

These Terms and Conditions are the standard terms which shall apply:

- A. to the rental of all motorhomes from MC Hire Scotland Ltd T/A MC Motorhome Scotland a Private Limited Company registered in the United Kingdom under number SC686290 whose registered address is 50 Craigseaton, Broxburn, EH52 6BD (“the Company”).
- B. Where the Customer is renting the Motorhome as a “Consumer” as defined in Clause 1 of these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business”	means any business, trade, craft, or profession carried on by the Customer or any other person/organisation;
“CD Offence”	means a careless driving motoring offence;
“Class”	means the category into which the Motorhome falls as determined by the Company and set out in Clause 3 of these Terms and Conditions;
“Consumer”	means a “Consumer” as defined by the Consumer Rights Act 2015, that is to say an individual who rents the Motor Home for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
“Customer”	means the customer who is renting the Motorhome subject to these Terms and Conditions;
“DD Offence”	means a reckless or dangerous driving motoring offence;
“DR Offence”	means a drink or drug driving motoring offence;
“Recovery Service”	means the Company’s chosen recovery service namely RAC Motoring Services Limited;
“Rental”	means the rental of the Motorhome by the Customer subject to these Terms and Conditions;
“Rental Agreement”	means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Rental of the Motorhome;
“Rental Fees”	means the sum payable by the Customer for the Rental as determined in Schedule 1 these Terms and Conditions;
“UT Offence”	means a theft or unauthorised taking motoring offence; and
“Motorhome”	means the Vehicle set out in Clause 2 which the Customer is renting for the duration of the Rental Period.
“High Season”	any bookings made for the months of June, July or August.
“Mid Season”	any bookings made for the months of March, April, May, September or October.
“Low Season”	any bookings made for the months of November, December, January or February.

“Share your driving licence information”

means you must use the government scheme to obtain a unique code, which is valid for 21 days, which gives access to your driving records.

Access to the scheme can be found at <https://www.gov.uk/view-driving-licenc>

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “writing”, and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Information About the Company

Subject to the provisions of Clause 3, the Company offers the following Classes of Motorhome:

Motorhome Name	Motorhome Type (Specification)
Ford Rimor Evo Sound 2.0 Diesel	7 berth Motorhome with 7 travel seats. Maximum authorised weight 3,500kg

3. Driver Eligibility Requirements

- 3.1 The Customer must be the holder of a full (as opposed to provisional) driving licence which has been held for at least 2 years at the commencement date of the Rental. In the case of UK driving licences the photocard licence and the “share your driving licence information” should be provided before the Motorhome will be released to the Customer.
- 3.2 The Customer must be at least 25 and not more than 75 years of age to rent a Motorhome from the Company.
- 3.3 In order to rent the Motorhome the Customer must be in possession of either a standard driving licence which was obtained before January 1997 or must be in possession of a category B driving licence and must have been driving for at least 2 years post-qualification.
- 3.4 Customers with more than 6 penalty points on their driving licence will not be permitted to rent the Motorhome from the Company.
- 3.5 The Customer has not had their licence suspended for any period within the last three years, has not been involved in more than one fault incident within the last three years; has no more than two convictions with a maximum of 3 points per conviction; has not obtained a BA, DD or UT conviction
- 3.6 The insured vehicle shall only be let out on hire to a person who has signed and completed a rental agreement or the hirer/driver proposal for each period of hire.
- 3.7 The Customer shall have completed, prior to releasing vehicle, identity checks including copies of all drivers licences, 2 utility bills dated within three months of the hire and the deposit being taken by a

clear and traceable means such as a debit or credit card.

- 3.8 In the event of a theft by hirer claim an excess equal to 25% of the vehicle value will apply.
- 3.9 In the event of a claim resulting from the use of cooking/heating appliances, a 25% coinsurance excess will apply, subject to a minimum excess of £500.
- 3.10 The Insured 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 and reward or any other form of profit or remuneration.
- 3.11 The Company reserves the right to cancel the rental if when collecting the Motorhome the drivers licenses are invalid or not according to the conditions set out. Moreover, no refund will be given.

4. Booking, Fees, Payment and Deposit

- 4.1 The Rental Fees will be determined by reference to the length of the Rental term and Season. For full details of those Fees please refer to Schedule 1 of these Terms & Conditions.
- 4.2 A booking is made by completing, submitting electronically the Booking Form, and paying a booking fee of £250. Once the Company has received the Booking Form and the Booking Deposit the Company will send to the Customer a Booking Confirmation. At this point a binding contract exists. In the event of cancellation, the £250 booking fee is non-refundable.
- 4.3 All Payments are to be made by bank transfer to the Company.
- 4.4 A security deposit of £1,000 is required to be paid at the collection time of the Motorhome, which will be fully refunded to the Customer at the end of the Rental term provided no costs have been incurred during the Rental term under Clauses 5.3, 6.9, 11, 17.6 or any of the additional charges stipulated in Schedule 1. If such costs are incurred, they will be deducted from the security deposit.

5. Rental Term

- 5.1 The Motorhome will be available at different times depending on your individual bookings. For Bookings which start on a Monday the collection time will be 3pm regardless of the season. For Bookings starting on a Friday during mid or low season the Motorhome will be available for collection at 11am and in the high season at 3 pm. The Motorhome must be returned between 8.30 am – 11 am.
- 5.2 Collection and return of the Motorhome is at GM AUTOS, Camps Yard, Industrial Estate, Kirknewton, EH27 8DF.
- 5.3 If the Customer is late in returning the Motorhome the Company shall charge the Customer £100 per hour plus any additional relevant charges, surcharges or excesses. The provisions of this sub-Clause 5.3 shall continue to apply hourly until the Motorhome is returned. Failure to return on time may result in prosecution for driving whilst uninsured.
- 5.4 If the Customer wishes to extend the Rental term they may do so at any time prior to the end of the Rental term. The Customer must contact the Company to request an extension. Extensions will be subject always to the existence of prior reservations made by other customers. The Company shall use all reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Motorhome to the Customer beyond the end of the pre-existing Rental term.

6. Motorhome Usage

- 6.1 The Customer may only use the Motorhome for the normal purpose for which it is intended. The Motorhome may only be loaded to its maximum design capacity namely 3,500kg and should be loaded in such a way that does not put the Motorhome at any risk of damage. The Motorhome maximum number of passengers namely 7 must not be exceeded at any time or for any reason.
- 6.2 The Customer may not fit a roof rack, roof box or any other form of external carrier.
- 6.3 Towing is permitted only where the Motorhome has been fitted with a tow-bar. The Company will inform the Customer of the maximum towing weight for the Motorhome and provide instruction on the correct usage of the tow-bar at the time of collection.
- 6.4 The Motorhome must not, under any circumstances, be used for the transportation of inflammable,

toxic, corrosive, radioactive, biohazardous or other dangerous goods or substances.

- 6.5 Subject to the prior approval of the Company, Customers are permitted to transport one or two small domestic pets in the Motorhome. The transportation of more than two pets is not permitted.
- 6.6 Use of the Motorhome on anything other than normal public roads or campsites (the definition of "normal public roads" includes private roads, driveways, car parks etc.) is not permitted. This prohibition includes, but is not limited to:
 - 6.6.1 Off-road driving;
 - 6.6.2 Participating in racing or other competitions of any kind; and
 - 6.6.3 Speed testing or time trials.
- 6.7 Further restrictions apply to the Customer's use of the Motorhome. The Customer may not:
 - 6.7.1 Use the Motorhome for any illegal purposes (including exceeding speed limits and other breaches of the Highway Code);
 - 6.7.2 Use the Motorhome whilst under the influence of alcohol or drugs;
 - 6.7.3 Use the Motorhome for the purposes of instructing learner drivers;
 - 6.7.4 Allow any driver that is not a party to the Rental Agreement to drive the Motorhome;
 - 6.7.5 Use the Motorhome for the carrying of passengers for financial gain;
 - 6.7.6 Use the Motorhome wholly or partly for the purpose of any Business; or
 - 6.7.8 Sub-rent the Motorhome.
- 6.8 Unless otherwise agreed at the time of Rental, the Customer may only drive the Motorhome within the United Kingdom.
- 6.9 The Motorhome will be supplied to the Customer with a full tank of diesel, as appropriate. During the term of the Rental the Customer shall ensure that they use the correct fuel. The Motorhome must be returned to the Company with a full tank of fuel. Failure to do so will result in the Customer being charged for the required amount of fuel and an excess of £50.00.
- 6.10 In the event that the Customer uses incorrect fuel in the Motorhome they must neither drive it nor attempt to remove the fuel. The Customer must contact the Company and the Company shall dispatch its Recovery Service to take the necessary action. The Customer will be charged at the full rate for any expenses incurred by the Company in this regard.
- 6.11 The Customer must always lock the Motorhome and activate any installed security systems when leaving it unattended, irrespective of the length of time for which it will be so left.

7. Motorhome Care and Maintenance

- 7.1 The Motorhome will be supplied in a clean and road-worthy condition having been fully valeted and subjected to a full mechanical inspection which includes topping up all necessary fluids and oil and checks on all tyres.
- 7.2 The Customer shall ensure that the Motorhome is returned to the Company in a similarly road-worthy condition. The Customer is required to return the Motorhome fully cleaned with the toilet cassette and waste tank water being emptied. In the event that the Motorhome is not returned in this condition additional charges will apply as detailed in Schedule 1 of this Agreement.
- 7.3 No replacement of fluids, save diesel, is required by the Customer. However, the Customer may, although is not obliged, refill the screen wash reservoir with suitable pre-mixed or diluted screen wash.
- 7.4 If the tyres on the Motorhome become damaged during the term of the Rental for any reason other than normal wear and tear the Customer must replace, at their own expense, that / those tyre(s) with tyres of the same brand, type and dimensions. Such replacement must be carried out by a suitably qualified professional tyre fitter. The Customer must also inform the Company of any such replacements.
- 7.5 The Rental is inclusive of breakdown cover which shall be provided by the Company's Recovery Service. The Customer will be provided with contact details for the Recovery Service. Under no

circumstances should the Customer use any other recovery service.

- 7.6 If any mechanical failure occurs during the term of the Rental the Customer must immediately cease driving the Motorhome and notify the Company who will dispatch its Recovery Service to take the necessary action. The Company will bear the expense of any remedial work required provided the damage or failure is not found to be the fault of the Customer and provided such remedial work is carried out by an authorised repairer.
- 7.7 In the event that a breakdown or repair works means the Motorhome will be off road we are unable to supply an alternative Motorhome. Where the damage was not caused by you the Company will refund any remaining nights payment to you within 14 days. In the event that it is found the damage has been caused by you or anyone in Your Party You will be liable to pay for those repair costs. You will further be required to pay for any consequential losses which results in the Company being unable to facilitate further Bookings. For the avoidance of doubt you will be required to pay 100% of the losses.
- 7.8 The Customer should not attempt to make any repairs to the Motorhome. This includes, but is not limited to, mechanical repairs and bodywork repairs.
- 7.9 The Company shall ensure that the Motorhome is fully insured pursuant to Clause 8. If any damage occurs to the Motorhome for which an insurance claim cannot be made such as that caused by other unidentified persons or Motorhome or by hitting low-level objects such as bridges or low-hanging trees, the Customer shall be deemed fully responsible.
- 7.10 The Company will make sure that you have the Motorhome ready for collection on time. However, we can not guarantee that the Motorhome will be ready for this time. In the event of a later departure time than agreed in the booking form, there will be no extension of your hire and the Motorhome will still be required to be returned in accordance with the booking form agreement. If due to circumstances beyond our control, the Motorhome is not available, for example damage caused by the previous hirer, our liability is limited to the refunds of all monies paid by you.

8. Insurance

- 8.1 Fully comprehensive insurance cover is provided as part of the Rental. This cover includes the following provisions:
- 8.1.1 Death or personal injury of or to a third party;
 - 8.1.2 Damage to the property of a third party limited to the sum of £ 5000 000; and
 - 8.1.3 Theft of the Motorhome and damage inflicted upon the Motorhome during an attempted theft.
- 8.2 What is not covered by insurance and you are liable to pay:
- 8.2.1 Loss of or damage to the insured vehicle and/or in-vehicle entertainment, communication and navigation equipment while the insured vehicle is left unattended arising from theft or attempted theft when:
 - 1) ignition keys have been left in or on the insured vehicle; or
 - 2) the insured vehicle has not been secured by means of all door locks; or
 - 3) any window or any form of sliding or removable roof or hood have been left open or unlocked; or
 - 4) the insured vehicle is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
 - 8.2.2 Loss or damage caused by an inappropriate type or grade of fuel being used.
 - 8.2.3 Damage caused by frost unless you took precautions to protect the insured vehicle.
 - 8.2.4 Loss or damage caused directly or indirectly by fire if the insured vehicle is equipped for cooking and/or heating of food or drink.
 - 8.2.5 Damage to tyres caused by braking, punctures, cuts or bursts.
 - 8.2.6 Loss or damage caused deliberately by you or by any person who is in charge of the insured vehicle with your permission.

8.2.7 Damaged caused by negligent act.

8.2.8 Damage to the underside of the vehicle or the roof.

8.2.9 Any damage to the interior of the motorhome.

8.3 Any insurance claim is subject to insurance excess of £500 which will be deducted from the security deposit.

9. Accidents and Theft

9.1 In the event of an accident the Customer must not admit any fault or responsibility. The Customer should take the following steps:

9.1.1 Make a detailed note of the names, addresses, telephone numbers and car registration numbers of any other parties involved in the accident – indicating also whether those parties are the owners of their respective vehicles;

9.1.2 Make a detailed note of the names, addresses and telephone numbers of any witnesses;

9.1.3 Contact the police in the event of any suspected injuries or any disputes over responsibility;

9.1.4 Contact the rental office of the Company from which the Motorhome was collected and inform them of the accident, following any further instructions the Company may issue;

9.1.5 Secure the Motorhome in a safe location, with police assistance if necessary.

9.2 If the Motorhome is stolen the Customer must firstly inform the police of the incident, providing all details requested. The customer must then inform the Company by contacting the rental office from which the Motorhome was collected, providing all details of the incident including information provided by the police including, where relevant, the crime reference number.

9.3 The Company does not provide insurance cover for anything inside or attached to the Motorhome that is not the property of the Company.

10. Cancellation

10.1 Any cancellations to the booking must be made by email to booking@mcmotorhome.co.uk. The Company does not accept cancellations via telephone.

10.2 If the Customer cancels the booking more than 6 weeks prior to the Rental Period no further sums will be due. The Customer will however not be entitled to a refund of the Booking Deposit.

10.3 If the Customer cancels a booking within

10.3.1 6-4 weeks of the Start Date 50% of the total hire Fees will be payable by the Customer.

10.3.2 4-2 weeks of the Start Date 75% of the total hire Fees will be payable by the Customer.

10.3.3 2 weeks or less of the Start Date 100% of the total hire Fees will be payable by the Customer.

10.3.4 In the event of no show, no refund will be given.

11. Fines, Penalties, Tolls and other Charges

11.1 In the event that a penalty charge notice, fine or similar penalty is issued which concerns the Motorhome during the Rental Period the Company will immediately inform the Customer and shall require them to pay the fine either to the Company or to the issuing authority as the case may be.

11.2 If the Customer receives any parking fines while the Motorhome is in their possession full payment of such fines must be made by the Customer directly to the relevant authority.

11.3 If the Customer takes the Motorhome on any toll road or other chargeable route, including but not limited to the London Congestion Charging Zone, the Customer shall be solely responsible for paying the requisite charges.

12. How We Use Your Personal Information (Data Protection)

12.1 All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation

("GDPR") and the Customer's rights under the GDPR.

12.2 For complete details of the Company's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Company's Privacy Notice at www.mcmotorhome.co.uk (site under construction).

13. Termination

13.1 The Company shall be entitled to terminate the Rental Agreement in the event that:

13.1.1 the Customer is in breach of these Terms and Conditions;

13.2 In the event of termination for any of the above reasons:

13.2.1 all payments required under the Rental Agreement shall become due and immediately payable; and

13.2.3 the Company shall have the immediate right to request the immediate return of the Motorhome or repossess the Motorhome and may charge the Customer for any reasonable costs involved in such repossession.

14. The Company's Liability

14.1 The Company shall be responsible for any foreseeable loss or damage that the Customer may suffer only as a result of the Company's breach of these Terms and Conditions or as a result of the Company's negligence. Loss or damage is foreseeable only if it is an obvious consequence of the Company's breach or negligence or if it is contemplated by the Customer and the Company when the Rental Agreement is formed. The Company will not be responsible for any loss or damage that is not foreseeable.

14.2 In any event, The Company's total liability under these Terms and Conditions shall be limited to the value of the contract between the Company and the Customer, that is, the total Rental Fees payable by the Customer.

14.3 Nothing in these Terms and Conditions seeks to exclude or limit the Company's liability for death or personal injury caused by its negligence (including that of its employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

14.4 Nothing in these Terms and Conditions seeks to exclude or limit the Company's liability with respect to the Customer's rights as a consumer. For more information on the Customer's legal rights and remedies as a consumer, it is recommended that the Customer contacts their local Citizens Advice Bureau or Trading Standards Office.

15. Events Outside of the Company's Control (Force Majeure)

15.1 The Company shall not be liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond its reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, pandemic, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond the Company's reasonable control.

16. Communication and Contact Details

16.1 The Customer may contact the Company in person by telephone at 07462460860 by email at booking@mcmotorhome.co.uk or by pre-paid post at 50 Craigseaton, Broxburn, EH52 6BD.

17. Other Important Terms

17.1 The Company may transfer (assign) its obligations and rights under these Terms and Conditions (and under the Rental Agreement, as applicable) to a third party (this may happen, for example, if the Company sells its business). If this occurs the Customer will be informed by the Company. The Customer's rights under these Terms and Conditions will not be affected and the Company's obligations under these Terms will be transferred to the third party who will remain bound by them.

17.2 The Customer may not transfer (assign) their obligations and rights under these Terms and

Conditions without the Company's express written permission.

- 17.3 These Terms & Conditions are between the Customer and the Company. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 17.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 17.5 No failure or delay by the Company in exercising any of its rights under these Terms and Conditions means that it has waived that right, and no waiver by the Company of a breach of any provision of these Terms and Conditions means that it will waive any subsequent breach of the same or any other provision.
- 17.6 The Motorhome is a non-smoking vehicle. The Customer must ensure that they, and any guests of theirs, do not smoke inside the vehicle. In the event that the Motorhome shows signs of smoking within it a charge cleaning fee of £250 will be charged for professional cleaning.
- 17.7 A maximum of two small pets are allowed to be taken with you only if the company is informed about their presence and an extra £50 cleaning fee is paid 6 weeks before departure.
- 17.8 The company offers a parking space for one car during the hire period, free of charge, at the hirer's own risk. The company will not be held liable for any damage caused to the vehicle while on the company parking space.

18. COVID-19 Policy

- 18.1 In line with government guidelines if you test positive for COVID-19 or display any symptoms you must follow the current guidelines put into place by government.
- 18.2 In the unfortunate event of the government requiring a further period of lock-down the Company will offer the following solutions:
 - 18.1.2 A full refund; or
 - 18.2.3 A change to the Rental Period subject to availability.

19. Governing Law and Jurisdiction

- 19.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of Scotland.
- 19.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 19.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

SCHEDULE 1

Fees

High Season – £175 per night

Mid Season – £140 per night

Low Season – £120 per night

During High Season the Motorhome may only be booked for a minimum of 7 nights.

During Mid and Low Season the Motorhome is permitted to be booked for a 3 night break. In the case of a 3 night break these will be either Monday to Thursday or Friday to Monday.

A booking of 7 nights may also be booked during Mid and Low Season.

Additional Charges

£50 cleaning fees for taking one or two small pets.

The sum of £100 per hour for any late Returns.

In the event the Motorhome is returned without a full tank of fuel the Customer will be charged for the tank of fuel plus at £50 surcharge.

Any damage caused to the Motorhome and any equipment provided therein. In the event of such damage a quote will be obtained and provided to the Customer for their information.

£100 for any failure to empty the toilet cassette.

£50 for any failure to empty the waste water.

A £250 cleaning fee if the Motorhome shows evidence of cigarette smoke within it.

In the event the Motorhome is returned in an unclean state the Customer will be charged a minimum of £50 for the same to be cleaned. This price will increase to £100 in the event the Customer has failed to clean utensils, pots, pans and other areas of the Motorhome.

By Booking with the Company you agree to the charges stipulated above being retained from the security deposit provided.