

Rental Agreement

Wild Thistle Campervans Rental Agreement

To ensure you know exactly what to expect during your booking and hire from us here at Wild Thistle Campervans, please read our Rental Agreement here and ensure you have read our Terms and Conditions on the website (PDF version available). You are required to sign and return this Rental Agreement document to us, (by printing, signing and rescanning back to us, or by posting). Your signature includes a declaration that you have agreed our Terms and Conditions, as read.

1 Minimum Hire

Minimum hire of Campervan is 3 nights and you can hire our campervans for up to 30 days at a time. If you would like a 2 night hire, we can accommodate this but you will have to pay for 3 nights.

2 Passengers

Wild Thistle Campervans authorises the use of this vehicle and up to 4 passengers including the Driver. Each person to use the safety restraints provided at all times whilst vehicle is in motion.

3 Drivers

- Drivers must be between 25 and 75 years old. A refundable security deposit of £500 must be paid prior to rental to cover Insurance Policy Excess for any driver aged 25 to 75. Non UK driving license holders are required to pay a security deposit of £750 to cover Insurance Excess.
- The Driver must have a Valid Full UK license (Australian, Canadian, United States and New Zealand are also valid) or a license from another country that has been approved by our insurers. If you are from another country, please check with us first re amount of security deposit required and provide both paper licence and Photo ID licence prior to hire commencement plus 2 items of residential proof of the main Driver (2 Utility bills from separate companies less than 3 months old is acceptable.) If the Driver does not have a Photo License ID, the paper license and a passport is required.
UK drivers only - a unique driver licence code is now needed by insurers due to the paper counterpart licence being phased out in

2015. The hirer must visit the following webpage <https://www.gov.uk/view-driving-licence> within 3 weeks (21 days) of the rental period. You will need your Licence Number, National Insurance No. and postcode, and click 'Share your licence information', then the 'Create a Code' button. Then email or text the generated code to Wild Thistle Campervans.

- Details of any additional drivers are required in advance of rental period.
- Drivers are personally liable for all legal penalties (e.g.: parking tickets) which are incurred during the period of hire.
- Maximum of 4 drivers per rental
- All drivers must be present at Booking Hire Start Day

4 Campervan Hire Rates quoted include:

- Unlimited miles
- UK standard vehicle insurance*
- UK standard equipment & breakdown

* Insurance loading. In some cases, Wild Thistle Campervans will incur additional charges if the driver to be insured has a traffic conviction, is using a non-UK driving license or is in an occupation which is deemed high risk. These charges will need to be paid paid by our customers.

5 Payment

Availability is on a request and confirm basis at the time of reservation. A reservation is only binding after it has been confirmed by Wild Thistle Campervans and a deposit of 25% of the Total Booking Hire Fee has been received. Our terms and conditions including cancellation policy will apply from this point onwards. Once the reservation is confirmed, a confirmation email will be sent out to the customer. Settlement of the remaining balance will be due one month (30 days) prior to Booking Rental Start date.

- A refundable security deposit of £500 or £750 (as agreed) is required 7 working days before rental period starts to cover Insurance Excess and any damages or road traffic fines incurred and can be paid through Paypal with a credit or debit card or by cheque or bank transfer. Payment for the security deposit will be refunded 14 days after end of hire less any incurred costs
- I unconditionally authorise Wild Thistle Campervans to deduct from the security deposit any amounts due by me to them, arising out of this agreement. The security deposit will be refunded by Bank transfer 14 days after the return of the Campervan provided the vehicle being

returned to the correct location, undamaged, with a clean interior with a full fuel tank. We reserve the right to retain a £75.00 soiling fee if the Campervan is not returned with the interior in a clean condition. Also the toilet and waste water tank must be emptied prior to the return of the vehicle or an **additional** £50.00 soiling fee will be charged.

6 Extras

- National Airport/Train Station transfer (up to 4 people) price on request
- Local Train/Bus Station transfer from East Kilbride, Hamilton or Larkhall (up to 4 people) free of charge.

7 Cancellation Charges

- More than 4 weeks before rental start date: 25% Booking fee (Deposit).
- Between 1 - 4 weeks of rental start date: 50% of the total Booking fee. The Damage Deposit of £500/£750 will be returned to hirer in this case.
- Less than 1 week before rental start date, or a 'no show' on the day of departure: 100% of the total Booking fee. The Damage Deposit of £500/£750 will be returned to the hirer in this case.

Wild Thistle Campervans cannot postpone or transfer money from one hire to another. Wild Thistle Campervans reserves the right to amend our cancellation policy for certain events which would be pre-agreed with the renter.

8 Rental and other charges

I will pay Wild Thistle Campervans:

- all rental charges
- the security deposit.
- the nominated cancellation fee in the event of cancellation of this agreement prior to acceptance of delivery of the vehicle
- the cost of any damage to the vehicle or the property of any third party, subject to the insurance
- all government fees and duties etc
- all parking fines, other fines or penalties, and/or accidents including third party property damage not reported on return of the vehicle; and associated administration costs incurred in relation to the vehicle during the rental period;
- any other fees or charges payable by me pursuant to this agreement. This includes any costs incurred by Wild Thistle Campervans a result of any breach by me of the terms of this agreement

- the daily rental rate for the period the vehicle is off fleet for accident repairs (demurrage)
- the cost to recover a vehicle which has become bogged, stuck or flooded.

9 Payment of charges joint and several liability

All charges and expenses payable by me under this agreement are due on demand by Wild Thistle Campervans. If I do not pay all charges when due, I agree to pay a late charge of 1.5% per month on the outstanding balance and any collection costs incurred by Wild Thistle Campervans, including reasonable legal fees. When the customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this agreement.

10 Campervan Collection and return

Collection: Please allow up to 1 hour for the hand-over of the Campervan to complete documentation and demonstrate our vehicle.

Return: Please allow up to half an hour on the return of your vehicle to hand over and for us check the condition of the vehicle. The vehicle must be returned with a full tank of fuel and returned in the same condition that it was rented to you. The vehicle must be returned on the date stated on the rental agreement and before the stated check out time. The hirer must advise Wild Thistle Campervans if they are delayed for any reason and additional charges may be raised.

I acknowledge that having received the vehicle in a clean condition and in sound working order in accordance with the departure checklist and with a full fuel tank:

- I will return the vehicle in a clean condition with a full fuel tank, on the return date and time set out under the heading 'check in' in the rental agreement.
- I acknowledge that Wild Thistle Campervans will not refund to me any monies, nor have any obligation to provide a replacement vehicle, if the vehicle is returned or I cease to have the use of the vehicle prior to the return date for any reason e.g. accident, weather or theft.

11 Title to vehicle

I acknowledge that Wild Thistle Campervans retains title to the vehicle and that I possess the goods as a mere bailee only. I do not have any right to pledge Wild Thistle Campervans credit in connection with the vehicle and I agree not to do so. I shall not agree, attempt, offer or

purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possessions of Wild Thistle Campervans or otherwise deal with the vehicle.

12 Use of the vehicle

I agree that during the rental period, I will not and will not allow the vehicle to be:

- Driven otherwise than in a cautious, prudent and normal manner;
- Used in a manner which could cause damage;
- Driven in a prohibited area or in an area other than the areas indicated by me to Wild Thistle Campervans;
- Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- Left with the ignition key in the vehicle while it is unoccupied
- Left unoccupied without the steering wheel security lock applied;
- Driven by persons:
 - Under the age of 25 years; or who is not authorised by law to drive the vehicle. Particulars of a proposed licensed driver of the vehicle are set out under the heading 'driver details' in the motor rental agreement.
- Damaged by:
 - Submersion in water
 - Contact with salt water
- Used for any illegal purpose for any race, rally or contest
- Used to tow any vehicle or trailer.
- Used to carry passengers or property for hire or reward
- Used to carry more persons than is permitted by any relevant authority or detailed in the vehicle manual or on the vehicle or specified in this agreement
- Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material, (other than the 2 CampingGaz canisters).
- Otherwise used in breach of my obligations under this agreement.

13 Alterations to the vehicle

I shall not make any alterations or additions to the vehicle without the prior written consent of Wild Thistle Campervans

14 Maintenance

I shall take all reasonable steps to properly maintain the vehicle, including oil checks, water and batteries.

I acknowledge that Wild Thistle Campervans will reimburse me for expenditure up to UK £50.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the vehicle (not including the water system, refrigerator, heating, audio equipment) provided that:

- I produce relevant receipts
- ***I have received the prior consent*** of Wild Thistle Campervans
- The damage is not due to my fault or my breach of this agreement.

Subject to the terms of this agreement, I will pay for the cost of repairing or replacing tyres damaged during the rental period provided that Wild Thistle Campervans will reimburse me for expenditure reasonably incurred if:

- I produce relevant receipts
- The tyre is defective and is returned by me to Wild Thistle Campervans for inspection; and
- The manufacturer accepts liability under his warranty,

I will be liable for any costs associated with the incorrect use of fuel (fuel being diesel or petrol)

15 Responsibility when accident occurs

- In the event of any accident, loss or damage arising out of the use of the vehicle
- I will notify Wild Thistle Campervans within 24hrs of the event occurring.
- Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;
- Complete a European accident report form as supplied
- Not make any admission of liability to other parties, settlement offer or other like offer;
- Assist Wild Thistle Campervans in handling any claim arising from any event, including providing all relevant information and attending court to give evidence.
- I acknowledge that the excess or other amount due by me in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period.
- I will pay for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault.

16 Insurance

- I agree that the vehicle is insured for damage to the vehicle and the property of a third party

- I will have to pay the agreed Insurance excess for any damage. Plus the rental damage deposit, or proportion of £500 or £750, if relevant, as agreed and paid, for any breakages or damage not covered by vehicle insurance, (for example to camping and other equipment loaned or supplied by Wild Thistle Campervans).
- I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this agreement.

17 Release and indemnity of Wild Thistle Campervans

Subject to its obligation to deliver the vehicle, I release Wild Thistle Campervans, its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this agreement, including but not limited to:

- Any loss or damage caused by breakdown, mechanical defect, accident or the vehicle being unsuitable for my purpose
- Any loss or damage to any property left in or on the vehicle, in any service vehicle or on any Wild Thistle Campervans premises or recovered or handled by Wild Thistle Campervans.
- Subject to any insurance arrangements agreed with Wild Thistle Campervans, I hereby indemnify and shall keep indemnified Wild Thistle Campervans, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the vehicle.
- Instances beyond Wild Thistle Campervans control that means they cannot release the vehicle to me due to a prior accident or fault with the vehicle. In this instance, Wild Thistle Campervans will endeavour to find a replacement vehicle or give a full refund of the price of hire to the customer.

18 Road restrictions

All vehicles may only be driven on sealed / bitumen roads.

I acknowledge that Wild Thistle Campervans reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or for any other reasonable cause

19 **SMOKING**

The company operates a strict policy of NO SMOKING within and adjacent to our Campervans. This is to ensure safe practice with the

Camping Gas canisters/cooking equipment and to prevent any unsociable odours. **Failure to comply with this could result in part or full loss of your Damage Security Deposit.**

20 Pets

I will not allow any animals to be carried in the vehicle.

21 Definitions of Terms and conditions

- Throughout these definitions of Terms and Conditions in this agreement 'I,'me' and 'my' refers jointly and severally to the person or persons who are the customers; 'this agreement' means the Rental Agreement, the Motor Insurance rental agreement and the Terms and Conditions. In the event of any discrepancy between the Terms and Conditions and any other Wild Thistle Campervans literature, the provisions of this signed Rental Agreement will apply.
- Wild Thistle Campervans – 'Means Wild Thistle Campervans owned by Nick and Jilly Bather, 1 Beechwood Court, Strathaven, South Lanarkshire, ML10 6NY
- 'customer' -Means the person or persons nominated as the hirer under the heading 'hire details' on the Motor Insurance rental agreement and any person whose credit card is presented in payment of the customer's charges.
- 'living equipment' – Includes but is not limited to, crockery, cutlery, cooking utensils, inside/outside camping equipment, bed linen and towels, portaloos.
- Overhead damage – **All drivers must be aware of the 2.2 metre height of the campervan (with the roof down!)** and are responsible for all damage if driven under an obstruction that is too low for it to clear – the obvious examples are low bridges and height restrictions into car parks etc. ***For ANY overhead damage, neither the basic insurance nor collision damage waiver will apply and THE HIRER WILL BE RESPONSIBLE FOR THE COST OF REPAIR FOR ALL OVERHEAD DAMAGES.*** Overhead damage is deemed as any damage to any part of the vehicle which occurs above 6 feet (1.83 metres) and or any third party property. The hire rate quoted includes a standard excess of UK £ (or £). In the event of any damage to either the vehicle or third party property, the hirer will be liable for the first UK£/£. ***The hirer will also be fully liable for costs of all overhead damage, any damaged deemed as gross negligence and replacement or repair of windows and windscreens or tyre damage.***
- 'rental period' – Means the hire period referred to under the heading 'booking details' on the rental agreement or any agreed variation

thereof and any additional period during which the vehicle is in the customer's possession or control

- 'vehicle' – Means the vehicle described under the heading 'vehicle details' on the rental agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the vehicle and any replacement or substitute vehicle which may be provided at the discretion of Wild Thistle Campervans.
- 'security deposit' – Means the vehicle security deposit detailed under the heading 'vehicle security deposit' in the insurance motor rental agreement.

22 Terminating the agreement

I acknowledge that Wild Thistle Campervans may terminate this agreement and repossess the vehicle at any time, without notification to me, and that I will pay the reasonable costs of repossessing the vehicle, including towing charges if;

- I am in breach of any term of this agreement;
- I have obtained the vehicle through fraud or misrepresentation;
- The vehicle appears to be abandoned
- The vehicle is not returned on the agreed return date or Wild Thistle Campervans reasonably believes that the vehicle will not be returned on the agreed return date;
- Wild Thistle Campervans considers on reasonable grounds, that the safety of passengers or the condition of the vehicle is endangered. I understand that in the event of such termination or repossession, I have no right to a refund of any part of the rental charges or the security deposit

23 Changes

Any changes to this agreement must be in writing and must be signed on behalf of Wild Thistle Campervans and by me.

24 Proper law

This agreement shall be governed by the Law of Scotland in which this agreement was signed.

25 My warranties

I warrant that all information supplied by me to Wild Thistle Campervans in connection with this agreement is true.

26 Entire agreement

This agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement. Wild Thistle Campervans reserves the right to add or amend any rental charges without prior notice.

Finally please sign below.

I _____ (name)
acknowledge all the details I have given are to the best of my knowledge, truthful and accurate and I agree to be bound by this Rental Agreement and the Wild Thistle Campervans Terms and Conditions and I have read those Terms and Conditions as published on your website .

Signature: _____

Full Name _____ (Capitals, printed)

Dated: ____/____/____