



Rover Rentals Terms and Conditions of Hire

Definitions

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

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 – and 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**
- 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 non-refundable security deposit of £300 for each week or part week is to be paid within 7 days. If the security deposit is not received by the end of 7 days, then **Rover Rentals** reserves the right to cancel the booking.
- d. The contract is deemed to be in place once the security 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 remaining balance is due to be paid at least 8 weeks prior to the first day of the hire. In the event that the **Hirer** fails to pay the balance in full 8 weeks prior to the start of their hire, **Rover Rentals** reserves the right to cancel the booking. In this event the deposit shall be forfeited.
- f. If the booking is made within 8 weeks of the hire date, the full balance and the deposit must be paid at the time of booking.
- g. 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** deposit.
- h. **We** will 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 requested 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.
- c. Complete and sign a Hirer Drive Proposal form prior to the hire commencing
- d. Be 25 or over and under 75 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, the EU, the USA, Canada, Australia or New Zealand.
- 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



Rover Rentals Terms and Conditions of Hire

may be disregarded.

- g. Not have had their insurance declined 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 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 'Hirer Drive Proposal', 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 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.
- d. **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.
- e. 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.

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



Rover Rentals Terms and Conditions of Hire

of the **motorhome** must always take precedent 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.
- k. **You** are responsible for paying all

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 'Hirer Drive Proposal' 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,



Rover Rentals Terms and Conditions of Hire

or **you** put anything other than petrol 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 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.



Rover Rentals Terms and Conditions of Hire

- 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** deposit. **Rover Rentals** reserves the right to charge 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 **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.
 - l. 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



Rover Rentals Terms and Conditions of Hire

- 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. 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 and shall have no obligation to provide a replacement vehicle. **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:
 - 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. Charges for **your** cancellation in relation to the hire start date are as follows:
 - i. More than 8 weeks before: the deposit is non-refundable but at the discretion of **Rover Rentals** may be transferred to a future booking made within 6 months of the cancellation date.
 - ii. More than 6 weeks but less than 8 weeks before: 30% of the full hire charge
 - iii. More than 4 weeks but less than 6 weeks before: 60% of the full hire charge
 - iv. More than 2 weeks but less than 4 weeks before: 80% of the full hire charge
 - v. Less than 2 weeks before, or No-show: 100% of the full hire charge
 - c. 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 Hirer Drive Proposal 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 'Hirer Drive Proposal' 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



Rover Rentals Terms and Conditions of Hire

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 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** 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 £300 security deposit, **Rover Rentals** shall retain the full deposit and seek the additional outstanding balance from **you**.
- f. The security deposit will be refunded to **you**, less any deductions, within 14 days of the return of the **motorhome**. If the return of the deposit will incur a bank transaction fee, the amount of this fee will be deducted from **your** deposit, or **you** can opt to receive the deposit as cash during handover.