



Terms & Conditions

1. Hire rates quoted include the following:

- Unlimited mileage
- Fully comprehensive insurance
- 24-hour breakdown cover in the UK

UK hire does not include Northern Ireland, Jersey or Guernsey. The Hirer will be liable for recovery and transport of themselves and the hire vehicle in the event of a breakdown and any additional fees incurred if the Hirer fails to inform Kelpie Campers of their intent to travel outside Scotland, England and Wales.

2. Insurance

The vehicles have comprehensive insurance for the Hirer and any other named driver. The standard excess for all rates of hire is £500. The Hirer is liable for the first £500 for any damage to the vehicle or third party property. The Hirer will also be fully liable for replacement or repair of windscreen. You are advised to take out your own personal effects and travel insurance to cover items not part of the insurance, last minute cancellations etc.

3. Breakdown

In the unfortunate event the vehicle breaks down; please call the 24-hour breakdown recovery line. All our vehicles have UK and European breakdown cover with AXA Assistance. Useful phone numbers are listed in the Camper Manual inside the campervan. In the event of a breakdown, please inform Kelpie Campers immediately. If you incur any minor repair bills (reasonably incurred to rectify mechanical failure to the drive train or engine of the vehicle) we will reimburse you up to £50. This will not include repairs to the water system, refrigerator, heater or audio equipment. You will need to produce a valid receipt on the completion of your hire (provided the Hirer was not directly responsible for any damage). Repairs costing in excess of £50 must be authorised by Kelpie Campers prior to the work being undertaken. A replacement van may be offered but this will be subject to availability. Kelpie Campers cannot accept liability for any costs arising from accident, breakdown or any other cause, e.g. replacement van costs, travel, accommodation, telephone calls, etc. Our liability extends to either replacing your van with a similar one or refunding your hire charge for any days you lose the total use of the vehicle. You will need to return to our premises, at your own cost, but preferably with the breakdown service returning the original campervan, to collect a replacement vehicle, if one is available. If you have caused the breakdown through your own actions you will be liable for all costs incurred and we will not refund you any unused days of hire. If you have broken down you must remain at a safe distance from the van until the AXA Assistance team arrives. You may not abandon the van at the roadside. You must hand over the keys to the



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authorised AXA Assistance vehicle driver. If you abandon the vehicle, we will deduct any transport and labour costs incurred in returning the vehicle to our site and any costs arising from loss or damage to the van whilst it is unattended from your security deposit.

4. Security Deposit

A security deposit of £500 is required prior to hiring the vehicle. This will need to be paid by bank transfer. This is fully refundable within seven days of return of the vehicle, to the agreed location, on the agreed date and time, in the same condition as it was hired out to you, the interior clean including all cooking appliances and the vehicle with a full tank of fuel.

5. Drivers

All drivers of the vehicle must be aged between 25 years and 75 years. The driver(s) must have held a valid full licence for two or more years and have obtained their licence in the UK or EU. Cost includes main driver and there is a £20 admin charge for each additional driver. Driver details are required in advance to picking up the vehicle. Each driver must provide the following documents for identification purposes at the start of hire, failure to do so will result in a no hire (cancellation charges will apply):

- Driving licence
- Passport
- Two utility bills as proof of address (no more than 60 days old)
- A DVLA licence check code in advance. This is valid for three weeks and can be sourced here: <https://www.gov.uk/view-driving-licence>

Drivers must be in good health. 'Good Health' means that you have no mental or physical disabilities which would interfere with your ability to drive, for example stroke/deafness/heart condition/diabetes/loss of limb/loss of sight in an eye/epilepsy. In addition you must not be taking drugs likely to affect your driving or drugs prescribed by a registered medical practitioner for treatment of drug addiction.

Driver exclusions: The vehicle shall not be let out on hire to or be driven by:

- Hirers under 25 or over 75 years of age;
- Hirers who have not held a full valid UK or EU driving licence for two years;



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- persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving licence endorsed or suspended or more than six penalty points imposed. “Spent” convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded;
- persons who 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;
- persons engaged wholly or partly in professional entertainment or professional sports persons;
- jockeys and persons connected with racing, gaming industry or press of any sort;
- persons who, whilst driving, have been involved in more than one accident during the past three years; or
- Foreign Service Personnel other than persons holding a full UK/EU licence for two years or more.

The vehicle shall be driven only by the Hirer or other permitted driver who has completed and signed a Booking Form and Rental Agreement (by each hirer or other permitted driver). Such information shall be forwarded on request to the Insurers. The Booking Form and Rental Agreement must be fully completed by the Hirer or other permitted drivers in all respects.

If the statements and particulars in the Booking Form and Rental Agreement are in the handwriting of any other person other than the Hirer or other permitted driver, such person shall be deemed to have been the Hirer’s or other permitted driver’s agent for the purpose of completing the Booking Form and/or Rental Agreement.

Kelpie Campers reserve the right to refuse to provide a vehicle to you if, when attempting to collect the vehicle, you are, in our reasonable opinion, unfit to drive or you do not meet the eligibility requirements. In such case the contract will terminate immediately and, unless we rent the vehicle allocated to you to a third party for the relevant hire period, we will have no further liability towards you. We shall be under no obligation to take any steps to actively seek a third party to rent the vehicle allocated to you.

6. The Vehicle

The vehicle shall not be used for the carriage of goods of an explosive, dangerous or hazardous nature or for the carriage of goods or passengers for hire or reward. The Hirer agrees to the following:

- to not damage the vehicle by submersion in water or contact with salt water;

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- to not undertake driving training activity or put the van through a rotary car wash;
- to not drive or allow the vehicle to be driven in restricted areas including, but not limited to, airport runways, airport service roads, and associated areas;
- the vehicle must only be driven on sealed roads except within a registered campsite;
- the interior of the vehicle and all equipment supplied with the vehicle will be returned in the same state that you picked the van up in. Failure to do this will result in a deduction from your security deposit; and
- the vehicle will be returned with a full tank of diesel fuel. An administration charge of £25.00, plus the cost of the missing fuel will be deducted from your security deposit if the vehicle is returned with missing fuel.

7. Loss or Damage

The Hirer is liable to Kelpie Campers for all losses and costs incurred in the event of loss, damage to or theft of the vehicle, its parts or accessories, while on rental, if this damage, loss or theft involves the deception of or by the Hirer or another party, or as a result of the keys remaining in the van whilst it is unoccupied, or was caused intentionally or negligently by the Hirer or their party. Liability may include the cost of repairs, loss in value of the vehicle, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the van unless responsibility for the damage lies with us or has been determined by a third party or their insurers to lie with the third party. The Hirer will not be liable for any charge or excess if the loss or damage is directly due to negligence by Kelpie Campers. The Hirer will be liable for the loss or damage to any in-car entertainment equipment. The Hirer is liable for any damage above cab height - you are fully responsible for damage caused by failure to assess the height of the van and striking overhead or overhanging objects. The Hirer will indemnify us against any liability, caused by damage to overhead or overhanging objects and subsequent damage to third parties and their property. The Hirer will also be responsible for any damage to third parties and their property that arises through your negligence; for example and without limitation: damage caused through loaded luggage and cycles. The Hirer must use the van and its contents responsibly and comply with Kelpie Campers instructions and Health and Safety Guidelines. Where no instructions or advice or guidelines are given the Hirer(s) must assume that 'normal' and 'common sense' rules apply.



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8. Engine Care

If there is damage or breakdown caused by the Hirer's own actions, the Hirer will be liable for the cost of repair/replacement. This could be such things as pushing the engine too hard, or putting petrol in a diesel engine or vice versa, or burning out the clutch. This list is not exhaustive. The Hirer must take all reasonable and practicable steps to properly and safely maintain the vehicle including regular checks on; batteries, engine oil, water and other gauges, bulbs and tyre pressures and condition when driven more than 500km, refilling or replacing as necessary. If you cause damage to the engine through driving too fast (over 70 mph) over too long a period of time, and ignoring the warning lights, you will be liable for any transport costs, repairs required or even the cost of a replacement engine.

9. Tyres

On collection of the vehicle, Kelpie Campers and the Hirer will collectively check that the tyres on the vehicle are visibly sound and appear within legal limits. Any damage or repair to the tyres is the Hirer's responsibility.

10. Accidents

You must, where possible, report any traffic accident involving the vehicle to the police and Kelpie Campers as soon as practicable and report loss, damage or theft involving the vehicle to the police and Kelpie Campers within 24 hours of the incident or discovery of the incident. If possible, please take the names and addresses of everyone involved, including witnesses, car registration numbers, together with all the details of the accident, time, place, how it came about, damage to vehicles etc. If you have a camera, take photos of the scene. Please do not move the vehicles before the police arrive, as long as keeping them in situ is a safe thing to do.

An accident or theft report form must always be completed and submitted to us when you return the van or within three days of return of the vehicle, containing all the above information, plus diagrams if possible. In the event of theft, you must return the keys to us where possible. You agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings, providing evidence and attending court if necessary, arising out of any loss of or damage to the vehicle.

11. Payment Details

Availability is on request and the reservation will be confirmed in writing by Kelpie Campers once a non-refundable 25% booking deposit has been received via bank transfer, major credit/debit card or cash is also accepted (all in GBP Sterling). Settlement of the remaining balance can be paid in



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advance or on collection of the van. Payment also via bank transfer, major credit/debit card or cash is also accepted (all in GBP Sterling). For late or short notice bookings (less than 28 days before departure) the full hire cost will be required at the time of booking.

Vehicles will not be released without full payment taken by Kelpie Campers. If, due to unforeseen circumstances, on the hire day we are unable to hire you a vehicle, you will be offered a full refund, but we cannot be liable for other holiday costs including campsites and ferries.

12. Cancellation Charges

More than 28 days before departure: Booking deposit

28 days – 14 days: 50% of total hire charge

13 days – hire start date: 100% of total hire charge

13. Collection and Return of the Vehicle

Collection: Hirer to collect the vehicle at the designated pick up point at 14:00 unless otherwise agreed. Please allow one hour to complete the paperwork and have a full tutorial of the vehicle. Please allow the same time upon your return.

Return: The vehicle must be returned at 11:00 (unless otherwise agreed) on the date stated on the rental agreement. If you think you are going to be early returning the vehicle please call Kelpie Campers at least one hour beforehand. **Vehicles must be returned clean and in the same condition as they left the collection point, otherwise a cleaning fee will be levied.**

We will not refund the hire charge if the van is returned prior to the return date due to weather, personal circumstances or any other reason whatsoever.

Late return: If you are late returning your vehicle, you must inform Kelpie Campers immediately. If a vehicle is returned later than the agreed time, without our prior agreement, £100.00 per hour will be payable. You will also be affecting the holiday of the next person to hire your campervan. Should the late return of the van make us liable for extra costs, we reserve the right to pass on these costs to you. Charges and costs for late return will be deducted from your security deposit. By signing the Rental Agreement you agree to us making such deductions. Should the late return be due to accident you will be liable for any revenue lost due to the van being unavailable for hire.



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14. Cars

You are welcome to leave your car with us but it is entirely at your own risk. We cannot accept responsibility for the loss of, or damage to your car or its contents unless caused by us. If you choose to do this, you will need to leave your car keys with us in case of emergency.

15. No Smoking

We operate a no smoking policy in any of our vans. If we find smoke traces we will deduct £100 from your security deposit.

16. Fines

The Hirer is responsible for any parking fines, speeding fines and toll charges and must reimburse Kelpie Campers for the total fine along with a £25 administration charge.

17. Dogs

We offer a dog friendly van but this comes with an additional one off payment of £40 for deep cleaning.

18. Breakages

All breakages must be reported immediately to Kelpie Campers so that we can source replacements for the next Hirers. Please do not wait to tell us until you return the vehicle. It is at the discretion of Kelpie Campers whether to deduct a fee from your security deposit.

19. Seat Belts, Booster and Baby Seats

The Hirer must carry only as many passengers as there are seat belts in the vehicle. The Hirer is legally responsible for obtaining and using an appropriate child or baby seat. The fitting of any such equipment is the sole responsibility of the Hirer and Kelpie Campers cannot accept any liability whatsoever for defective child or baby seats not supplied by us or the incorrect fitting by the Hirer.

20. Payment of Charges

All charges and expenses payable by the Hirer are due on demand by Kelpie Campers. If you do not pay all charges due, a late charge of 4.5% per calendar month on the outstanding balance and any collection costs incurred by Kelpie Campers and our agents, including reasonable legal fees, will be added. When you comprise more than one person, each person is jointly and severally liable for all obligations.

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21. Health and Safety

You must follow the health and safety guidelines when operating the campervan and its appliances and when using any equipment in the campervan or awning. The instructions for using the van and its accessories and facilities including the health and safety guidelines are provided to you upon collection of the vehicle verbally, and are to be found in the campervan manual in your campervan.

22. Keys

The Hirer must look after the vehicle and the keys to the vehicle at all times. The Hirer must not leave the keys unattended at any time. In the event that keys are lost or damaged the Hirer will be liable for the reasonable costs of obtaining replacement keys, and any costs associated with providing the keys to the Hirer during the hire period. The Hirer must lock the van at all times when not in use.

23. Use of the Vehicle

You are authorised to drive the van on the conditions of this Agreement including, at all times, to use the van in a responsible manner. If you do not comply with these conditions, you will be liable to us for any liability or loss incurred by us or any damages or reasonable expenses we suffer or incur as a result of your breach of the Agreement. We reserve the right to take back the vehicle at any time, and at your expense, if you are in breach of this Agreement. You must look after the vehicle, make sure it is locked, secure and parked in a safe place when not in use. You must remove and keep in a safe place any valuables when the vehicle is unoccupied.

24. Breaches of these Terms and Conditions

If you commit a breach of these Terms and Conditions or our Health and Safety Guidelines, we will have the right to terminate your booking without notification, and if you are already in the vehicle, we may require you to return or vacate it immediately. In the event of you committing a breach of these Terms and Conditions no refund of the fees you have paid will be returnable to you. You will also be liable for any costs incurred in returning the vehicle to our premises. Breaches in our Terms and Conditions or Health and Safety Guidelines may invalidate your insurance and you will be liable for all losses however sustained including claims by third parties.

25. Our Liability to You

Kelpie Campers will only be liable for any loss or damage suffered by you or any member of your party or to your or their property, where such loss or damage is due to our negligence. Except in the case of death or personal injury resulting from our negligence, our total liability to you in respect of any breach of these Terms and Conditions or tort or other act or omission by us in connection with



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this contract shall be limited in aggregate to the price agreed to be paid by you for the right to use the vehicle for the period agreed.

We will supply the vehicle free from mechanical defects for the period of the rental agreed in the Booking Form. This guarantee does not cover repairs, replacements, adjustments or other works that are necessary as a result of:

- wilful or accidental damage, misuse or neglect by you;
- unauthorised alterations or additions;
- any unforeseeable circumstances which are not due to our fault or negligence;
- any attempted repair which you have made without our approval; or
- any failure to follow our instructions.

We shall not be held responsible for you or any of your party driving under the influence of alcohol or drugs, causing wilful damage, off road driving or driving without due care and attention. If we do suffer damages as a result of your actions, you agree to indemnify us against all losses, costs, expenses or liability we may incur in respect of your or your party's actions.

26. Whole Agreement

These Terms and Conditions override and supersede all previous versions and any previous course of dealing between the parties and incorporate the whole Agreement together with any insurance conditions notified to you at the time of hire or collection (and which are available to view at our premises). In the event of any inconsistency between these Terms and Conditions and any other of our literature, whether found in our brochure or on our website or otherwise, the provisions of these Terms and Conditions will prevail. If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

27. Definition of Terms

Except where otherwise stated the words used in our terms and conditions and in this agreement carry their usual meaning, in particular:

The Vehicle: This means the VW campervan hired to you under this agreement by Kelpie Campers.



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The Hirer: The person(s) entering into this agreement and the main driver of the vehicle. Kelpie Campers Rental Agreement

This agreement is made between Kelpie Campers of: 5 Avon Brook Steading, Falkirk, Scotland, FK1 3AG And The Hirer(s) detailed on the Booking Form.

Kelpie Campers hires the vehicle to you subject to this Rental Agreement, which incorporates the terms and conditions outlined by Kelpie Campers and the information and conditions on the Booking Form that you have signed.

Date and time hire commences:.....

Date and time hire ends and vehicle should be returned:.....

Vehicle hired registration number:.....

In making this rental you accept the terms and conditions and confirm that you will strictly comply with them. The rights and obligations contained in these terms and conditions govern your use of our vehicle and are not transferable by you. You acknowledge that the vehicle is owned by us and that any attempted transfer or sub-rent of the vehicle by anyone other than us is prohibited and a criminal offence. We permit you to use the vehicle on the terms and conditions of this rental agreement only.

Declaration

By completing my name in the declaration below, I confirm I have read and understood Kelpie Campers Terms & Conditions and I further agree to be bound by the terms and conditions of the insurance which I have seen and read or have had the opportunity to see and read.

I understand that on collection of the vehicle I will be required to sign this document and produce the documents required as stated in the terms and conditions.

I acknowledge that I have received the vehicle in a clean condition and in sound working order in accordance with the Departure Checklist and with a full tank of fuel.

I will return the vehicle in a clean condition with a full tank of fuel, on the return date and time set out above.

Signed Driver1:

Name:

Date:

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Signed Driver 2:

Name:

Date: