

Vehicle Rental Agreement

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1. Definitions

- a. 'Driver/Hirer' relates to the person(s) named under the terms of the Vehicle Rental Agreement.
- b. 'Land Rover Defender' relates to the vehicle which has been hired under the terms of the Vehicle Rental Agreement. All items supplied with the vehicle including, but not limited to, toolkit, spare wheel, vehicle documentation, fire extinguisher, first aid kit and any items supplied as part of the vehicle inventory including roof tent, sleeping bags, cooking equipment and camping chairs.
- c. 'Rental Period' relates to the period between the date and time of collection and the agreed date and time of return that the hirer legally has possession of the vehicle. This can only be varied if previous contact has been made with WildStuff Scotland and a written agreement made to return the vehicle at a time not stated on the Vehicle Rental Agreement.
- d. 'Vehicle 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 of the hirer and vehicle.
- e. 'Security Deposit' is the amount held at the commencement of hire for any purpose as outlined under section 3.

2. Conditions of hire

To be eligible to hire and drive our Land Rover Defender, **you must meet all of the following criteria** at the commencement of the hire period:

- a. You are between 25 and 75 years old;
- b. You have held a full EU or UK driving licence for a minimum of 2 years;
- c. You have not had your licence suspended for any period within the last three years;
- d. You have not been involved in more than one fault incident within the last three years;
- e. You have no more than two convictions with a maximum of 3 points per conviction;
- f. You have not obtained a BA (disqualified driver), DD (reckless or dangerous driving) or UT (theft or unauthorised taking) conviction;
- g. You are legally permitted to drive and have not been advised on medical grounds to not drive;
- h. You have provided us with your photo card driving licence with current drivers' ID and address;
- i. You have provided us with your National Insurance number so that we can perform an online licence check with the DVLA, or you have provided us with the relevant DVLA access code to perform these checks;
- j. You have provided us with two forms of proof of address (in addition to your driving licence) to allow us to perform identity checks, both dated within 90 days of the commencement of hire, where the name and address match your licence. These must include:
 - i. A utility bill (Electricity, Water, Gas, Broadband, Council tax or Landline), plus;
 - ii. One of the following - TV/internet/landline telephone bill (Including Sky/Virgin/BT etc), bank statement, credit card bill / statement, mortgage statement;Please note that we cannot accept any document relating to insurance for identity checking purposes.
- k. You will also need to have cleared a traceable security deposit (BACS, Credit/Debit Card or PayPal) and completed and signed a copy of our Vehicle Rental Agreement.
- l. Note that:

- i. One Additional Driver may be added by request to the Vehicle Rental Agreement, providing they meet the criteria set out in sections 2a – 2j above. Where you request to add an Additional Driver to the Vehicle Rental Agreement, we will decide whether or not we agree to adding that Additional Driver. Additional drivers must be agreed by us in writing. You agree to pay any additional fees for us doing this as specified on our website or as notified to you;
- ii. We reserve the right to refuse to hire a vehicle to any driver without providing a reason for our refusal.

3. Booking, deposits and payments

- a. You must pay the agreed hire charge and any other charges incurred during the hire period according to this agreement, including:
 - i. The cost of any damage or loss to the vehicle or its equipment which was not noted on our pre-hire inspection and which is not covered by our insurance;
 - ii. Any other uninsured damage to, or loss of, the vehicle, the keys or its equipment;
 - iii. Excess mileage at the rates shown in this agreement;
 - iv. The insurance excess (in the event of an insurance claim);
 - v. All parking fines, traffic violations and other charges incurred (we may charge an administration fee if we have to handle these on your behalf);
 - vi. Charges demanded lawfully by a third party as a result of the vehicle being parked or left upon land which is not a public road;
 - vii. If necessary, you consent to us notifying any authorities, organisations or enforcement agencies of you or any driver details, to effect a transfer of liability.
- b. A non-refundable 20% Booking Deposit is necessary to secure the vehicle for your chosen dates (subject to availability). Please ensure that you have read and understood the Vehicle Rental Agreement, and that you meet all the eligibility criteria to hire the vehicle before paying the deposit. The balance of the hire charge will be due at the time specified in section 3g.
- c. A £1000 Security Deposit is payable when you collect the vehicle at the beginning of your hire period. You agree to pay all charges upon request and authorise us to deduct from the Security Deposit any amounts due for:
 - i. any damage, costs or losses (whether negligent, wilful, accidental or otherwise) incurred during the period of hire not covered by our insurance;
 - ii. any additional charges, costs or losses you incur or are liable for whilst using the vehicle (e.g. the insurance excess, excess mileage, additional cleaning charges, fuel, parking charges, traffic fines etc).
- d. Your Security Deposit will be returned to you in full following the safe return of the vehicle and equipment, in the same condition as it left us at the beginning of your hire period, to the agreed location at the agreed time.
- e. We reserve the right to retain your Security Deposit for a period at the end of your hire to calculate any charges incurred before deducting them. If the Security Deposit is not sufficient to cover our uninsured or additional costs, charges and losses, you must pay any additional amounts due. We will allow you reasonable time to review itemised charges for any damage or loss.
- f. Where the Security Deposit is insufficient to cover our uninsured or other additional costs, charges and losses, you must pay any additional amounts due.

- g. Payment of the balance of the Hire Charge for the period of hire must be made at least 4 weeks before the commencement of your period of hire. If you are booking within 4 weeks of the start of your hire period, payment must be made in full at the time of booking. Prices quoted are payable in UK pounds sterling, net of any currency variances and bank charges.
- h. Payment of deposits and hire charges can be made by credit/debit card (prepaid cards are not accepted), bank transfer or PayPal. The credit/debit card, bank transfer or PayPal payment must be in the name of the main driver as it forms part of our identity checks. We cannot accept cash or cheques.

4. Hire Period

- a. You have agreed to hire the vehicle for the period shown in the Vehicle Rental Agreement and this is the period for which you will be insured to drive the vehicle. Early returns and unused days of hire are non-refundable.
- b. Your hire charge includes an allowance of 125 miles per 24 hours of the rental period. Any distance travelled in excess of this allowance will be charged at 40p/mile. This charge will be deducted from your Security Deposit.
- c. If you do not return the vehicle to the agreed location at the agreed time you will be charged an additional surcharge at a rate of £25 per hour for the first 3 hours and the balance of the security deposit thereafter. Any additional cost incurred by WildStuff Scotland will also be re-charged in addition to the surcharge.

5. Collecting the vehicle

- a. When collecting the vehicle, and before you drive away, you must complete a pre-hire inspection and familiarisation session with us (you must allow 60 minutes for this) to cover the following:
 - i. A pre-hire inspection of the vehicle, fixed equipment (roof bars, roof tent) and the vehicle inventory (camping equipment) including any optional extras you have specified;
 - ii. the safe operation of the vehicle and camping equipment.

6. Driving and using the vehicle

- a. You must:
 - i. Operate the vehicle within the limits of the law at all times;
 - ii. Secure all loads in the vehicle using the provided storage boxes and load restraint systems every time you drive the vehicle. Unsecured heavy loads can potentially cause serious injury.
- b. You must not:
 - i. Go to festivals or sporting events;
 - ii. Smoke, vape or use naked flames in the vehicle, even with the windows open. Any infringement of this rule will incur a minimum charge of £300;
 - iii. Use the vehicle for any form of competition;
 - iv. Use the vehicle for towing;
 - v. Use the vehicle for transporting cargo other than the supplied equipment and your personal belongings;
 - vi. Use the vehicle for hire, reward or driver training;
 - vii. Use the vehicle in connection with your employment or profession;

- viii. Carry more passengers than are included in the Vehicle Rental Agreement. For the avoidance of doubt, this will be a maximum of two persons (driver plus one passenger) per vehicle;
 - ix. Carry animals in the vehicle;
 - x. Fit any additional equipment to the vehicle;
 - xi. Apply any livery, branding, transfers or marks or paintwork to the vehicle;
 - xii. Drive the vehicle outside Scotland unless we have given you written permission to do so;
 - xiii. Drive on any unsealed or unauthorised roads or in an area that is designated as prohibited;
 - xiv. Drive on any beaches or in any salt water;
 - xv. Climb, stand or sit anywhere on the vehicle bodywork.
- c. This Agreement will be governed by the laws of Scotland. Any dispute may be settled in the courts of that country.

7. Height restrictions

- a. The vehicle is equipped with modifications that significantly increase the height of the standard vehicle and you must be vigilant for potential hazards such as car-park barriers, trees and bridges.
- b. You are responsible for any and all overhead damage to the vehicle or its accessories caused by striking any object.

8. Children

- a. Our vehicle is rented for use by adult couples only. Passengers under the age of 18 are not permitted. It is your responsibility to ensure that all passengers are legally and safely restrained for travel in the vehicle.

9. Roof and ground tents

- a. Always ensure that you understand the safe operation of the roof tent system. If you are unsure, stop and either phone us for advice, or check the instructions, rather than risking damage to the equipment.
- b. Take particular care to ensure that the roof tent is correctly stowed and locked in a closed position before driving the vehicle.
- c. In the event of lightning, you must exit the roof or ground tent and shelter in the vehicle or in a nearby building.
- d. Smoking, vaping or naked flames are forbidden in the roof tent or any ground tent. Any infringement of this rule will incur a minimum charge of £300.

10. Cooking and Fires

- a. You must only use the AIOKS (All In One Kitchen System) cooking equipment supplied with the vehicle.
- b. You must only operate the stoves at a safe distance away from the vehicle and any other flammable materials. Be aware that a gas flame may be difficult to see in bright sunlight.
- c. You must ensure that you have easy access to the fire extinguisher/blanket at all times when you are cooking.
- d. You must NEVER use the cooking equipment inside the vehicle, roof tent, awning or any ground tent.

- e. You must NEVER light an open fire or barbeque where sparks and embers could be carried towards the vehicle or any of our camping equipment.

11. Driving surfaces and 'off-road' driving

- a. 'Off-road' driving is not permitted. The Land Reform Act of 2003 specifically excludes motorised vehicles from land access rights in Scotland.
- b. Our insurance does not cover damage or loss of any kind whilst driving 'off road' (i.e. not on a legal highway).
- c. If you drive 'off road' intentionally or unintentionally you indemnify us of any consequence of any kind and you agree that any damage or excess wear and tear to the vehicle, any injury to any party, or loss of any kind, or any resulting legal action is your responsibility.
- d. Our vehicle is equipped with a GPS tracking device. While this is primarily intended for the purposes of crime-prevention, we may view these location data from time to time both during and after the end of the hire period. A condition of hire is that you consent to the use of such devices, and to the collation, storing and use of the information arising from them. The information recorded by the tracking device includes:
 - i. Real-time vehicle location;
 - ii. Real-time vehicle speed;
 - iii. Stored notifications of any instances where the legal speed limit has been exceeded;
 - iv. A log of all journeys made by the vehicle (distance, time and route).

12. Care of the vehicle and equipment

- a. You must:
 - i. Treat the vehicle and its equipment with care and respect, operating it as instructed during the orientation session; Take all reasonable steps to maintain the vehicle and our equipment, including drying equipment before stowing it wherever practicable;
 - ii. Contact us immediately if you become aware of a fault with either the vehicle or the equipment;
 - iii. Notify us immediately of any damage caused to the vehicle;
 - iv. Protect the vehicle and its equipment against weather or other environmental conditions which might cause damage (e.g. wind damage resulting from the tent being erected in an exposed position, allowing rain in to the vehicle through open windows and doors).
- b. You are responsible for any damage to the equipment during the hire period.
- c. Personal possessions are not covered. WildStuff Scotland is not liable for loss or damage to any property left, stored or transported in the vehicle. You are advised to take out holiday insurance.

You must not:

- d. Attempt to work on the vehicle yourself, or let anyone work on the vehicle, without our permission.

13. Security

You must:

- a. Take the keys out of the ignition when you are not in the vehicle and keep them safely with you;

- b. Close all the windows and sunroof, and lock the vehicle when you are not using it;
- c. Use the steering wheel security device provided whenever the vehicle is unattended;
- d. Avoid leaving the vehicle in locations that could pose a security risk, for example unlit areas in large urban settlements;
- e. Avoid leaving equipment, accessories or your own belongings on display.

14. Returning the vehicle

You must:

- a. Return the vehicle at the agreed date and time to the agreed location with a full tank of fuel;
- b. Notify us as soon as possible if you cannot return the vehicle at the agreed time (you will not be covered on our insurance beyond any agreed return time);
- c. Ensure the interior of the vehicle is clean and that the camping equipment is also clean and tidy – additional cleaning charges may be incurred if the vehicle or equipment is returned to us in a poor state;
- a. Perform a post-hire inspection with us and report any defects or damage, however they have arisen. Some damage may not be apparent at the post-hire inspection due to adverse light or weather conditions, or such as mechanical damage (for example to the engine or transmission). If we find any damage after you have returned the vehicle, we will notify you as soon as we can;
- b. Hand the keys back to us personally.

15. Our insurance

- a. Our hire charges include the provision of vehicle insurance provided to us by Markerstudy Insurance. We will provide you with full details of our insurance policy separately. Please ask us if you have any questions regarding the extent of the cover provided.
- b. The insurance is only valid for the period shown on the Vehicle Rental Agreement. Any return later than that shown on the Vehicle Rental Agreement or allowing a person that has not been named on the Vehicle Rental Agreement to drive, will invalidate the insurance and constitute an 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 vehicle, personal injuries, third party property as well as any other related liabilities after the expiration time of the insurance cover.
- c. Please note that although termed 'comprehensive' our insurance does NOT give you complete cover, for example:
 - i. You are not covered for the excess – this is the financial component of any insurance claim that you must pay;
 - ii. You are responsible for all costs incurred through your own negligence;
 - iii. Your own property is not covered by our insurance.
- d. You may decide to take out separate insurance to cover aspects of your hire that are not covered by our insurance. It is your responsibility that any additional cover you organise is suitable for the purposes of hiring a vehicle from WildStuff Scotland.
- e. You should be aware that you are likely to be responsible for all costs, expenses and claims for damage or loss incurred through your own negligence (an act or omission which falls short of a standard to be expected of a reasonable person), for example if you:
 - i. Drive and damage the vehicle or its equipment with the roof tent open, or not securely closed;

- ii. Drive the vehicle under a low object and damage the roof tent, roof rack, or the vehicle itself;
- iii. Leave the keys in the vehicle and it is stolen;
- iv. Drive through spaces which are too narrow for the vehicle.

16. In the event of an accident

You must:

- a. Notify the police;
- b. Complete the Accident Report Form provided with the vehicle. Failure to provide third party details and a completed Accident Report Form may result in additional liabilities. Use the form to record:
 - i. The names and addresses of everyone involved, including witnesses;
 - ii. The registration numbers, colour, make and model of the vehicles involved;
 - iii. Details of the insurers of any third parties;
- c. If possible and appropriate, photograph the scene, the positions of the vehicles and damage to them;
- d. Make the vehicle secure;
- e. Notify WildStuff Scotland as soon as possible.

For the avoidance of doubt:

- f. In the event that the vehicle cannot be driven after an accident, a replacement or substitute vehicle is not assured;
- g. You accept that we will not be liable to pay any compensation or cover other losses or expenses as a result of an accident.

17. Breakdown

- a. In the event of a breakdown:
 - i. Call our breakdown policy provider RAC on 0333 202 3000 and notify WildStuff Scotland that you have broken down. The RAC will attempt to repair the vehicle at the roadside, subject to your location;
 - ii. If the RAC cannot repair the vehicle at the roadside, they will take the vehicle, driver and passengers to one of their repairers;
 - iii. If the vehicle can't be fixed locally, RAC will take you and the vehicle back to our base;
 - iv. Misfuelling – **If you mistakenly put the wrong fuel in the vehicle, you must NEVER attempt to start the engine or drive the vehicle.** You are responsible for all costs incurred including draining and flushing the fuel system, any engine parts including seals that need to be replaced including the relevant labour charge due to the misfuelling, along with a full tank of fuel. Our policy with RAC covers the cost of moving the vehicle to a local repairer if you mistakenly put the wrong fuel in the vehicle. The policy does not cover the cost of draining and replacing the contaminated fuel, or for damage to the engine;
 - v. All incidents related to tyres, including punctures, are your responsibility.
- b. By signing this Vehicle Rental Agreement you accept that if the vehicle breaks down that our liability extends to refunding your hire charge for any days you lose use of the vehicle, unless the breakdown is deemed to be caused by your negligence;

- c. For the avoidance of doubt, you accept that we will not be liable to pay any compensation or cover other costs, losses or expenses resulting from a breakdown (subject otherwise to the terms, exceptions and conditions of this Vehicle Rental Agreement, our vehicle Insurance provided by Markerstudy, and our Breakdown Policy with RAC).
- d. You may wish to consider taking out separate travel insurance to cover you for any additional costs incurred in the event of a breakdown.

18. Stolen vehicle

- a. In the event of the vehicle being stolen the first thing you must do is contact the Police to report the theft and obtain a crime reference number. Please then contact WildStuff Scotland directly as the vehicle is fitted with a tracking device that allows us to assist in its recovery.
- b. **IMPORTANT:** If the vehicle is stolen and you cannot provide the keys, then the loss is your responsibility and is unlikely to be covered by our insurance.

19. Our responsibilities

- a. We assure you that:
 - i. we have maintained the vehicle to a legal standard;
 - ii. that the vehicle and its equipment are suitable for hire at the start of the hire period;
 - iii. we will identify and tell you about any existing damage before you drive the vehicle.
- b. We are NOT responsible:
 - i. for indirect losses which happen as a side effect of any main loss or damage and which are not foreseeable by you and us (such as loss of opportunity);
- c. Should the vehicle be unavailable due to unforeseen consequences, our liability is limited to a refund of monies paid by you to WildStuff Scotland.

20. Data protection

- a. By entering into this Vehicle Rental Agreement you agree that we can process and store your personal information in connection with this Agreement, including data collected from the vehicle. We may use your information to analyse statistics, credit control and to protect our assets.
- b. You agree that if you break the terms of this Agreement we can pass your personal information to credit-reference agencies, debt collectors, the police or any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the Data Protection Act 1998.

21. Cancellation or termination

- a. You may cancel your booking at any time by giving notice in writing or by e-mail, which will take effect on the date we acknowledge it to you.
- b. In the event of a cancellation or termination initiated by you, one of the following applies:
 - i. 30 days or more prior to the Hire Period: Full refund of the Hire Charge, no refund of the Booking Deposit;
 - ii. Between 14 and 29 days prior to the Hire Period: 50% refund of the Hire Charge, no refund of the Booking Deposit;
 - iii. Less than 13 days prior to the Hire Period: No refund of the Hire Charge or Booking Deposit

- c. Before you enter into this Agreement you may wish to consider taking out separate travel insurance to cover you for costs incurred in the event of an unexpected cancellation;
- d. If the vehicle is unavailable for your hire, or if we need to cancel your hire for any reason, the full extent of our liability will be the refund of any monies paid to us by you. For the avoidance of doubt, we will not be held liable for any other costs incurred by you, including but not restricted to, flights, campsite bookings and other accommodation.

22. Ending the Agreement

- a. We are entitled to terminate this Agreement if you break its terms and you must then return the vehicle immediately. If the Agreement is terminated, we may repossess the vehicle and any associated costs must be paid by you. 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.
- b. You understand and agree that if you fail to meet any conditions of this Vehicle Rental Agreement that you will be liable for the fees shown at Clause 21 above.