



Rover Rentals Terms and Conditions of Hire

Definitions

The following words or phrases have the same meaning wherever they appear throughout this document both in singular or plural form.

We, our, us, I, my – Rover Rentals and Helen Morgan both of 16 Burn Brae Place, Inverness, IV2 5TA

You, your – The **Hirer** and **Driver(s)** and any **Passengers** using the motorhome

Rover Rentals – the trading name of the business operating the **motorhome**

Hirer – the person who signs the contract to hire the **motorhome**

Driver – any person who drives the **motorhome**

Passenger – any person travelling in the motorhome who is not a **Driver** or the **Hirer**

Motorhome – the vehicle on hire from **Rover Rentals**

Excess – The amount **you** have to pay towards costs of repairs due to accident or damage to the **motorhome**

Insurer – the company providing **Rover Rentals** with the Insurance for the **motorhome**

Dog – The canine pet, male or female.

1. Booking Procedure:

- a. The Hirer shall complete a booking form, either on-line or by posting a paper copy to Rover Rentals. Note: Bookings made through our online booking system are provisional until confirmed by Rover Rentals.
- b. Rover Rentals shall undertake checks to ensure the Hirer and named Driver(s) meet the Insurers criteria.
- c. Once Rover Rentals has confirmed that the requested hire period is available and agreed your booking, a booking deposit of £300 for each week or part week is to be paid within 7 days. If the booking deposit is not received by the end of 7 days, then Rover Rentals reserves the right to cancel the booking. This booking deposit is non-refundable if you cancel your booking, except as detailed in sections 13c, 13d and 13e.
- d. The contract is deemed to be in place once the booking deposit has been received and these terms and conditions, including the cancellation policy, become binding. Provided these terms and conditions have been provided to you they are binding on you whether or not they have been signed by you.
- e. The balance of the hire charge is due to be paid at least 2 weeks prior to the first day of the hire. In the event that the Hirer fails to pay the hire charge in full 2 weeks prior to the start of their hire, Rover Rentals reserves the right to cancel the booking. In this event the booking deposit shall be forfeited.
- f. A security deposit is due to be paid at least 2 weeks prior to the first day of hire. The security deposit is refundable once the motorhome is returned without any damage or other expenses as per section 16.
- g. If the booking is made within 2 weeks of the hire date, the full hire charge and the security deposit must be paid at the time of booking.
- h. Some or all of the payment must be made by a cleared and traceable method, such as a Bank Transfer, a BACS payment, PayPal or a cleared cheque. If we incur a charge due to the payment method chosen, then this charge will be deducted from your security deposit.
- i. We shall not pass any of your details on to third parties with the exception of the Insurer or the Police and then only if we are required to do so.

2. Permitted Drivers: All Drivers of the vehicle on hire from Rover Rentals must:

- a. Agree to all of the terms and conditions contained in this document
- b. Be authorised by Rover Rentals, by providing the information required to verify their identity and driving record.



Rover Rentals Terms and Conditions of Hire

- c. Complete and sign a Rover Rentals Rental Agreement form prior to the hire commencing
- d. Be 21 or over and under 79 years of age, unless otherwise agreed by the Insurer
- e. Have held a full valid driving licence for 2 years issued in the United Kingdom or EU.
- f. Not have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or not have had their driving licence endorsed or suspended or more than 6 penalty points imposed. "Spent" convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded.
- g. Not have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any Motor Insurer.
- h. Not be engaged wholly or partly in professional entertainment or professional sports persons.
- i. Not be Jockeys or persons connected with racing, gaming industry or press of any sort.
- j. Not have been involved in more than one fault accident during the past 3 years whilst driving.
- k. Not be Foreign Service Personnel other than persons holding a full UK/EU licence for two years or more.

You are personally liable for any traffic offences, contravention of any law and legal penalties imposed due to your driving behaviour during the period of hire (e.g. parking tickets, speeding or traffic light fines, use of mobile phone whilst driving). Any penalty, follow up enquiry or enforcement procedure will be the responsibility of the Driver or Hirer, whoever is applicable.

3. Insurance: The motorhome hire includes fully comprehensive insurance for all Drivers approved by Rover Rentals and who have completed and signed a Rover Rentals Rental Agreement, covering the motorhome and its contents only.
- a. The insurance is only valid for the period of the hire. The period of hire is from the collection date and time to the specified return date and time.
 - b. In the event of a claim, the Hirer shall have to pay the insurance Excess for every individual or claim. However, this is subject to the Hirer complying with these the terms and conditions contained in this agreement, otherwise the Hirer shall be responsible for the full cost to repair any loss or damage incurred during the hire period of the motorhome.
 - c. The insurance Excess is as follows:
 - i. £500 for Drivers aged 25-75
 - ii. £750 for Drivers aged 23-24
 - iii. £1000 for Drivers aged 21-22
 - iv. £1000 for Drivers aged 76-79For Drivers aged 25-75 the security deposit shall be £300, with the outstanding £200 Excess due in the event that a claim is made. For Drivers aged 21-24 and 76-79 the security deposit shall be the total insurance Excess as detailed in 3c above.
 - d. The insurance does not cover you for:
 - i. Any claim where you did not abide by these Terms and Conditions.
 - ii. Any driving of the motorhome by non-authorized Drivers: this would constitute a traffic offence under the Road Traffic Act in which the Driver may be liable to prosecution.
 - iii. Anything after the period of hire has expired. The Hirer shall be liable for any damage to the motorhome, any personal injuries, third party property damage, third party injuries and other related liabilities after the insurance expiry date and time.
 - e. Rover Rentals advises that the Hirer and all Passengers obtain sufficient and fully adequate travel insurance that provides complete protection for them. We also advise all Hirers to obtain a separate 'hire car insurance policy' to cover the excess in the event of a chargeable incident.
 - f. The motorhome has a tow-bar which can be used only with the written permission of Rover Rentals. Details of the item you wish to tow must be sent to us at least two weeks prior to the start of the hire period, to enable us to confirm with the Insurers that this is covered in the insurance.



Rover Rentals Terms and Conditions of Hire

4. Restrictions of use:

- a. The motorhome shall only be used in the United Kingdom and must not be used in or on restricted areas of airports, airfields or military bases.
- b. The motorhome must not be used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle.
- c. A maximum of four people are allowed to travel in the motorhome, each of whom must be wearing a seatbelt while travelling in the motorhome.
- d. The motorhome must only be driven on sealed roads or on tracks leading to officially recognised campsites – all other roads must be agreed with Rover Rentals prior to driving. If you become stuck at any time while “Off Road” you will be responsible for any recovery costs. The breakdown cover is for roadside assistance only and does not include help or recovery if the vehicle is partly or completely buried in snow, mud, sand or water.
- e. The motorhome must not be driven in known adverse conditions or on uncleared roads which could result in it getting stuck in snow. If you become stuck in snow when the situation was avoidable / predictable, you will be responsible for any recovery costs. Your safety and the safety of the motorhome must always take precedence over reaching a destination on time.
- f. Rover Rentals reserves the right at any time and at their sole discretion to restrict vehicle movements in certain areas due to adverse weather conditions or any other reasonable cause.
- g. The motorhome shall not be used for the carriage of goods of an explosive, dangerous or hazardous nature or the carriage of goods or passengers for hire and reward. This does not refer to the two LPG cylinders stored in the locked gas cupboard.
- h. The motorhome shall not be used for racing, pacemaking or on any track, test circuit or off-road activity, or used in any contest, reliability or speed trial or used in connection with the Motor Trade.
- i. Rover Rentals does not allow the motorhome to be used in connection with large events or music festivals, such as T in the Park, Belladrum, Glastonbury, etc. Use at small events / music festivals may be permitted with written consent from Rover Rentals.

5. Safety and security of the motorhome:

- a. The Hirer is fully responsible for the hired motorhome during the period of hire.
- b. You must take all reasonable precautions to avoid loss of or damage to the motorhome.
- c. The Driver must at all times drive safely and responsibly, at a speed suitable for the road and weather conditions to ensure that he/she has full control of the motorhome at all times.
- d. You shall also take all reasonable care of the keys to the motorhome to prevent them being lost or stolen. You will be responsible for the full cost of replacing keys and locks (if required) if you lose the keys. The insurance only covers replacement in the event of keys being stolen, and you will be responsible for any excess payments.
- e. You must always take the keys out of the ignition and remove them completely from the motorhome when the motorhome is left at any time whatsoever (regardless of whether it is still within your sight). 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 motorhome.
- f. You must not leave the keys externally on or under the motorhome, or hidden nearby when the motorhome is left.
- g. You must close and lock all the windows and roof hatches and lock all the doors when leaving the motorhome.
- h. You must make every effort to ensure that the motorhome is not broken into during your absence from it, by locking it using the key fob (to ensure all hatches are locked and the alarm is activated) and ensuring valuable belongings are not visible from outside.
- i. You must not park in known high crime areas, even when staying with the motorhome.
- j. The gas must be turned off at the main bottles when driving.



Rover Rentals Terms and Conditions of Hire

- k. You are responsible for paying all campsite fees, parking charges, speeding tickets and other such costs relating to using the motorhome during your hire period.
6. Care of the motorhome:
- a. At the time of handover the motorhome will be clean and in a safe and roadworthy condition with all internal equipment working. Any existing damage will be recorded on the Rover Rentals Rental Agreement form at the time of handover and will be signed by both the Hirer and Rover Rentals. This will constitute a full agreement of any damage to the motorhome or contents prior to the period of hire.
 - b. You must maintain the motorhome in a roadworthy condition at all times by carrying out the checks listed in the User Manual, at the frequencies specified.
 - c. You must report any fault in or on the motorhome as soon as possible to Rover Rentals, allowing us reasonable time to locate parts and make any necessary repairs.
 - d. The motorhome must only be filled with diesel fuel. If you accidentally put in petrol, you must not start the engine and must ring the breakdown number immediately. The breakdown cover will arrange and pay for the motorhome to be drained and flushed of the contaminated fuel and refuelled with up to ten litres of diesel. If you drive the motorhome after having put petrol into it, or you put anything other than diesel into it, you will be responsible for the mechanical or component damage to the motorhome caused as a result of misfuelling.
 - e. When parked, the motorhome must be left in gear with the handbrake fully on.
 - f. If a low-water alarm sounds / flashes on the control panel, you must stop using the taps, shower or toilet flush immediately and not use them until the fresh water tank has been refilled.
 - g. If a low-battery alarm sounds / flashes on the control panel, you must stop using the batteries to power anything electrical in the motorhome immediately, to prevent damaging full discharge of the batteries. Driving the motorhome should recharge the batteries. If this does not happen, contact Rover Rentals.
7. Pets:
- a. The only pets allowed in the motorhome are dogs.
 - b. The space in the motorhome is suitable for one large dog (e.g. Labrador size) or two small / medium dogs. Permission must be granted from Rover Rentals if you wish to bring more dogs than this or an extremely large dog, e.g. a German Shepherd, Great Dane, St. Bernard.
 - c. Whilst travelling, the dog(s) must be in a safe location that does not impair or distract the Driver and does not endanger the Driver, the Passengers or the dog during travel or in the event of an emergency stop.
 - d. Any dog that is known to be incontinent, to be suffering from sickness or diarrhoea, or to be infested with fleas is not allowed in the motorhome.
 - e. You must provide your dog with sufficient time and opportunity to pee and poo outdoors. It must not be allowed to pee or poo in the motorhome. If it does so, you must fully clean up the mess immediately with an appropriate cleaning fluid and spray it with deodoriser.
 - f. Your dog must not be left alone and loose in the motorhome. Whenever possible take your dog with you, but if it is necessary to leave your dog in the motorhome it must be left in the soft cage provided. You must ensure the motorhome will not get too hot for your dog by closing curtains as appropriate. Sufficient water must be left for your dog. Your dog must not be left alone in the motorhome for more than 3 hours.
 - g. You will be responsible for any damage that is caused by your dog.
 - h. You must keep the motorhome in a reasonably clean condition by brushing any dog that sheds / moults before and as required during the hire, and by reasonably cleaning and drying your dog if it has become muddy and/or wet before it enters the motorhome.
8. General Conditions of use:
- a. Smoking is strictly prohibited inside the motorhome at any time, even with the windows open. Any



Rover Rentals Terms and Conditions of Hire

infringement of this rule will incur a charge of £250.

- b. Use of candles is not permitted in the motorhome
- c. Overnight parking other than on officially recognised campsites is permitted in Scotland providing that the Hirer adheres to the Road Traffic Act Scotland and the Countryside Code.
- d. The motorhome remains the property of Rover Rentals and Helen Morgan at all times and you shall have no rights to the motorhome other than as Hirer or the motorhome for the hire period. You must not sell, rent, lend or dispose of the motorhome or any of its parts and you must not give anyone legal rights over the motorhome.
- e. You must provide for all children travelling in the motorhome the correct type of child safety seat for their size / age.
- f. Children must not be left unattended in the motorhome.

9. Breakdowns:

- a. Included in your motorhome hire is Breakdown Assistance. If the motorhome breaks down during your hire period, please contact Rover Rentals first so that we are aware of the situation. Summary details of the Road Rescue Policy and the number to call for Roadside Assistance will be with the Insurance documents in the Rapido folder kept under the driver's seat.
- b. The spare tyre is stored underneath the motorhome and is secured in place by nuts. The socket and handle to remove the nuts are kept in the boot compartment. Changing of a wheel is included in the Roadside Assistance so must not be done by you due to the weight of the motorhome.
- c. If the motorhome needs parts and/or labour for the repair, you must try to contact Rover Rentals for approval prior to work commencing. If you are unable to contact us, we authorise you to spend up to £100. You must get a receipt for all work undertaken. Rover Rentals reserves the right to refuse the repayment if a valid receipt is not provided. Permission must be given by Rover Rentals in writing for any repairs over £100.
- d. If you have a breakdown that cannot be repaired or made roadworthy within 24 hours and you choose to stop using the motorhome, Rover Rentals will reimburse each remaining full day of hire lost unless we consider that your act or omission caused the breakdown.

10. Accident, damage or loss: In the event of any accident, damage or loss occurring to the motorhome, the you must:

- a. Not admit to a 3rd party guilt or liability or do/say anything which may be treated as an admission of guilt or liability.
- b. Take a record of the names, addresses and (as appropriate) insurance details of all 3rd parties involved and any witnesses.
- c. Notify the Police if there is any damage or injury to property, people or animals.
- d. Record and retain the unique reference number of a Crime Report if/when supplied and in all cases record the police unique reference number of the incident.
- e. Take photographs / make drawings and complete an Accident Report Form (kept in the Rapido folder under the driver's seat).
- f. Contact Rover Rentals as soon as reasonably practical to inform us of the situation
- g. Not abandon the motorhome without taking all reasonable steps to prevent any further damage or loss.
- h. Not drive the motorhome if it is not fully roadworthy.
- i. Return the fully completed Accident Report Form to us when you return the motorhome and in accordance with clause 3b pay the excess due under the insurance policy to us.
- j. You are responsible for any damage caused to the motorhome during the period of hire, including any caused by a third party. Rover Rentals will endeavour to get the damage repaired in the most economical way, either by using a third party or by purchasing the parts and undertaking the repair themselves. Rover Rentals reserves the right to deduct the cost of parts and repairs to the damaged equipment / items from your security deposit. Rover Rentals reserves the right to charge



Rover Rentals Terms and Conditions of Hire

a fee of £30 per hour for work undertaken by themselves to repair damage, which work shall be carried out as expeditiously as possible.

- k. If the damage is such that an insurance claim has to be made, your security deposit shall be forfeit and you shall be liable for any insurance Excess not covered by the security deposit.
- l. If you damage external or internal equipment/parts of the motorhome, please inform Rover Rentals as soon as possible so that we can order new parts and arrange for the repair prior to the next hire period.
- m. If the motorhome suffers mechanical or electrical failure that cannot be repaired and made roadworthy in 24 hours and you choose to stop using the motorhome, Rover Rentals will reimburse each remaining full day of hire lost unless we consider that you were responsible for the failure.

11. Liability:

- a. Rover Rentals accepts no responsibility or liability for any death or personal injury sustained by the Hirer, Drivers, Passengers or dogs, or any third party except as a direct result of our negligence.
- b. Rover Rentals accepts no responsibility or liability for loss or damage incurred to your property, including but not limited to:
 - i. Any loss or damage caused by breakdown, mechanical defect, accident or the motorhome being unsuitable for the Hirer's purpose
 - ii. Any loss or damage to any property left in or on the motorhome or handled by Rover Rentals, including vehicles left at Rover Rentals' premises.
- c. Subject to any insurance arrangements agreed with Rover Rentals, the Hirer shall not have recourse to Rover Rentals, 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 motorhome.
- d. You are liable for the payment of all charges, fees & costs arising from any congestion charge, bus lane penalties, speeding fines, road traffic offence, or parking offence involving the vehicle during the currency of the hiring agreement, including costs from the vehicle being clamped, seized or towed away & any charges/costs (or failure to pay) of the appropriate organisation if & when they ask for these payments together with our administration fee. You must advise us as soon as you become aware of any such charges incurred.

12. Availability of the motorhome: Rover Rentals will make every effort to ensure the motorhome is available for the booked hire period.

- a. In the event that Rover Rentals is obliged by law, or by the local authority, not to hire out the motorhome on the date booked, the booking shall be transferred to a future date within one year of the cancellation date. The booking deposit shall be retained for the rescheduled booking. If the full hire charge and/or security deposit have been paid, these shall be refunded immediately. In the event that it is not possible for another booking to be made, the booking deposit shall be refunded.
- b. In the event that the owner of Rover Rentals contracts Covid19 or is required to self-isolate due to contact with someone who has the virus, Rover Rentals shall employ an alternative person who does not have Covid19 to prepare the motorhome. If Rover Rentals is unable to employ an alternative person, then we will refund the Hirer all monies including the booking deposit and shall have no obligation to provide a replacement vehicle.
- c. In the event that Rover Rentals has to cancel a booking due to any unforeseen event(s) or circumstance(s) which we could not, even with all due care, foresee or avoid, then we will refund the Hirer all monies including the booking deposit and shall have no obligation to provide a replacement vehicle.
- d. We regret that Rover Rentals cannot accept responsibility or pay any compensation, costs or expenses where it has not been able to provide the motorhome on the date booked. This includes any delays to and/or restrictions to your hire to which you may be subject

13. Cancellation Policy: Once your contract is in place, the cancellation policy below applies:



Rover Rentals Terms and Conditions of Hire

- a. All cancellations must be submitted in writing or by email, with a text message to alert us that this has been sent. A text message alone is not sufficient. It is strongly advised that you take out your own insurance against any unavoidable cancellation.
- b. For all cancellations where the full hire charge and the security deposit have both been paid, the security deposit shall be refunded.
- c. For all cancellations where Rover Rentals obtains another booking to cover your hire period, then the full hire charge shall be refunded.
- d. If Rover Rentals obtains another booking that only covers part of your hire period a pro-rata refund for the days covered by the new booking shall be made. If three or more days of your hire period remain, then a pro-rata refund shall be made for these as per section 13e. If one or two days remain, the hire charge for these shall be forfeited.
- e. In the event that no alternative booking for the hire period has been obtained and the full hire charge has been paid, Rover Rentals shall make the following refunds in relation to the hire start date:
 - i. More than 14 days before: the booking deposit is non-refundable but at the discretion of Rover Rentals the booking (and booking deposit) may be transferred to a future date within one year of the cancellation date.
 - ii. Between 14 to 8 days before: 50% of the full hire charge less the non-refundable booking deposit.
 - iii. Between 3 to 7 days before: 25% of the full hire charge less the non-refundable booking deposit.
 - iv. Three days or fewer before: 0% of the full hire charge.
- f. If you pick up the motorhome late, or shorten the length of time you use the motorhome from your original booking, Rover Rentals will not refund any unused days or discount part days. If you know you are going to be late collecting the motorhome, please advise Rover Rentals as soon as possible.

14. Contract Agreement:

- a. This Agreement constitutes the entire agreement between the Hirer and Rover Rentals. There are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement. Rover Rentals reserves the right to add or amend these Terms & Conditions without prior notice at any point before the Rover Rentals Rental Agreement form(s) are signed. Additions to or alterations of the terms of this agreement shall be null and void unless agreed upon in writing by all concerned parties. This agreement together with the documents titled 'Rover Rentals Rental Agreement' will form the full contract of the hire agreement between Rover Rentals and the Hirer.
- b. At the time of writing, Rover Rentals 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.
- c. This agreement shall be governed by Scottish Law.

15. Termination of the agreement: Rover Rentals reserve the right to cancel the contract with immediate effect and repossess the motorhome at any time, without notification. In the event of such termination or repossession, the Hirer shall have no right to a refund of any part of the rental charges or the security deposit if:

- a. The Hirer is in breach of any terms of the contract.
- b. The Hirer has obtained the vehicle through fraud, misrepresentation or any criminal act.
- c. The motorhome appears to be abandoned.
- d. The motorhome is not returned on the agreed return date, or Rover Rentals reasonably believes that the vehicle will not be returned on the agreed return date and time.
- e. Rover Rentals considers on reasonable grounds that the safety of Passengers or the condition of



Rover Rentals Terms and Conditions of Hire

the motorhome is endangered.

- f. The motorhome 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 mis-appropriated. Under these circumstances Rover Rentals will report the motorhome as stolen and instruct all measures to be taken for the return of the vehicle.

16. Return of the motorhome:

- a. Return times and locations shall be agreed between Rover Rentals and the Hirer prior to the start of the hire period. If you realise you might be late returning the motorhome, contact Rover Rentals as soon as possible. Rover Rentals reserves the right to charge £50 if the motorhome is returned 1-2 hours late, and a full day's hire if the motorhome is returned more than two hours late.
- b. You must return the motorhome in a reasonably clean condition, with an empty toilet cassette and an empty waste water tank. Rover Rentals reserves the right to charge a £50 cleaning charge if the motorhome is returned in an unacceptable state and £50 if the toilet cassette is not empty or the locker containing the toilet cassette is in an unacceptable state.
- c. The motorhome will be hired out with a full tank of diesel. You must return it with a full tank, filled until the automatic cut-out on the pump operates. If the motorhome is not returned with a full tank, Rover Rentals reserves the right to charge a £20 service charge plus the cost of diesel to fill the tank.
- d. You authorise Rover Rentals to deduct any payments from the security deposit for penalties, charges, unpaid fines, toll-roads, fees and damages you have incurred during your hire period. If we receive a request for payment for any of the above after we have refunded your security deposit, we reserve the right to recover these costs from you by request. This will incur a £25 administration fee.
- e. If you breach these terms and conditions, or cause loss or damage that exceeds the security deposit, Rover Rentals shall retain the full security deposit and seek the additional outstanding balance from you.
- f. The security deposit shall be refunded to you, less any deductions, within 14 days of the return of the motorhome. If the return of the security deposit incurs a bank transaction fee, the amount of this fee shall be deducted from your security deposit.