

# ALBA MOTORHOME HIRE

## Terms and conditions of Campervan Hire

*These Terms and Conditions as stated within supersede all previous versions whether online or in printed format.*

The terms used throughout correspond to the following-

'Alba Motorhome Hire' refers to the registered keeper of the campervan/motorhomes with depots based in Dundee and West Dunbartonshire.

'Driver/Hirer' relates to the person(s) named under the terms of the Rental Agreement.

'Campervan/Motorhome' relates to the vehicle which has been hired under the terms of the Rental Agreement and any substitution vehicle that has been supplied under those terms. All items supplied with the vehicle including but not limited to toolkit, spare wheel or fast fix kit, fire extinguisher, first aid kit, vehicle documentation and any items supplied as part of the basic vehicle inventory including cooking and dining equipment and camping table and chairs.

'Rental Agreement' relates to the hire documentation as signed by the hirer on collection of the vehicle detailing the hire period as well as the full details for the hirer and vehicle.

'Rental Period' relates to the date and time of collection to the agreed date and return time and the time that the hirer legally has possession of the vehicle unless previous contact with Alba Motorhome Hire has been made and agreed to return at a time not stated on the Rental Agreement.

'Security Deposit' is the amount held at commencement of hire for any purpose as listed under section 8 - Security Deposit.

### **Driver Qualification**

The hire of a Campervan or Motorhome from Alba Motorhome Hire is subject to the hirer and any additional drivers meeting the following conditions:

- Must be between the ages of 25 and 70.
- Must have held a full driving licence for a minimum of 2 years.
- Must hold a driving licence with entitlement to drive vehicles up to 3500kg MGVW.
- Holders of a UK driving licence must be able to produce a DVLA access code.
- Must not have any physical or mental defects or infirmities or any other medical condition that is required to be disclosed to the license issuing authority.
- Must not have had any insurance declined, policy cancelled, or renewal refused.
- Must not have any more than 6 points on their licence for minor offences such as speeding.
- Must not have been disqualified from driving within the last 5 years
- Must not be connected in Hawking or general dealing (market trader, merchant, second-hand dealer).
- Must not be a scrap merchant, vehicle dismantler or breaker.
- Must not be wholly or partly engaged in professional entertainment or professional sports person.
- Must not be a jockey or person connected with racing of any sort.
- Must not be involved in professional gambling (other than as a clerical worker).
- Must not be an undergraduate or student under 25 years of age.

- Must not have been involved in more than one accident in the past 3 years whilst driving and may require referral if costs exceeded £5,000.
- Must not be Foreign Service Personnel other than a person holding a full valid UK or EU driving licence for 2 or more years.
- Hirers with licences issued in the EU, EEA, Australia and New Zealand and over 25 years with a minimum 2 years driving experience. Other licence holders may be considered on a case by case basis and may require additional costs and security deposit.

### **Insurance**

Fully comprehensive insurance cover is included for the hirer of the Campervan/Motorhome providing the hirer meets the conditions as set out in Section 2 - Driver Qualification.

There may be 2 additional drivers added to the rental agreement, providing they meet the conditions as set out in Section 2 - Driver Qualification and an additional driver fee of £5.00 per day per driver is paid.

The insurance only covers damage to the exterior of the motorhome in the event of any accident with a 3rd party or property and excludes 'roof damage' which is deemed as wilful negligence. Interior furniture and fittings as well as any additional items included under the terms of the Rental Agreement are not covered for any loss or damage, these items will be charged at a cost of replacement and any related costs associated with the replacement.

The insurance is only valid for the period shown on the Rental Agreement. Any return later than that shown on the Rental Agreement or allowing a person that has not been named on the Rental Agreement to drive, will invalidate the insurance cover and constitute a traffic offence under the Road Traffic Act in which the driver and/or hirer will be liable to prosecution. In the event of the insurance being invalidated, the hirer/driver accepts that they are liable in full for any damage to the motorhome, personal injuries, third party property as well as any other related liabilities after the expiration time of the insurance cover. An additional surcharge will also be applied to the hirer at a rate of £50 per hour for the first 3 hours or part thereof and the balance of the security deposit thereafter. Any additional cost incurred by Alba Motorhome Hire will also be re-charged in addition to the surcharge.

In the event that it is discovered that the hirer/driver does not meet the criteria set out in Section 2 - Driver Qualification, the insurance cover will be invalidated, and Alba Motorhome Hire will hold the hirer responsible for all fines, losses, damages and other costs.

In the event that any of the criteria set out in Section 2 - Driver Qualification has an insurance surcharge applied, the hirer agrees they will bear this additional expense.

The hirer shall be responsible for any and all of Alba Motorhome Hire uninsured losses which may arise as a result of the hire.

During the period of hire, the hirer/drivers agrees that the Campervan/Motorhome shall not be:

- Driven outside of Scotland, England or Wales unless given express permission and paid any relevant insurance charges.
- Driven in a manner that is not cautious, prudent or normal, or which could cause damage.
- Driven on any unsealed or unauthorised roads or in an area that is designated as prohibited.
- Driven on any beaches or in any salt water.
- Driven by a person that is deemed to be unfit to drive through consumption of alcohol or drugs or where the legal limit of the blood alcohol level has been exceeded.

- Driven by any person(s) not being named on the Rental Agreement at the commencement of the hire.
- Driven by any person who has given a fictitious or false name.
- Left unattended while being unlocked.
- Left with the keys in any area of the vehicle.
- Used for travel to rock festivals or unauthorised sporting events.
- Used for any illegal purpose or for any speed trials, race, rally or contest.
- Used to propel or tow any vehicle or trailer.
- Used to carry any passengers or property for hire or reward.
- Used to carry volatile liquids, gasses, explosives or other corrosive or inflammable material.
- Otherwise in accordance with the terms as stated and agreed under this Rental Agreement.

During the period of hire, the hirer is responsible for the following-

- Keeping the motorhome under their control throughout the hire period.
- Ensuring the vehicle is locked when unattended.
- Keeping the keys safe at all times. All costs to replace lost or damaged keys will be the responsibility of the hirer. 1 set of keys is given to the hirer at the start of the rental. Duplication of the motorhome keys is expressly prohibited.

In the event of more than one claim being presented, the hirer accepts that they are liable for the excess amount for each and every incident.

Claims involving 3rd parties also have the excess payable until reimbursement has been received from the 3rd party insurers after which time the amount will be returned. Alba Motorhome Hire cannot be held responsible for the time that insurance claims take to be settled.

### **Bookings**

Enquiries can be made using the online enquiry form on the website, by email to [albamotorhomehire@gmail.com](mailto:albamotorhomehire@gmail.com) or by calling 07799814453.

A £250 non-refundable deposit will be required to confirm a 4 day or more hire & £150 non-refundable deposit for 3 days hire or less. Deposits will be deducted from the total hire charge providing the rental start date is more than 4 weeks away, otherwise the full hire amount will be due.

Amounts less than £200 will be payable in full at the time of booking.

If a selected vehicle or selected dates are no longer available, alternatives will be offered before confirming the booking. A booking is only confirmed once the customer has received a booking confirmation.

All outstanding hire balances must be paid no later than 30 days prior to collection. If a booking is not paid within this time it will be cancelled and all deposits will be non-refundable. If the rental is still required, a 2.5% interest on the balance will be added daily until the outstanding balance is paid.

Payment of the booking deposit states that you have read and agree to all the terms and conditions as stated herein. All payments for rentals must be paid by credit/debit card, bank transfer, paypal or cash. We do not accept cheques.

Any changes to the rental booking including changing dates or vehicle type will be charged at £50. All payments are made in GBP. The customer must inform Alba Motorhome Hire if they wish to take the campervan/motorhome off of mainland UK and pay additional charges for doing so. This will cover the areas of:

Northern Ireland

Republic of Ireland

Continental Europe (minimum 7 days, maximum 15 days hire, must have a minimum of 14 days' notice prior to rental start date). Up to 30 days may be arranged subject to insurance approval and any additional costs paid. We cannot cover any periods over 30 days.

### **Cancellations**

In the event of a cancellation by Alba Motorhome Hire, the full paid amount will be refunded.

In the event of a cancellation by the customer, the following fees will apply-

More than 4 weeks before the start date of the hire – loss of deposit

Between 2 and 4 weeks before the start date of the hire – 50% of total hire charge

Two weeks or less or in the event of a no-show – 100% of total hire charge

All cancellations must be submitted in writing to [albamotorhomehire@gmail.com](mailto:albamotorhomehire@gmail.com). It is strongly advised that hirers take out their own insurance against any unavoidable cancellation.

### **Collection of Motorhome**

The collection of the motorhome is available between 2-2.30pm. This is to allow for cleaning and preparation from the previous hire. When you are collecting your motorhome from our Dundee depot, please enter Nairn street by the southern entrance.

We can accommodate off street parking of your vehicle whilst you use the motorhome – this is done at the total liability of the customer, and Alba Motorhome Hire accept no responsibility for any damage to your vehicle whilst parked.

On collection of the campervan/motorhome, the hirer and any additional driver must present the following:

- Driving licence held for a minimum of 2 years
- If a UK resident, 2 utility bills or bank statements dated within 3 months prior to the start date of the rental in their name and a DVLA check code
- If an international customer, a passport must be presented
- Credit or debit card in hirer's name for the stated security deposit.

Failure to supply the required documents will be deemed as the customer no longer wishes to rent the motorhome and there will be no refund due.

The hirer accepts liability for all drivers of the motorhome/campervan and it is their responsibility to ensure that no one other than those stated on the rental agreement, having met the driver eligibility requirements as stated by the insurance company, are permitted to drive.

The hirer acknowledges delivery of the motorhome and the contents free from any defect or damage and complete other than as specified by Alba Motorhome Hire. The hirer is advised to check the motorhome thoroughly before leaving and any existing damage is reported.

Alba Motorhome Hire will endeavour to have your motorhome ready for the collection time stated, however, are unable to guarantee that it will be ready due to unforeseen operational issues. In the event that the motorhome is not ready at the stated collection time, Alba Motorhome Hire are under no obligation to offer any refunds or a revised return time nor any compensation for pre-booked ferries/events etc. The motorhome must still be returned at the stated time.

Motorhome keys and control. The hirer will be issued with one set of keys at the start of the rental, it is the hirers responsibility to ensure they are kept safe at all times.

The hirer is responsible for ensuring that seatbelts are worn by all passengers in the manner they were designed for.

Alba Motorhome Hire will not be responsible for any third-party damages or claims in connection with or as a consequence of any accident or breakdown.

Every effort is made to ensure the hire motorhome is in a roadworthy and safe condition before the commencement of the hire. The company shall not be liable for any consequences arising from any defects or mechanical failure of the motorhome which all reasonable precautions have been taken to prevent such occurrences.

The motorhome is provided with a full tank of fuel, it is the hirer's responsibility to refuel the motorhome while on hire and prior to returning to Alba Motorhome Hire.

A full gas cylinder is supplied with the motorhome. If additional gas is required, it is the hirer's responsibility for the cost.

The hirer is responsible for checking the oil and water levels of the engine on a daily basis and any other necessary motorhome components such as, tyre pressures/condition etc.

The hirer is responsible for the payment of any toll road charges as defined by the toll road authority.

### **Substitution of Motorhome**

Alba Motorhome Hire will do everything to provide the motorhome/campervan as booked, however, in any instances out of our control, we reserve the right to offer a substitute vehicle subject to all the terms and conditions of the agreement. If the substitute vehicle is in a lower tariff, the difference of the rental costs will be refunded, if it is in the same or higher tariff, there will be no refund and also no additional charge.

Alba Motorhome Hire will not be held liable for any additional costs that may arise due to the substitution of the motorhome/campervan, this includes but is not limited to ferry crossings, campsite fees etc.

### **Security Deposit**

Prior to collection of the motorhome/campervan, a security deposit of £1000 is required.. These funds will be pre-authorized and will only be accessed in the event of the motorhome/campervan not being returned in the same condition that it was rented in.

Any damages/breakages found during the vehicle return inspection will be charged for with the addition of an administration fee of £25.

Any parking, speeding or other actions that contravene the Road Traffic Act, that include but are not limited to bus lane contraventions, driving through traffic lights while they are at red or any other endorsable citation will be charged at £25 per contravention for administration purposes, this applies whether on public or private land.

All payments are made in GBP, Alba Motorhome Hire cannot be held liable for any fluctuations in the exchange rate or for any charges applied by the payment provider.

The security deposit will be held in case of any incidents with the campervan/motorhome. In the event of an incident occurring, the security deposit will be retained immediately, and a further authorisation will be required for the rental to continue.

## **Breakdowns**

All motorhomes/campervans supplied by Alba Motorhome Hire are checked prior to the start of each rental. It is the hirer's responsibility to check the oil, water and tyres on a daily basis to reduce the risk of breakdowns.

In the event of a mechanical breakdown, please contact the appropriate breakdown service for the vehicle- (This will be confirmed on hire)

Alba Motorhome Hire must be made aware of any breakdown at the earliest convenience either by telephone to 07799814453 or by email to [albamotorhomehire@gmail.com](mailto:albamotorhomehire@gmail.com)

Alba Motorhome Hire will reimburse the hirer for reasonable costs incurred up to £50 which must have a valid receipt provided on return. Any costs over £50 must be authorised by Alba Motorhome Hire prior to the expenditure. Any costs not authorised will be at the expense of the customer.

Alba Motorhome Hire will not be held liable for any additional costs incurred for hotels, replacement vehicles or consequential expenses as a result of any breakdown.

Any breakdown that is deemed to be operator error, for instance, leaving the vehicle headlights on causing the vehicle battery to go flat, will be at the cost of the customer.

In the event a breakdown is caused by mis-fuelling, the hirer is liable for all costs incurred including draining and flushing the fuel system, any engine parts including seals that need replaced including the relevant labour charge due to the mis-fuelling along with a full tank of fuel.

## **Accidents**

In the event of the motorhome being involved in an accident, however small, the full details must be reported. For reporting, in the first instance you must contact us by telephone and advise of the damage – if it is out of hours, please notify us by text. You must also complete an accident form, which you will find in the dashboard of the vehicle.

The hirer participates as an insured driver under a comprehensive motorhome insurance policy. The hirer agrees further to protect the interest of Alba Motorhome Hire and the insurance company in the event of an accident during the hire term by:

Notifying the police immediately if there is property damage or if people are injured and in order to determine fault for insurance purposes.

Not admitting any guilt or liability.

Obtaining names and addresses of parties involved and witnesses.

Not abandoning the motorhome without adequate provisions for safely guarding and securing same.

Notifying Alba Motorhome Hire immediately of any loss or damage occurring to the motorhome and of any fault. Please indicate if the motorhome is not roadworthy or is liable to cause danger to any person or property.

The motorhome should not be used until the damage has been repaired, corrected and fault determined.

The hirer is liable for any and all overhead damage however caused.

All incidents related to tyres including punctures are the hirer's responsibility.

Responsibility for damage to the contents of the motorhome while on hire lies with the hirer.

Personal possessions are not covered. The company shall not be liable for loss or damage to any property left, stored or transported by the hirer or any other person in the motorhome either before or after the return to Alba Motorhome Hire. The hirer hereby agrees to hold the company harmless from and indemnify Alba Motorhome Hire against all claims based upon or arising out of such loss or damage. Hirers are strongly advised to take out holiday insurance.

### **Return of Motorhome**

The motorhome must be returned between 9am - 10am as shown on the rental agreement, failure to return at the specified time will incur a charge of £50 per hour for the first 3 hours or part thereof after which the full security deposit will be chargeable.

There is no refund for returning earlier.

When you are returning your motorhome from our Dundee depot, please enter Nairn street by the southern entrance.

On return, the motorhome will be given an initial check over to look for any apparent damage or missing articles, a full check will be carried out during the cleaning process. Any issues including cleanliness, damage, missing items, fuel etc, will be communicated prior to the charge being taken and an invoice supplied showing the costs of repair/replacement.

The security deposit will be returned within 7 days of the return of the motorhome less any charges as noted.

Please ensure that you have refuelled prior to returning otherwise refuelling will be charged at £1.50 per litre plus £25 admin fee.

Providing there are no issues found when the vehicle has been checked, the security deposit will be released within 7 days. Once this has been processed, we have no control over the time it will take to appear back in your account. If you have not received it within 28 days after your return date, please contact us and we will assist where we can.

### **Damage to the Motorhome**

In the event that the campervan/motorhome is returned with damage, the cost will be charged at the retail price of the part plus the labour fee for fitting the replacement part. Any damage to the bodywork will be sent to the bodyshop for assessment prior to the charge being made.

If damage has occurred to the roof section, (the roof considered to be any area above the level of the windscreen) will be charged at the full cost of repair out with the terms of the insurance, damage to this area is considered negligent and as such is not covered by the insurance, these repairs can be over £10,000.

In the event that diesel has been added to the water system, DO NOT RUN THE TAPS, return immediately to Alba Motorhome Hire where they will empty the water tank out to prevent damage to the water system. In this case, the rental will be deemed to be cancelled with any costs incurred being charged to the customer. If the taps have been run, the cost of replacing the water system is £6,500 which is fully payable by the customer.

In the event that charges, including damage repairs and replacement exceed the level of security deposit paid, you will be charged any additional sum to cover this excess and that sum which will be due immediately at the end of the hire.

Any damage to the engine due to the fluids not being checked regularly or due to filling with incorrect fuel will be charged at the full cost of the repairs plus loss of use.

### **Pets**

Alba Motorhome Hire welcome well-behaved dogs into our hire campervan/motorhomes. The additional cost for a pet is £10 per day, or £50 minimum. It is the responsibility of the hirer to ensure that any dog travelling in one of our motorhomes/campervans is properly restrained and that any soft furnishings are covered.

Alba Motorhome Hire must be advised at the time of booking if a dog will be included in the party. We will not accept any pets on the day of collection of the campervan/motorhome that have not been disclosed in the booking. This will result in the cancellation of the booking and full payment will still be due.

It is the hirer's responsibility to ensure that the motorhome is returned in the same condition and that any paw prints have been removed from furnishings.

### **Smoking**

Smoking is strictly forbidden inside the motorhome, even with the windows open. Any infringement of this rule will incur a minimum charge of £300.

### **Weather Conditions**

Alba Motorhome Hire cannot be held responsible in the event of any damage or inconvenience caused by inclement weather. This includes but is not limited to rooflights or windows being blown off.

### **Specific Usage of Motorhome**

The motorhome must not be used on any off-road surfaces, and must be driven on paved roads only. The motorhome must also not be used for visits to safari parks, animal sanctuary's or wildlife centres. All our vehicles are fitted with trackers which will monitor your locations visited.

### **Availability**

Although every effort is made to ensure that the reserved motorhome is available, at times due to operational issues out with our control, a suitable replacement is available. However, there may be circumstances where it is not possible for us to honour a reservation in which case all payments received by the company will be reimbursed and Alba Motorhome Hire will not be held liable for any additional costs incurred.

### **Changes to Terms and Conditions**

We reserve the right to alter the rates and conditions at any time. We also reserve the right to refuse or cancel a hire to any person without warning or explanation. Additions to, or alterations of the terms of this agreement shall be null and void unless agreed upon in writing by all concerned parties.

### **Ending the Agreement**

Alba Motorhome Hire will end the agreement immediately and repossess the motorhome if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We will also end this agreement and repossess the motorhome if you do not meet any of the conditions of this agreement or have obtained the motorhome through fraud or misrepresentation, or the motorhome appears to be abandoned. If you are a company, we will also end this agreement immediately and repossess the motorhome if you go into liquidation or you call a meeting of creditors.

If we end this agreement, it will not affect our right to receive any money we are owed under the conditions of this agreement.

### **Governing Law**

This agreement is covered by the laws of Scotland. Any dispute may be settled in the courts of that country.

### **Data Use**

All customer details held by Alba Motorhome Hire will only be used for the purposes of any rentals and will not be passed to any 3rd party unless it is directly connected to a rental, for example, the police, insurance company or for the processing of any charge notices that are received by the company.

### **COVID19**

We have a COVID19 Policy that we would refer all our customers to, and would strongly recommend you read this document before booking and also before your holiday.



