

# TERMS AND CONDITIONS OF HIRE

TC201804

1. **General**
  - 1.1 The following words and expressions shall have the meanings set aside them:
    - "we" "our" "us" refers to us Luteam Limited (trading as County Car & Van Hire) from whom you have rented the Vehicle.
    - "you" "your" refers to you the Hirer who has rented the Vehicle.
    - "Accessories" means any accessory or ancillary equipment we have provided in relation to the Vehicle including towing equipment, roof racks, non-standard tyres, radio and stereo equipment, number plates, tools, manuals and the tax disc.
    - "Delivery Point" means the premises at which you will take possession of the Vehicle which in the absence of written agreement to the contrary shall be at our premises.
    - "Insurance Policy" means the policy of insurance under which the Vehicle is operating.
    - "Modifications" means mechanical or other modification to the Vehicle and any alterations or additions to it including Accessories or their removal or interference if supplied with the Vehicle and in relation to any identification marks or advertising to or on the Vehicle.
    - "Charges" means all and every amount payable by virtue of this Agreement whether or not detailed overleaf.
    - "Rental Period" means the period of Hire ending on the earlier of the following days: the day on which the Vehicle is re-delivered to us at our premises (or such other premises as are agreed in writing) or the day upon which this Agreement terminates, or upon the expiry of the 84th day from the date of this Agreement.
    - "Vehicle" means the Vehicle you have rented from us under this Agreement and detailed overleaf.
  - 1.2 Save as inconsistent with the following the expressions defined overleaf shall in the Terms and Conditions have the same meaning.
    - 1.3 We will prepare a vehicle inspection report form for the Vehicle which will specify the precise visible condition of the Vehicle and which shall repeat many of the insurance exclusions and excesses for which you may be liable and before you take possession of the Vehicle you must sign the vehicle inspection sheet (which you may amend) which signature shall constitute your acceptance of:-
      - 1.3.1 the condition of the Vehicle; and
      - 1.3.2 that it is fit for your purpose; and
      - 1.3.3 this it is compliant with the details specified on the inspection report form; and
      - 1.3.4 that there has again been full disclosure to you of some of the liabilities which you may incur and which may not be covered by insurance
  2. **Duration and Possession**
    - 2.1.1 This Agreement shall commence on the day it is signed and dated on the reverse.
    - 2.1.2 The hiring shall commence on the date that the Vehicle is available to you at the Delivery Point and shall continue for the Rental Period or until terminated as hereinafter provided.
    - 2.2 Upon termination of the Rental Period however caused you shall immediately give up possession of the Vehicle to us in good working order and condition (fair wear and tear excepted) and in a reasonably tidy and clean state and shall give us back all Insurance Policies, Licenses, Registration and other documents relating to the Vehicle and in your control.
    - 2.3 In the event of your default under clause 2.2 or other of your obligations under this Agreement we shall be entitled to retake possession of the Vehicle and you hereby irrevocably permit us or our authorised representatives at all reasonable times to enter upon the premises where the Vehicle may from time to time be garaged or parked for this purpose. In the event that such repossession takes place you shall bear the reasonable costs, charges and expenses incurred by us at any time in ascertaining the whereabouts of the Vehicle and incurred in collecting and taking repossession of the same.
  3. **Payment**
    - 3.1 You shall punctually pay without further demand to us the Charges at the commencement of this Agreement or otherwise upon demand.
    - 3.2 Times of payment are the essence of this Agreement and all payments shall be made to us at our premises.
    - 3.3 You shall pay a deposit on or before collecting the vehicle which shall first be applied in settling with us any additional liability you may incur to us and if none shall be refunded at the end of the Rental Period.
    - 3.4 You shall pay a Charge for each mile the Vehicle is driven beyond the specified limit in this Agreement and until the Vehicle is again in our possession and control. Where a rate is not specified by Us on the reverse of this agreement, this Charge shall be no more than 300 pence per excess mile.
  4. **Your Duties**

For the period until the Vehicle is again in our possession and control:-

    - 4.1 You shall permit us and persons duly authorised by us at all reasonable times to inspect the Vehicle and for that purpose to have access to any premises where the Vehicle may be situated.
    - 4.2 You shall not without our written consent remove or permit the removal of the Vehicle from the United Kingdom Mainland or any British Isle from which the hire began and may not take the Vehicle from Ulster to the Republic of Ireland.
    - 4.3 You shall at all times keep the Vehicle in your possession and control.
    - 4.4 You shall not use or permit the Vehicle to be used for hire, driving tuition, towing, racing, speed testing or pace making, or for competing in any rally or other motor sport, and shall not overload the Vehicle or otherwise breach the manufacturer's recommendations and shall only use the Vehicle for the purpose for which it was expressly designed.
    - 4.5 You shall not make or permit to be made any Modifications to the Vehicle.
    - 4.6 You shall at your expense ensure that the correct levels are maintained for engine oil, battery fluid, coolant, screen wash and automatic transmission fluid (where applicable) petrol and lubricants and shall ensure that they are of the recommended type. You are responsible to maintain tyres to the recommended inflation pressures.
    - 4.7 You shall not permit the Vehicle to be used:-
      - 4.7.1 in a manner which would render void the Insurance Policy;
      - 4.7.2 in contravention of any Road Traffic Act or Construction and Use Regulations or for any unlawful purpose;
      - 4.7.3 by a driver who is not authorised in writing by us nor by a person who has not got a relevant License to drive the Vehicle and whose age is not between 25 years and 70 years or where you have not obtained an Operator's Licence where one is required for the Vehicle;
      - 4.7.4 by a person under the influence of alcohol or drugs (whether prescribed or not);
      - 4.7.5 in the event of mechanical, electrical or structural failure or damage of the Vehicle where further damage might thereby be caused;
      - 4.7.6 to carry a load greater than that for which the Vehicle is authorised to carry or for which it is designed or for the purpose of carrying or accommodating animals or pets.
      - 4.7.7 or to be driven beyond a distance of 500 miles in any period of seven days unless endorsed to the contrary by Us on the reverse of this Agreement.
    - 4.8 You shall return the Vehicle to us on the date it is specified to be due back on or before the time of the day at which you took possession of the Vehicle and insofar as you do not return the Vehicle within one hour of that time you must pay charges for each additional day (or part thereof), until the Vehicle is returned to us. For the purpose of this clause "day" means a 24 hour period commencing at the time at which you took possession of the Vehicle.
  5. **Insurance and Damage**
    - 5.1 Where you insure the Vehicle:-
      - 5.1.1 you must and you undertake to insure the Vehicle and its Accessories for its full replacement value against loss or damage (including windscreen damage) by accident, fire or theft under a comprehensive policy by an Insurer of repute;
      - 5.1.2 you shall notify your Insurers before the Rental Period starts that the Vehicle is on hire from us and request the Insurers to endorse a note of our interest on the Insurance Policy naming us a loss payee and you shall immediately on our demand show us the Insurance Policy, the premium receipt and the Insurance Certificate;
      - 5.1.3 if you default in payment of any premium in respect of such insurance then we may pay such premium whereupon you shall repay the amount we outlay immediately on demand.
    - 5.2 Where we insure the Vehicle:-
      - 5.2.1 You will not allow any person to drive the Vehicle who has not completed our Insurance Proposal Form to our satisfaction and verification; and
      - 5.2.2 you shall pay for such insurance at our rates of charge from time to time payable together with the cost of any collision damage repair up to the amount of the excess on such Insurance Policy.
    - 5.3 Irrespective of who insures the Vehicle:-
      - 5.3.1 you shall indemnify us against all loss or damage to the Vehicle and its Accessories howsoever caused (including by theft or malicious damage) not recoverable under the Policy of Insurance and you shall be liable to pay us any amount deducted by the Insurers by way of excess or in respect of damage caused to the Vehicle prior to the date of a total loss and shall indemnify us against all and any loss suffered by us in consequence of the loss or destruction of the Vehicle.
      - 5.3.2 you shall immediately notify us of the details of any damage to or accident involving the Vehicle and you shall not compromise any claim without our consent and you shall allow us to take over the conduct of the negotiations (save in relation to claims for your personal injury or loss or damage unconnected with the Vehicle) and you shall at our expense take such proceedings as we may direct holding such sums recovered on trust for us and if the Vehicle is declared a total loss within the Rental Period the hire thereof shall then terminate;
      - 5.3.3 you shall at our request do all that is reasonably required by us to permit your name to be used by us for the enforcement of or in legal proceedings relating to any rights or remedies against any party in connection with damage or an accident to the Vehicle;
      - 5.3.4 we shall have the exclusive right to repair or have repaired any Vehicle the subject of an accident and if we do not choose to do so you shall be liable to reinstate or repair at your own expense a Vehicle which has not become a total loss and you shall continue to pay the rental charges in respect of the Vehicle during such reinstatement or repair until the expiration of the 84th day from the date of this Agreement;
  6. **Faults and Repairs**
    - 6.1 You shall immediately inform us of any fault in the Vehicle, or maintenance or servicing requirement indicated by the Vehicle. You shall not use the Vehicle whilst it is in an unroadworthy condition.
    - 6.2 In any event you shall permit us to carry out essential repairs, servicing or maintenance to the Vehicle.
    - 6.3 Whenever requested by us you shall return the Vehicle to us for inspection. If we decide that the Vehicle is not of satisfactory standard for reasons unconnected with any fault on your part we shall use all reasonable endeavours (but shall not be bound) to provide a suitable replacement Vehicle or shall credit you with such amount not exceeding two days charges as we shall consider appropriate. Subject only to the above we accept no responsibility for any loss, damage, costs, claims or expenses suffered or incurred by you or by any third person (including your servants or agents) except that we do not by this exclude its liability for death or personal injury arising out of our negligence.
    - 6.4 You shall not repair or attempt to repair the Vehicle in the event of damage or breakdown but must at once notify Us.
    - 6.5 If the damage or breakdown has been caused by your fault or carelessness or by your misuse of the Vehicle including in relation to damage to Accessories, tyres, windows, lights or the interior the repair and consequent reasonable expenses (e.g. recovery) will be payable by you.
    - 6.6 We may substitute another Vehicle of similar type or condition in lieu of repairing the Vehicle hired without relieving you from the responsibility of cost of repair under clause 6.5 and without extending the period of hire
    - 6.7 Nothing in this agreement shall affect or diminish your liability for any breach of the terms and conditions of this agreement or render us liable to you for any resultant or consequential loss damage or inconvenience.
    - 6.8 In the event of any fault or damage caused by an accident no matter how minor the accident may appear to be to you and/ or any authorised driver you shall:-
      - 6.8.1 not admit liability or guilt;
      - 6.8.2 make every endeavour to obtain names and addresses of parties involved and of independent witnesses;
      - 6.8.3 notify the Police immediately if another party's guilt has been ascertained or if people or animals are injured;
      - 6.8.4 not abandon Vehicle without adequate provisions for safe guarding and securing it;
      - 6.8.5 (in case of damage) telephone our office as soon as possible to give us details and thereafter will provide a detailed repair and diagram to us and then later such further information as we may require;
      - 6.8.6 deliver to us all summons and documents of legal claim within three days of receipt;
      - 6.8.7 complete and write out to the best of your knowledge information and belief any documents including insurance claim forms and statements that we shall require and co-operate fully with us in the investigation and defence of any claim made against us.
    - 6.9 Where we authorise you shall deliver and collect the Vehicle to and from any maintenance or repairing agent and we shall discharge the reasonable cost of moving the Vehicle to a repairing agent when it has become unroadworthy, unless you are liable for the same by virtue of any other provision of this Agreement.
  7. **Indemnities**

You will indemnify us from and against any of the following events occurring during the Rental Period:-

    - 7.1 the theft of or malicious damage to the Vehicle when parked unless the keys are removed and all the doors are locked and windows closed;
    - 7.2 notwithstanding 7.1 above where you place the Vehicle in danger of theft or malicious damage which danger is or ought to be reasonably foreseeable;
    - 7.3 any offences committed or fines or penalties imposed on us and incurred in respect of the Vehicle under any relevant road traffic legislation including any Order by virtue of the Road Traffic Regulations Act 1984 (including under Sections 45 and 46), the Local Authorities Act 1996, any penalty charge incurred under the Road Traffic Act 1991 and for any fine or penalty incurred by the Vehicle being in a Bus Lane or other improper position on the public highway, any civil action brought against the Hirer or driver of the Vehicle together with in all cases any cost or expense relating thereto incurred by us including a reasonable amount (not being less than £25.00 per hour or part thereof) for our time and administration in acting reasonably in response thereto.
  8. **Our Duties**
    - 8.1 Provided that you duly comply with each and every one of your obligations under this Agreement and unless otherwise stated we shall -
      - 8.1.1 at our own expense maintain the Vehicle in good working order and condition;
      - 8.1.2 obtain and pay (of the Vehicle Excise License and any MOT certificate for the vehicle;
      - 8.1.3 provide and pay for all tyres and parts required to be replaced through fair wear and tear or faulty manufacture.
    - 8.2 Our obligations under this clause shall not arise in respect of any damage caused to or occasioned by the Vehicles as a result of your breach of your obligations or any of them under this Agreement.
  9. **Termination**
    - 9.1 If you shall fail to pay any Charges or if you have committed a breach of any terms and conditions whether expressed or implied of this Agreement or if you shall have made a false declaration or given false information to us or the Insurers or if you allow to be done any act or thing which in our reasonable opinion may jeopardise our rights in the Vehicle then in each and every case you shall be deemed to have repudiated this Agreement whereupon we may terminate it forthwith.
    - 9.2 If any of the following events occur namely:-
      - 9.2.1 you, being an individual, shall die or have an Order made against you under the Insolvency Act 1986 or if you enter into a voluntary arrangement or are the subject of a Bankruptcy Petition or Order.
      - 9.2.2 If you are a Company and shall enter into liquidation, call a meeting of your Creditors, have a Receiver appointed in respect of any of your assets, or shall be the subject of an Administration Petition under the Provisions of the Insolvency Act 1986 or shall be unable to pay your debts within the meaning of that Act, then in each and every case the hire constituted by this Agreement shall thereupon and without notice terminate and no payment subsequently accepted by us without knowledge of such termination shall in any way prejudice or affect the operation of this clause 9.2.
    - 9.3 You shall upon any termination under clauses 9.1 or 9.2 pay to us:-
      - 9.3.1 all Charges then due and all other sums accrued due and unpaid at the date of termination;
      - 9.3.2 compensation for the loss suffered by us as a result of such termination such loss being determined by us acting reasonably having regard to all reasonable circumstances; and
      - 9.3.3 any other sums which are or become due to us or to which we are entitled by way of damages. The termination of the hire as above-mentioned shall not affect any of your rights or our rights subsisting at the date for termination.
  10. **General Liability**

Except for our liability for death or personal injury caused by our negligence or that of our employees or agents and except where you deal as a consumer-

    - 10.1 all conditions, warrants and representations, whether expressed or implied, relating to the quality of the Vehicle or its suitability or fitness for any particular purpose or its conformity with any description, whether arising by reason of statute common law or otherwise are hereby expressly excluded;
    - 10.2 we exclude liability for any claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Vehicle or its use including in relation to property carried in or left in the Vehicle,
    - 10.3 although we will use all reasonable endeavours to discharge our obligations under this Agreement in a prompt and efficient manner we do not accept liability for any failure or delay caused by circumstances beyond our control.
  11. **Ancillary**
    - 11.1 All sums due from you to us shall be increased to include VAT at the rate or rates from the time being in force.
    - 11.2 If we grant you forbearance indulgence or relaxation in respect of any of the provisions of this Agreement this shall not in any way diminish restrict or prejudice our rights or powers under this Agreement nor operate as or be deemed to be a waiver of any breach of the terms and conditions of this Agreement.
    - 11.3 You hereby waive all and any future claims and rights of set-off against any payment due under this Agreement and you agree to pay all amounts due hereunder regardless of any equity, set-off or cross-claim on your part against us.
    - 11.4 Where two or more persons are described as you and/or the Hirer under this Agreement the liability of each of them shall be joint and several.
  12. **Collection, Usage and Sharing of Personal Data (G.D.P.R.)**  [county-rental.co.uk/GDPR](https://www.county-rental.co.uk/GDPR)
    - 12.1 By entering into this 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 for statistical analysis and market research, automated decision-making about your ability to hire from us, for credit control and asset protection.
    - 12.2 If we receive a notification from the Police, local authority or private parking company that a penalty, parking charge notice or any other offence has been committed whilst the Vehicle was in your custody and control we will, where possible, provide your details to the authority/company issuing the penalty, notice or offence.
    - 12.3 You agree that if you break the terms of this Agreement we can pass your personal information to credit-reference agencies, debt collectors, Police, local authorities, councils, private parking companies or any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (B.V.R.L.A.), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the Data Protection Act. The Vehicle is fitted with a telemetry and/or tachograph device which we may use to track its location, to verify its mileage is within agreed terms, and to score driver behaviour. If the Vehicle is not returned to the agreed time and place we will use the data from the device to recover the Vehicle. Tampering with the device may render the Vehicle inoperable. Responsibility for protecting data held in a digital tachograph (where fitted) is your sole responsibility and we cannot be held liable in any manner whatsoever, if you have not taken the necessary steps to protect the data by locking it in.
    - 12.5 The Vehicle is a connected vehicle and if you connect your personal phone to the Vehicle it could result in the transfer of your personal data to the Vehicle and the Vehicle manufacturer's cloud servers. It is your sole responsibility to erase any personal information that is stored in the Vehicle before returning it, and we can assist with this (at your request).

# ADDENDUM TO TERMS AND CONDITIONS OF HIRE: CAMPERVANS / MOTORHOMES

TCADD201806

## 13. Addendum Definitions, Interpretation and Superiority

- 13.1 In this addendum, terms shall be construed to have the same meaning as defined in the main document unless otherwise stated or the context otherwise requires. In addition:
- 'Booking Deposit'** means a deposit payment of 50% of the Rental Charges payable in accordance with clause 14.
  - 'Collection Time'** means the agreed collection time (or window of time) and date stated on the Rental Agreement.
  - 'Contract'** means your contract with Us, taken to be Our acceptance of Your request to hire the Vehicle together with consideration paid by You to Us, agreed under these Terms and Conditions of Hire.
  - 'Delivery'** means the transfer of physical possession of the Vehicle to the Hirer at the Depot.
  - 'Depot'** means Our premises selected at the time of booking and confirmed in writing from Us to You.
  - 'Driver'** means the person or persons nominated as the driver(s) under the heading Hirer and any Additional Drivers on the Rental Agreement.
  - 'Rental Agreement'** or **'Agreement'** means the paperwork signed by the Hirer and Us for the rental of the Vehicle at the time of collection, which incorporates the Terms and Conditions of Hire including the terms forming this addendum.
  - 'Return Time'** means the agreed return time (or window of time) and date stated on the Rental Agreement.
  - 'Security Deposit'** means money held as security by Us in relation to this hire.
  - 'Vehicle'** means the vehicle as stated 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.

- 13.2 If any of the terms of the Agreement conflict with or contradict each other those terms will override each other in the following order of priority: (1) this Addendum to Terms of Conditions of Hire; (2) the Terms and Conditions of Hire; and (3) any other document referred to therein.

- 13.3 The headings in the Agreement are intended for reference only and do not affect their construction.

- 13.4 Words denoting persons include individuals, companies, partnerships, unincorporated associations and other bodies (in each case, wherever resident and whether or not having separate legal personality) and references to a company shall include any company, corporation or other body corporate wherever or however incorporated or established.

- 13.5 A reference to a party is a reference to a party to this Contract, and parties shall be construed accordingly.

- 13.6 A reference to a statute, statutory provision or subordinate legislation shall be construed as including a reference to that statute, provision or subordinate legislation as in force at the date of this Contract (and as from time to time amended, re-enacted or replaced) and any subordinate legislation made from time under it.

- 13.7 General words introduced by the word 'other' or the use of the word 'otherwise' shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things where a wider construction is possible. The masculine shall include the feminine.

- 13.8 Words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and the words 'includes', 'including' and 'in particular' (or similar terms) are not to be construed as implying any limitation and shall be read and construed as if immediately followed by the words without limitation.

## 14. Booking and Payment

- 14.1 Availability is on a request and confirm basis at the time of booking.
- 14.2 A booking is only binding after We have confirmed availability and the Booking Deposit has been received in full by Us. Once the Booking Deposit has been received by Us, a confirmation email will be sent out to the Hirer.
- 14.3 Upon receipt of the Booking Deposit, the Contract terms and conditions shall apply to the exclusion of any other terms that the Hirer seeks to impose or incorporate.
- 14.4 Settlement of the remaining balance of Charges is due no later than the Collection Time. We reserve the right to cancel the booking if payment is not received six weeks prior to the Collection Time. The Hirer shall pay the remaining balance by credit or debit card or otherwise by cleared funds in pounds sterling. Cheques or cash will not be accepted.
- 14.5 For late bookings (less than six weeks before the planned Collection Time) the full Charges are payable on booking. Vehicles will not be released without full payment of the Charges being completed.

## 15. Hire Rates

- 15.1 Unless otherwise stated, the Charges quoted shall:
- 15.1.1 exclude Value Added Tax, which will be applied at the prevailing rate; and
  - 15.1.2 include (subject to underwriter approval), the benefit of Our 'Standard Cover', which covers accident damage to the base chassis of the Vehicle whilst it is on the public highway, theft of the Vehicle (where the Vehicle was left secured and the keys were not used to carry out the theft) and third party claims brought under the Road Traffic Act; save that any negligent act on the part of the Hirer will render such cover void, neither is any cover provided for damage sustained to the Vehicle above the height of the Driver's head when sat in the driver's seat, nor is any cover provided for damage sustained to the Vehicle where it has been run around.
- 15.2 For the avoidance of doubt, no cover or indemnity is provided for damage to any part of the Vehicle when it is neither on the public highway, nor on the driveway nor in the garage of a private dwelling house.
- 15.3 We will arrange full breakdown cover to cover any mechanical faults to the base chassis of the Vehicle. Any call out charges necessitated by the client through operator error, e.g. a flat vehicle battery, wrong or insufficient fuel, using incorrect fuel, keys locked in Vehicle etc. will be the responsibility of the Hirer.

## 16. Cancellation

- 16.1 There is no statutory right to cancel this Contract. Although there is no statutory right to cancel this Contract, we will provide you with the right to cancel this Contract subject to the charges below, dependent upon the time of cancellation:
- More than 42 days before the Collection Time: the Booking Deposit;
  - 15 - 42 days before the Collection Time: 75% of total Charges; and
  - 14 days or less before the Collection Time: 100% of total Charges.
- 16.2 To exercise the right to cancel the Hirer must inform Us of their decision to cancel this Contract by a clear statement made in writing, which shall be deemed to have been served at the time it was received by Us.

## 17. Geographical Limits on Use

- 17.1 Use of the Vehicle is limited to Great Britain and Northern Ireland only, unless agreed to otherwise in writing by an endorsement made to the obverse of the Rental Agreement by Us.

## 18. Vehicle Collection & Return

- 18.1 The Hirer shall collect the Vehicle from the Depot at the Collection Time.
- 18.2 The Hirer shall allow 2 hours (which shall be within the operating hours of the Depot) for the hand-over at the Depot in order to complete the necessary documentation and allow a full demonstration of the Vehicle.
- 18.3 All Drivers must be present on collection of the Vehicle and bring their full valid driving licence, passport and U.K. utility bill no older than 60 days together with a suitable credit or debit card for payment of the Security Deposit.
- 18.4 We will make every reasonable effort to have the Vehicle ready for the designated Collection Time, however We cannot guarantee that the Vehicle will be ready for this time.
- 18.5 The Vehicle must be returned to Depot on or before the Return Time. The Hirer shall allow 1 hour for the return hand-over at the Depot. Vehicles must be returned undamaged, with:
- a full tank of the correct fuel;
  - empty fresh water tank, waste water tank and toilet cassette (where fitted); and
  - the interior clean and in the same condition as it left the Depot.
- 18.6 If the Vehicle is not returned in this condition a notice of charge will be made no later than 7 days after the Return Time.
- 18.7 If the Hirer will be late returning it shall advise Us immediately. Failure to advise Us immediately may result in prosecution for driving whilst uninsured.
- 18.8 An additional charge of £75 per hour or part thereof, will be made for all late returns.

## 19. Vehicle Systems

- 19.1 We will carry out a full inspection on the Vehicle before the commencement of hire and any existing damage will be stated on the Rental Agreement, incorporating a Vehicle Inspection Report Form together with an Inventory. Our inspection involves testing every system on board the Vehicle to ensure that they are operating correctly. In conjunction with this the Hirer will be taken on a tour of the Vehicle and shown how each system works.
- 19.2 By signing the Agreement, the Hirer agrees with the state of the Vehicle and its contents as specified in the Vehicle Inspection Report Form and the Inventory and affirms that he and his passengers have read the handbook and understand how to operate the Vehicle and its systems safely and correctly.
- 19.3 Should an on board system fail during the Rental Period, We will endeavour to remedy the fault.

## 20. Change of Vehicle

- 20.1 Where, due to circumstances beyond Our control such as the Vehicle being returned very late or with damage by the previous Hirer, We reserve the right to substitute a comparable or superior Vehicle for the Vehicle ordered. In that event, the Hirer shall not be liable for any increased Charges pertaining to the substitute vehicle. Such substitution shall not entitle the Hirer to any refund and nor does it constitute a breach of this Contract.

## 21. Charges

- 21.1 In addition to any other charges or deposits levied under this Agreement the Hirer will pay Us:
- 21.1.1 A valeting fee and/or upholstery cleaning fee if the Vehicle is not returned with the interior in a clean condition;
  - 21.1.2 An additional fee of £25.00 if the toilet and waste water tank (where fitted) are not emptied prior to the return of the Vehicle in accordance with clause 18.5;
  - 21.1.3 The cost of refilling the fuel tank (at the prevailing rate displayed at the Depot) should it not be returned at least to the level specified on the Vehicle Inspection Report Form at the commencement of the Agreement;
  - 21.1.4 The late fee of £75.00 per hour or part thereof, should the Vehicle be returned after the Return Time;

- 21.1.5 The nominated cancellation fee in the event of cancellation of the Contract prior to collection of the Vehicle;
- 21.1.6 Any additional costs over and above the Security Deposit value should damage charges or additional fees exceed the Security Deposit value; and

- 21.1.7 The cost to recover a Vehicle where recovery is required due to a fault of the Hirer.

- 21.2 All charges and expenses payable by the Hirer under this Contract are payable on demand by Us. If they are not paid within 14 days, then the Hirer is liable to pay statutory interest on the outstanding balance and any additional costs incurred by Us, including reasonable legal fees to recover the outstanding money owed.

## 22. Security Deposit

- 22.1 The Security Deposit is payable by a credit or debit card upon collection of the Vehicle. Not all providers are accepted.
- 22.2 Any refund of the Security Deposit will be initiated within seven working days of the Vehicle being returned to the Depot as per the criteria set out in clause 18 provided that there are no outstanding claims. It will not be refunded at the Return Time. We shall have no liability for the length of time it takes the Hirer's card company to process any refund.
- 22.3 Should any damages to the Vehicle or third party property exceed the Security Deposit the Hirer will be responsible for settling all additional costs over and above the Security Deposit value, upon demand.

## 23. Use of the Vehicle

- 23.1 The Hirer agrees that during the Rental Period, they will use the Vehicle only for the purposes for which it was designed, operate it in a proper manner in accordance with any instructions provided by Us, keep the Vehicle in good condition and repair and take all such reasonable steps as are necessary to ensure that the Vehicle is kept safe.
- 23.2 The Hirer agrees that during the Rental Period, they will not allow the Vehicle to be:
- 23.2.1 Used in a manner proscribed by clause 4.7 of the main Terms and Conditions of Hire within this Agreement, save that pets are permitted so far as in accordance with clause 29.
  - 23.2.2 Driven otherwise than in a cautious, prudent and normal manner;
  - 23.2.3 Driven in a manner that would violate local road traffic laws and regulations;
  - 23.2.4 Driven if the Hirer is aware of a fault with the Vehicle and permission to continue to drive has not been obtained from Us;
  - 23.2.5 Used in a manner which could cause damage;
  - 23.2.6 Used in a manner that would breach any laws or regulations for using the Vehicle;
  - 23.2.7 Driven in a prohibited area;
  - 23.2.8 Left unlocked whilst the Vehicle is unoccupied;
  - 23.2.9 Left with the ignition key in the Vehicle while it is unoccupied;
  - 23.2.10 Left unoccupied with valuables, including the Vehicle's television (where fitted), in plain view;
  - 23.2.11 Damaged by submersion in water or by contact with salt water;
  - 23.2.12 Used to carry passengers or property for hire or reward;
  - 23.2.13 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 the Rental Agreement;
  - 23.2.14 Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material other than gas bottles stored in the Vehicle's designated compartment and suitably secured; or
  - 23.2.15 Otherwise used in breach of the Hirer's obligations under this Agreement.

- 23.3 These examples are not exhaustive; any unlawful or dangerous conduct whilst driving or otherwise making use of the vehicle will be viewed as a breach of this Agreement and to the extent We are allowed to do so by law, the Hirer risks losing the benefit of any Standard Cover provided.

## 24. Road Restrictions

- 24.1 All Vehicles may only be driven on appropriate road surfaces, other than for direct access to or egress from a car park or camping or caravanning site.
- 24.2 We reserve the right at any time, at Our sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.

## 25. Title to Vehicle

- 25.1 We retain title to the Vehicle and its contents and the Hirer possesses the goods solely on a hire basis. The Hirer has no right to pledge Our credit in connection with the Vehicle. The Hirer 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 possession of or otherwise deal with the Vehicle.

## 26. Smoking

- 26.1 The Vehicle is a non-smoking vehicle. We reserve the right to impose additional valeting and/or upholstery cleaning fees should tobacco odours be detected in the Vehicle.
- 26.2 The Hirer shall ensure that ignition sources are not brought within proximity of the gas bottles stored within the Vehicle.

## 27. Passengers

- 27.1 We authorise the use of the Vehicle up to the number of passengers provided for by the manufacturer's provision of seats with seat belts. Carrying more than the number of passengers provided for is against the law and is a breach of this Agreement. Where required, appropriate child seats must be fitted and it is the sole responsibility of the Hirer to provide and fit these in compliance with local law.

## 28. Pets

- 28.1 We allow Hirers to travel with well-behaved domestic pets.
- 28.2 When travelling with a pet the Hirer agrees that:
- 28.2.1 They will take reasonable measures to keep the pet under control during the Rental Period;
  - 28.2.2 They have the sole responsibility for ensuring adequate safe restraint of the pet whilst driving;
  - 28.2.3 They will keep the Vehicle free of fouling by the pet during the Rental Period; and
  - 28.2.4 They will take all reasonable measures to ensure that the pet is free of fleas, mites and other parasites in advance of the Rental Period.

- 28.3 In the event of the Vehicle being returned with evidence of fouling or an infestation the Hirer agrees to pay the reasonable cost of professional cleaning and/or de-infestation.

## 29. Domestic and Private Use Only

- 29.1 We shall not be liable for business losses. We provide the Vehicle solely for domestic and private use. If the Hirer utilises the Vehicle for any commercial or business purpose, We will have no liability to the Hirer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 30. Warranty

- 30.1 The Hirer affirms that all information supplied to Us in connection with this Contract is true.

## 31. Unforeseen Circumstances

- 31.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

- 31.2 We will not be liable in the event the reserved Vehicle is not available for the Hirer at the Collection Time.

## 32. Changes

- 32.1 Any changes to the Rental Agreement must be in writing and must be signed by Us and the Hirer (or their authorised representatives).

## 33. Transfer of the Agreement

- 33.1 We may transfer Our rights and obligations under these terms to another organisation. Any such transfer will not affect the Hirer's rights under this Agreement. The Hirer shall not be permitted to transfer their rights to someone else.

## 34. Governing Law and Jurisdiction

- 34.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by the law of England in which it was signed.
- 34.2 Each party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation, save that the Hirer may employ the British Vehicle Rental and Leasing Association's Conciliation Service as an Alternative Dispute Resolution Service, should he remain dissatisfied with Our final response to his complaint.

## 35. Severance

- 35.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these documents.
- 35.2 If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 36. Third Party Rights

- 36.1 Unless it expressly states otherwise, the Rental Agreement or these Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Rental Agreement or these Terms and Conditions.

- 36.2 The rights of the parties to rescind or vary the Rental Agreement or these Terms and Conditions are not subject to the consent of any other person.

## 37. Entire Agreement

- 37.1 These terms incorporating the Rental Agreement, Vehicle Inspection Report Form and Vehicle Inventory, constitute the entire agreement of the parties and there are no oral undertakings, warranties or agreements between the parties relating to its subject matter.