

## Terms and Conditions of Rental Agreement



### 1. Definitions

“You” and “your” refers to the hirer(s) who are named on the rental agreement

“Owners”, “we”, “us” and “our” refers to the company WilderNess Ventures Ltd

“Rental period”, “hire period” and “period of hire” refers to the period of time that the hirer(s) will have use of the vehicle as agreed in the rental agreement.

“Agreement” refers to all documentation pertaining to the hire of the vehicle.

“Booking confirmation” refers to the Email confirmation sent by us to inform you of your received booking deposit and subsequent confirmation of your dates.

### 2. Title of Vehicle

I acknowledge that WilderNess Ventures Ltd retains the title to the hire vehicle and that I do not hold any rights to sell, assign sub-let, lend, pledge or part with personal possession of the vehicle. I acknowledge that I possess the goods on hire only as per the hire agreement.

### 3. Booking

3.1. Booking is undertaken through means of website, email and/or telephone

3.2. The booking deposit is to be paid within 24 hours of the booking confirmation. Your deposit amount will be 30% of the total hire price. We reserve the right to cancel any bookings if the deposit is not made within the 24-hour period.

3.3. The deposit is non-refundable in the case of no further payments and/or cancellation by you. In the case of cancellation by us, for unforeseen circumstances, the deposit will be returned within 5 working days of the cancellation notification.

3.4. The remaining balance of the hire price must be paid in full a minimum of 30 days before your hire period begins. If this is not paid by the due date, we reserve the right to cancel your booking and retain the booking deposit in full.

3.5. If your hire period begins less than 4 weeks from your confirmation date, then we will require you to pay full amount of the hire price within 48 hours.

3.6. Payments are to be made via bank transfer or PayPal. We will not accept cash payments or any alternative payments.

### 4. Cancellation Policy

4.1. Any cancellations made by you at any time will result in the forfeit of you booking deposit.

4.2. The remaining fee will be refunded if notification is given by you, more than 4 weeks before the confirmed start date of your hire. If the cancellation is made less than 4 weeks prior to your hire period start date, we will retain 70% of the total fee and return the remaining monies to you within 5 working days.

- 4.3. No show or cancellation up to 7 days before your trip will subsequently result in us retaining the full hire price, as the notice period will be too short to offer dates to next customer.
- 4.4. In the event of cancellation by us, for any reason, we will attempt to rebook your hire for another time, if this cannot be achieved within the same hire season as your original booking, a full refund will be issued to you.
- 4.5. If the vehicle suffers mechanical failure during your hire period and we fail to rectify it in 24h, an apportioned sum of the hire price will be refunded to you.
- 4.6. We reserve the right to cancel your booking and retain the full hire price if any documentation submitted by you has been falsified, or if the licences submitted are invalid or do not match the original details.

## 5. Security Deposit

- 5.1. A security deposit of £1100 is required to be paid no less than 24h before your hire period begins.
- 5.2. If the vehicle is returned to us in a satisfactory condition, a full refund of the security deposit will be issued to you within 5 working days
- 5.3. We reserve the right to withhold any amount from the security deposit to cover:

- 5.3.1. Any damages that are not deemed, by us, as being caused by standard use of the vehicle or by negligence on your part.
- 5.3.2. Any traffic offence fees that occur during your hire, plus an admin fee of £30 for any offences we must resolve.
- 5.3.3. Any additional or excessive cleaning that is required due to the vehicle being returned in an unsatisfactory condition. Any additional cleaning will be charged at a rate of £30 per hour.
- 5.3.4. Any loss or damage to any equipment, fittings or fixtures provided with the vehicle.
- 5.3.5. Any damage that is caused by your dog at any time during your hire.

## 6. Insurance, Identification and Driving Licence

- 6.1. All named drivers are covered under our fully comprehensive insurance provided they:
  - 6.1.1. Are aged between 25 and 70
  - 6.1.2. Have less than 6 points on their driving license.
  - 6.1.3. Hold a valid UK or EU driving licence for a minimum of 2 years
  - 6.1.4. Provide their driving licence to us prior to the commencement of the hire period
  - 6.1.5. Have a current permanent address as stated on this agreement and provide 2 forms of proof of address.
  - 6.1.6. Have not been involved in more than 1 motoring accident claim in the last 3 years.
  - 6.1.7. Have not been convicted of any motoring offences or have prosecution pending other than parking or one speeding fine.
  - 6.1.8. Do not suffer from any condition that may impair their ability to drive, nor be on drugs, or take any prescribed medication which could impair driving.

- 6.2. You are responsible for the insurance excess of £1100. This excess is due in each incident and includes loss or damage to the equipment, fixtures and fittings or to third party property.
- 6.3. We will require a copy of the following documentation for our insurance purposes, for each named driver, prior to the commencement of the hire period. Copies of which will need to be forwarded to us 1 week prior and original copies will need to be presented upon arrival.
  - 6.3.1. Copies of photo card drivers' licence (address and I.D must be up to date)
  - 6.3.2. Two forms of proof of address (not more than 90 days old at the time of the commencement of the hire period.)
- 6.4. We will require a code from the DVLA to conduct a licence check for all named drivers. This code must be sent to us 1 week prior to the commencement of your hire period. The code can be obtained from; [www.gov.uk/veiw-driving-licence](http://www.gov.uk/veiw-driving-licence)

## 7. Collections and Returns

- 7.1. Collections will be from 15:00 on the first day of your hire period.

Please note that we will require up to an hour of your time to do handover documentation and walk you through the vehicle.
- 7.2. You are required to return the vehicle to us no later than 10:00 on the last day of your hire period. Please allow 30 minutes for our return's procedure.
- 7.3. Free parking is available at our premises for your vehicle. We will accept no liability for any loss or damage to the vehicle or its contents during its time at our premises.
- 7.4. Any late returns will be charged at £20 per hour. If you are expecting a late return, please contact us a minimum of 2 hours before the return time.

- 7.5. The vehicle must be returned in an acceptable condition, with the main diesel tank full. Any refill required after dropping off the vehicle will be charged against your security deposit plus £30 handling fee.
- 7.6. A £30 per hour cleaning fee will be secured against your deposit if the vehicle is returned to us in an unsatisfactory condition.
- 7.7. In the event of the vehicle being returned with the composting toilet containing waste, a £70 handling fee will be charged against your deposit. This service if you wish, can be booked prior to your arrival, and added into your hire price.

## 8. Cleaning

- 8.1. You are expected to ensure that upon return, the vehicle and its fixture, fittings and equipment are in a clean and serviceable condition.
- 8.2. Any cleaning required beyond our standard cleaning/sanitisation process will be charged at £30 per hour from your security deposit.
- 8.3. There is no requirement for you to clean the external parts of the vehicle. This will be covered in our standard clean. Note: please do not, under any circumstances, use a pressure washer on the vehicle at any time.

## 9. Driving and Vehicle Care

- 9.1. The maximum number of passengers in the vehicle is restricted to the number of belted seats. No passengers should travel in the vehicle at any time without a seat belt.
- 9.2. Whilst driving the vehicle you are not permitted to exceed 60 mph on any road. Any overheating or damage caused by exceeding the limit will result in liability being held against you.
- 9.3. Increased breaking distances must be always observed whilst driving the vehicle, the vehicle is close to 2.5 tonne whilst fully loaded so therefore has greater stopping distances.
- 9.4. You must observe all height, length, width and weight restrictions always.
- 9.5. No driving off road or on unsurfaced roads is permitted at any time.
- 9.6. Due care and attention to oil/fluid levels are your responsibility during your hire.
- 9.7. Attention to any warning lights must be always carried out. Please stop immediately and call us if in any doubt.
- 9.8. You agree upon collection that all tires of the vehicle appear to be visibly sound and are within legal limits. Any damage or repair to the tyres is the responsibility of you. In the event of damage due to invisible defects within the tyre, reimbursement will be made to you, provided that you return the tyre to us, produce appropriate receipts and that the manufacturer confirms that the tyre contained defects.
- 9.9. You will be provided with one set of keys for your journey. You will be always responsible for these keys and will be liable for any replacement costs.

- 9.10. The vehicle must be locked at any time you are not occupying it. The keys must not be left on display or in the ignition at any time.

## **10. Fuel, LPG Gas and Batteries**

- 10.1. The vehicle will be provided to you with a full tank of diesel, full gas tank and a full heater diesel tank. The vehicle must be returned only with main diesel tank full. The gas, heating and water tank will not be required to be filled upon return.
- 10.2. Should you use the entire tank of gas, any further gas you require for your journey must be purchased by you. No reimbursement will be given in this instance.
- 10.3. Under no circumstances are you to touch, tamper with or disconnect any of the electrical or plumbing fittings and fixtures without express permission from us to do so.
- 10.4. The leisure batteries are charged via means of solar charging and DC to DC charging system. If you plan on remaining stationary for a period longer than 24 hours, you are required to run the vehicle engine for no less than 30 minutes, to top up the batteries and prevent a full discharge.

## **11. Hire and Mileage**

- 11.1. During your hire period you must remain in the U.K at all times. E.U travel may be permitted under certain circumstances and only with express permission from us.
- 11.2. There is no mileage limit for the hire period.

## 12. Smoking and Candles

- 12.1. Smoking is strictly prohibited in the vehicle. If you are found to have smoked in the vehicle, then you will immediately forfeit all of the security deposit. No exceptions will be made.
- 12.2. When charging vaping batteries in the van, you must never leave them unsupervised at any time, and must take them off charge whilst sleeping
- 12.3. Under no circumstances are there to be naked flames in the vehicle at any time other than that of the boiler or gas hob. Candles must not be used under any circumstance.

## 13. Drinking Water

- 13.1. The vehicle is fitted with a 60L freshwater tank that will be filled before your hire period. This provides water to both the shower and kitchen sink.
- 13.2. We do not advise the water in the tank to be consumed as drinking water, especially if you have refilled it from another source. It is advisable to use bottled water for consumption. Any water consumed from the tank is done so at your own risk and we will accept no liability for illness that occurs as a result.
- 13.3. In the event of a leak in the water system, it is your responsibility to shut off the water pump and contact us immediately. Once the pump is shut off, you must drain the lines by means of operating the shower head and kitchen tap.

## 14. Pets

- 14.1. We do allow dogs to accompany you on your journey. Your intention to bring your dog must be highlighted to us at booking stage as there is an additional allergy clean that we must charge for. The charge is a one-off payment of £30.
- 14.2. Your dog must not be left unattended at any time within the vehicle.
- 14.3. You agree to observe all motoring laws and regulations pertaining to the carriage of animals whilst travelling in our vehicle.
- 14.4. You will be liable for any damages caused by your dog, as well as any excessive cleaning required.

## 15. Breakdown

- 15.1. The vehicle is covered by full RAC breakdown and roadside assistance cover
- 15.2. In the event of a breakdown, you must contact us immediately to enable to assess the situation and advise on the appropriate action.
- 15.3. In the event of replacement parts being required, we authorise you to obtain any parts required up to the value of £100. If work is required at a cost of more than £100 you must obtain authorisation from us before work commences.

15.4. Do not abandon the vehicle at any time. Doing so will result in you being charged for the recovery of the vehicle back to our premises.

15.5. Should the breakdown cause a delay of more than 24 hours to your journey, we will reimburse agreed amount from your booking fee.

15.6. Where possible we will provide you with a replacement vehicle in the case of a breakdown.

16.1.7. Not operate the vehicle nor abandon the vehicle without our express permission.

16.1.8. Complete an accident report form.

16.2. If it is deemed that any accident or incident was caused by you then you will be liable for the £1100 excess.

16.3. You will be liable for any costs incurred by us in the event of loss, theft or damage of the vehicle, its parts, fittings, fixtures or supplied equipment, if it is deemed to be caused by negligence or an intentional act on your part.

## 16. Accidents; Loss; Theft; Vandalism and Damages

16.1. In the event of an accident, it is your responsibility to:

16.1.1. Not admit any guilt or liability or do/say anything that can be treated as an admission of guilt.

16.1.2. Obtain all information of persons involved and of any witnesses.

16.1.3. Obtain insurance details of all persons involved in the accident.

16.1.4. Contact the police where applicable.

16.1.5. Take photos to provide us with a visual representation of the incident.

16.1.6. Contact us as soon as appropriate.

## 17. Travel restrictions

17.1. Due to the nature of the road and the strain it has on the engine of the vehicle, the Bealach Na Ba pass is not to be travelled in either direction with our vehicle. you will be held accountable and will lose the security deposit in full if the vans tracking system finds you on the restricted road.

## 18. Breaches to the Terms and Conditions

If you commit any breach to the outlined Terms and Conditions, we reserve the right to terminate your booking immediately. If you are already occupying the vehicle, we reserve the right to order you to vacate the vehicle immediately or return to our premises without hesitation.

In the event of a breach, no refund of any paid fees will be given to you. We will hold no responsibility for any losses incurred by you as a result of you breaching the outlined Terms and Conditions.

## 19. Privacy Policy

WilderNess Ventures value your privacy and do not store or will not pass on your details to any third parties, nor will we publicly share any of your information without your express permission.

**Your Reservation fee payment denotes that you have read, understood and agree to be bound by the terms and conditions.**

Aija Ziemele

WilderNess Ventures Ltd

