driving endorsement.

Each accident recorded in the past 3 years.

Existing medical conditions.

Drivers' occupations (applies to those are engaged in professional gambling, sport or entertainment, hawking or general dealing, street or marketing trading).

If our insurer applies a surcharge on the Drivers residential postal address then the Hirer will be advised as soon as practicable.

The surcharge rate is between £1 - £50 per day (per surcharge) and varies depending on the type of risk. The rate depends on the number of qualifying risk disclosures.

The daily insurance surcharge is the sum of each applicable insurance surcharge.

The total insurance surcharge is the daily insurance surcharge multiplied by the number of nights of the Rental Period.

Insurance surcharges are subject to Insurance Premium Tax and a £9 administration fee (Inclusive of VAT). The total insurance surcharge will be charged to the authorised credit card.

Although the vehicle is comprehensively insured, this does not cover personal items/losses. We strongly advise you to take out personal travel insurance cover prior to your hire.

8 Insurance Claims

The insurance policy excess is £1250.

In respect of each and every incident resulting in damage to the vehicle, the hirer shall pay to ClipperTrek an amount up to the appropriate excess on such insurance, towards or in settlement of the cost of making good any such damage on a full indemnity basis and the cost and expenses incurred by ClipperTrek in proceeding to recover the same from any third party. In the event of the Owner receiving from any third party any part of the amount of such costs, and provided the hirer shall have performed his/her obligations hereunder, ClipperTrek shall repay to the hirer the like part of such excess.

The Hirer is liable to pay the insurance policy excess for each incident if the cost of repairs is expected to exceed the policy excess. If repairs cost less than the policy excess, the Hirer shall be liable for the repair costs in full.

An Administration Charge of 10% of the total costs associated with the repair will be applied to any claims or losses arising from a period of hire.

We reserve the right to charge any amount up to the insurance policy excess along with any associated costs against the drivers or hirers credit/debit card provided.

In the event of break in or theft of the vehicle, the insurance excess is £1,250

The Hirer is also liable for cost of a report (£20) if damage is found.

9 Replacement vehicle policy

If the vehicle originally booked becomes unavailable, the owner reserves the right to offer you an alternative vehicle. The owner will always endeavour to provide a vehicle of similar size to suit travelling party requirements which will be similarly equipped. In this event, the hirer is not liable for higher rental charges.

If a smaller vehicle or lower grade vehicle is offered and accepted, the difference in charges will be refunded. If a larger vehicle is offered, the owner agrees to be liable for additional expenses e.g. higher ferry charges or road tolls and insurance costs.

10 Insurance Surcharges

Driver background information is required to be disclosed for each named driver on the insurance questionnaire. The information disclosed on the questionnaire will be reviewed for insurance risk and an insurance surcharge fee may be applied, which is in addition to the Vehicle Hire Charge.

A cumulative insurance surcharge may apply for each named driver. A surcharge may apply for: each current driving endorsement, Non-UK driving licences, Non-Uk Residents, Occupation, Home postcode, any accident recorded in the past 3 years & existing medical conditions.

The insurance surcharge rate is between £1 - £50 per day (per surcharge) and varies depending on the type of risk, including offence code(s), the endorsement(s) date, postcode. The insurance surcharge rate can increase depending on the additional number of qualifying risk disclosures.

The daily insurance surcharge is the sum of each applicable insurance surcharge. The total insurance surcharge fee is the daily insurance surcharge multiplied by the number of days of the hire period. Any insurance surcharges are applicable to Insurance Premium Tax & £9.00 administration fee.

Insurance Surcharge must be paid prior to the hire commencement.

11 Hire Security Deposit

A Hire Security Deposit will be charged to the Authorised Credit Card prior to the hire commencement.

The Hire Security Deposit will be refunded net of: any non-insured costs, credit card handling fees (If refunded to a Credit or Amex card), a refund processing admin fee of £15 (Inclusive of VAT).

A Hire Security Deposit will be held and refunded after 28 days from the date of the return of the vehicle but may be longer in the event of an incident arising. If a Hire Security Deposit applies, it will be notified to you prior to the hire commencement and will be charged to the authorised credit card.

A Hire Security Deposit must be paid in full prior to the commencement of the hire.

The Hire Security Deposit payment is £1250. In the following circumstances, a Hire Security Deposit is required

- a) Non UK residents
- b) Non UK mainland travel

- c) Drivers disclosing accidents, medical conditions & multiple endorsements in the past 3 years
- d) Overseas licence holders
- e) Drivers aged under 25 or over 75
- f) High Risk Occupation Drivers

12 Associated Damage Charges

In addition to the costs arising from repair costs, the following charges may apply:

- a) A minimum Administration Charge of 10% of the total costs associated with the repair costs
- b) The prevailing daily hire rate plus other charges, if applicable, for the duration of the actual time incurred by the repairing garage carrying out repairs arising from an incident, even if an account is forwarded to a third party to a maximum 5 days at the prevailing hire rate per incident
- c) All fines and court costs for parking, traffic or other legal violations assessed against the Vehicle, until Vehicle is returned, except where caused through fault of Owner. Hirer is liable as the owner of the vehicle in respect of: any fixed penalty offence committed in respect of that Vehicle under the Road Traffic Act 1988 and Road Traffic Offenders Act 1988; any excess parking charge which may be incurred in respect of that Vehicle in pursuance of an Order under Sections 45 and 46 of the Road Traffic Regulation Act 1984 or the Road Traffic Act 1991 during the period of hire;
- d) Any refuelling charge currently operated by the Owner;
- e) Owners costs, including reasonable legal fees where permitted by law, incurred collecting payment due from hirer hereunder;
- f) If damages occur to the vehicle during the hire period are due to negligence of the hirer, the hirer will be liable for the full fair market value of repairing damage to the actual Vehicle supplied, administrative fees, plus loss of revenue at the prevailing daily rate, diminishment of value, towing, transfer to warranty approved repairing garage, storage, impound fees, regardless of fault or negligence of the hirer or any other person, and regardless of whether damages are a result of an act of God during the hire period. Owner shall have the sole right and responsibility to repair the Vehicle. Damage should be reported to the office where the motorhome was collected as soon as possible and in any event within 24 hours after the Vehicle was damaged;
- g) In the event of theft, administrative fees, plus loss of revenue at the prevailing daily hire rate. If the Vehicle is stolen, it should be reported to the Owner immediately, and in any event within 24 hours after the Vehicle was stolen. It should also be reported to the Police

immediately and a crime reference number should also be obtained immediately.

h) Drop fees (The cost incurred in returning the vehicle to the original collection location) if the Vehicle is not returned to the collection point (as indicated on the motor rental agreement) without the written consent of the Owner;

i) hirer agrees to allow the owner to compute and debit final charges from Credit/Debit Card, if that is the form of payment used by hirer. If hirer seriously breaches this agreement, hirer agree to cease using the Vehicle and to pay all expenses incurred by Owner in returning the Vehicle to the collection point of rental.

13 During the Hire Period

(If you need advice on any issue please contact the Owner and leave a voicemail message if necessary).

Vehicle operation: Should you experience any difficulties with the operation of the motor home during the Rental Period, you are must immediately contact the collection point as indicated on your Reservation Confirmation email to enable us to offer assistance.

Breakdowns: In the unlikely event of a breakdown, the Hirer should seek the help of the appropriate breakdown company quoting the registration number of the vehicle. The Hirer is authorised to request repairs up to the value of £50. Repairs costing in excess of £50 must be authorised by the Owner PRIOR to the work being undertaken. Please contact the Owner.

Extension of the Rental Period: The Owner may, at their sole discretion, extend the Rental Period at the request of the Hirer. The Hirer will pay such additional deposit and charges as the Owner shall require. In the event of extension(s) the new date and time agreed for the return of the Vehicle shall then become the return date save where the context otherwise admits. In no event shall the Rental Period exceed three months in the aggregate.

In case of accident or damage: Damage should be reported to the office where the motor home was collected as soon as possible and in any event within 24 hours after the Vehicle was damaged. The Hirer shall in the event of an incident that results in damage to the Vehicle procure that:

- 1) The Driver of the Vehicle completes and delivers to the Owner the relevant accident report within 48 hours after the end of the Rental Period;
- 2) No admission of liability is made to any person in relation to such accident;
- 3) Any writ of summons or other document relating to any proceeding arising out of such accident is delivered forthwith to the Owner at the address on the motor rental agreement;
- 4) All assistance is rendered to the Owner and its insurers to the conduct of such proceedings including without prejudice to the generality of the foregoing permitting such

proceedings to be brought by the Owner in the name of the Hirer and defending any proceedings brought against the Hirer;

5) The Hirer shall pay or reimburse the Owner against all losses, liabilities, costs, actions, claims or demands which it may incur or have brought or made against it in relation to the Vehicle or its use and which are not recoverable under a policy of insurance whether the same is effected by the Owner or Hirer; and

6) The names and addresses of all witnesses thereto are collected and given to the Owner. For the purposes of the DATA PROTECTION ACT 1984, the Owner or any subsidiary of the Owner may hold and process by computer or otherwise the information given to Owner by the hirer or any Additional Driver to identify other products or services which might be relevant and for statistical analysis.

Theft of Vehicle: If the Vehicle is stolen, it must be reported to the Owner immediately, and in any event within 24 hours after the Vehicle was stolen. It should also be reported to the Police immediately and a crime reference number should be obtained.

14 Returning the Vehicle

Time is required to inspect the vehicle when you return it. We also require time to prepare the vehicle for the next hire. For this reason you must return the vehicle at the agreed time. Hiring's start and finish at the collection point unless otherwise agreed.

Your vehicle return time is shown on the Hire Rental Agreement. A fee of £25 per hour is charged for late return. The return time is shown on your Hire Rental Agreement.

No refund is given for the early return of the vehicle.

Should the late return of the vehicle make us liable for extra costs (e.g. compensation of the next hirer), we reserve the right to pass on these costs to you.

The return of the vehicle is normally confirmed in writing, signed by the hirer and the Owner.

If a full inspection has not been possible you may be contacted to discuss any damage discovered in your absence as soon as it is discovered.

The Hirer will be charged Drop Fees (the cost incurred in returning the vehicle to the original collection location) if Vehicle is not returned to the collection point (as indicated on the Hire Rental Agreement) without the written consent of the Owner.

Please refer to our **Post Hire Charges Schedule** which may apply on the return and inspection of the motorhome.