

Terms & Conditions

14th December 2017 - 31st December 2019

Last updated 9th March 2018

1. Definitions and Interpretation

1. In these Hire Terms & Conditions, unless otherwise stated or the context otherwise requires:
 1. 'Booking Deposit' means a deposit payment of 20% of the Hire Charge payable in accordance with clause 2.
 2. 'CDW' means the collision damage waiver at £15 per night for the duration of the Rental Term.
 3. 'Collection Time' means the agreed collection time (or window of time) and date stated on the Rental Agreement.
 4. 'Contract' means your contract with the rental company as confirmed via email in accordance with clause 2.2 together with these Hire Terms and Conditions and from the time of signature, the Rental Agreement
 5. 'Customer' means the person or persons nominated as the hirer under the heading 'Hirer's Name / Contact' on the Rental Agreement, any person whose credit or debit card is presented in payment of the customer's charges, or any person who deems themselves to be the legal entity and ultimately responsible for the Vehicle.
 6. 'Delivery' means the transfer of physical possession of the Vehicle to the Customer at the Depot
 7. 'Depot' means the the rental company premises selected at the time of booking and confirmed via email
 8. 'Driver' means the person or persons nominated as the driver(s) under the heading Customer and any Additional Drivers on the Rental Agreement.
 9. 'Hire Charge' means the total charge for the hire of the Vehicle stated on the Rental Agreement, payable by the Customer to the rental company in accordance with clause 2.
 10. 'Rental Agreement' means the rental agreement signed by the Customer and the rental company for the rental of the Vehicle at the time of collection, which shall be subject always to these Hire Terms & Conditions.
 11. 'Rental Period' means the hire period as stated on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control, but exceeding no more than 3 months.
 12. 'Return Time' means the agreed return time (or window of time) and date stated on the Rental Agreement.
 13. 'Security Deposit' means the refundable GB£1000.00 held as security by the rental company in relation to this hire.
 14. 'the rental company ' means the rental company , Dunswell Road, Cottingham, East Yorkshire, HU16 4JX,
 15. '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.
2. If any of the terms of the Contract conflict with or contradict each other those terms will over-ride each other in the following order of priority: (1) the Rental Agreement; (2) these Hire Terms and Conditions; and (3) any other document referred to therein.

3. The headings in these Hire Terms and Conditions are intended for reference only and do not affect their construction.
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.
5. A reference to a party is a reference to a party to this Contract, and parties shall be construed accordingly.
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.
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.
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 term) are not to be construed as implying any limitation and shall be read and construed as if immediately followed by the words without limitation.

2. Booking and Payment

1. Availability is on a request and confirm basis at the time of booking.
2. A booking is only binding after the rental company has confirmed availability and the Booking Deposit has been received in full by the rental company . Once the Booking Deposit has been received by the rental company , a confirmation email will be sent out to the Customer.
3. Upon receipt of the Booking Deposit, these Hire Terms & Conditions shall apply to the Rental Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate.
4. Settlement of the remaining balance of the Hire Charge is due no later than six weeks prior to the Collection Time. the rental company reserves the right to cancel the booking if payment is not received six weeks prior to the Collection Time. The Customer shall pay the remaining balance by credit or debit card online or by PayPal in pounds sterling.
5. For late bookings (less than six weeks before the planned Collection Time) the full Hire Charge is payable on booking. Vehicles will not be released without full payment of the Hire Charge being completed.

3. Hire Rates

1. Unless otherwise stated, the Hire Charge quoted shall include:
 1. VAT (currently at 20%);
 2. Unlimited miles;
 3. subject to clause 3.2, UK standard vehicle insurance; and
 4. subject to clause 3.3, UK Standard equipment & breakdown cover.
2. In some cases, the rental company will incur additional charges if the Driver has a traffic conviction, more than 1 insurance claim or is in an occupation which is deemed high risk. These charges will be notified to the customer at the Collection Time and will be passed onto the Customer and the Customer shall be obliged to pay such charges to the rental company at the Collection Time.

3. the rental company will arrange full breakdown cover through FIAT 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, keys locked in Vehicle etc. will be the responsibility of the Customer.
4. Cancellation charges
 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:
 1. More than 42 days before the Collection Time: the Booking Deposit;
 2. 29 – 42 days before the Collection Time: 40% of total Hire Charge;
 3. 15 - 28 days before the Collection Time: 60% of total Hire Charge;
 4. 3 -14 days before the Collection Time: 80% of total Hire Charge; and
 5. 2 days or less before the Collection Time: 95% of total Hire Charge.
 2. To exercise the right to cancel the Customer must inform the rental company of their decision to cancel this Contract by a clear statement.
 3. the rental company cannot postpone or transfer money from one hire to another.
5. Geographical limits on use
 1. The following countries are covered under our comprehensive insurance: Andorra, Iceland, Norway, Republic of Ireland, Serbia, Switzerland, the UK and all current member countries of the European Union. European travel outside of the countries listed above will be in breach of the rental company Terms & Conditions and is expressly forbidden, and you will not be covered by any insurance. Use of the vehicle shall at all times be subject to the provisions of clause 11.
6. Vehicle Collection & Return
 1. Collection:
 1. The Customer shall collect the Vehicle from the Depot at the Collection Time.
 2. Please allow 1 hour for the hand-over at the Depot - to complete the necessary documentation and allow a full demonstration of the Vehicle.
 3. All Drivers need to be present on collection of the Vehicle and bring their full valid driving licence and passport / UK utility bill no older than 60 days and credit or debit card for payment of the Security Deposit. Please see clause 18 (Drivers) for further details.
 4. the rental company will make every reasonable effort to have the Vehicle ready for the designated Collection Time, however the rental company cannot guarantee that the Vehicle will be ready for this time.
 2. Return:
 1. The Vehicle must be returned on or before the Return Time - please allow 1 hour for the hand-over at the Depot. Vehicles must be returned undamaged, with:
 1. a full tank of diesel;
 2. empty waste water and toilet cassette; and
 3. the interior clean and in the same condition as it left the Depot, otherwise a charge will be made for additional valeting and/or upholstery cleaning.
 2. If the Vehicle is not returned in this condition a charge or charges will be made in accordance with clause 9 (Rental and Other Charges) within 7 days of the Return Time.
 3. Late Return:
 1. If the Customer will be late returning it shall advise the rental company immediately. Failure to advise may result in prosecution for driving whilst uninsured.
 2. An additional charge of £75 per hour, payable by the quarter hour, will be made for all late returns.

7. Vehicle Systems

1. the rental company will carry out a full inspection on every Vehicle before the commencement of hire and any existing damage will be stated on the Rental Agreement. This inspection involves testing every system on board the Vehicle to ensure that they are operating correctly. In conjunction with this the Customer will be taken on a tour of the Vehicle and shown how each system works.
2. By signing the Rental Agreement the Customer agrees with the state of the existing damage as specified in the Rental Agreement.
3. Should an on board system fail during the Rental Period, the rental company will remedy the fault.

8. Change of Vehicle

1. Where, due to circumstances beyond its control such as the Vehicle being returned very late or with damage by the previous Customer, the rental company reserves the right to substitute a comparable or superior Vehicle for the Vehicle ordered. In that event, the Customer shall not be liable for any increased hire charges pertaining to the substitute vehicle. Such substitution shall not entitle the Customer to any refund and does not constitute a breach of this Contract.

9. Rental and Other Charges

1. The Customer will pay the rental company :
 1. All Hire Charges in accordance with clause 2;
 2. The Security Deposit in accordance with clause 10;
 3. The CDW where agreed in the Rental Agreement, payable in accordance with clause 20;
 4. An administration fee of £25.00 per penalty charge notice received in accordance with clause 18.14;
 5. The nominated valeting fee and /or upholstery cleaning fee if the Vehicle is not returned with the interior in a clean condition in accordance with clause 6.2.1(c);
 6. The nominated additional fee of £25.00 if the toilet and / or waste water tank are not emptied prior to the return of the Vehicle in accordance with clause 6.2.1(b);
 7. The cost of refilling the Diesel tank should it not be returned completely full in accordance with clause 6.2.1(a), in accordance with the charges as listed below;
 1. $\frac{3}{4}$ to full = £30.00;
 2. $\frac{1}{2}$ to $\frac{3}{4}$ full = £50.00;
 3. $\frac{1}{4}$ to $\frac{1}{2}$ full = £70.00; and
 4. empty to $\frac{1}{4}$ full = £90.00
 8. The late fee of £75.00 per hour, chargeable quarter hourly, should the Vehicle be returned after the Return Time in accordance with clause 6.3.2;
 9. The nominated cancellation fee in the event of cancellation of the Contract prior to collection of the Vehicle in accordance with clause 4.1;
 10. The cost of any damage to the Vehicle or third party property, subject to the insurance or CDW cover, in accordance with clauses 19-21 (see clauses 19 and 20 for details as to what is covered by the insurance and CDW);
 11. All parking fines, other fines or penalties and associated administration costs incurred in relation to the Vehicle during the Rental Period in accordance with clause 18.14;
 12. Any additional costs over and above the Security Deposit value should damages exceed the Security Deposit value in accordance with clause 10.4; and
 13. The cost to recover a Vehicle where recovery is required due to a fault of the Customer.
2. All charges and expenses payable by the Customer under this Contract are due on demand by the rental company . If they are not paid within 14 days, then the Customer is liable to pay

interest at 1.5% per month above the base rate as published by HSBC on the outstanding balance and any additional costs incurred by the rental company , including reasonable legal fees to recover the outstanding money owed.

10. Security Deposit

1. The Security Deposit is payable by credit card, debit card or PayPal upon collection of the Vehicle. The card should be in the lead Driver's name and the amount will be debited immediately. Pre-paid currency cards cannot be accepted.
2. The Customer irrevocably authorises the rental company to deduct from the Security Deposit any amounts due to them arising out of this Contract.
3. The Security Deposit will be refunded within 7 working days of the Vehicle being returned to the Depot as per the criteria set out in clause 6 (Vehicle Collection and Return) provided that there are no outstanding insurance claims. It will not be refunded at the Return Time. the rental company are not responsible for the length of time it takes the Customer's card company to process such refund.
4. Should any damages to the Vehicle or third party property exceed the Security Deposit the Customer will be responsible for settling all additional costs over and above the Security Deposit value within 7 days of Return Time, or within 7 days of such costs being notified to the Customer if later.
5. Where the Customer has opted for the CDW option and has complied with its terms stated below at clause 20, a £250 excess will be charged in the event of a road traffic accident (RTA) or collision, however the Security Deposit will be used to fund any other loss, damage or costs referred to at clause 9. Should these costs exceed the Security Deposit held, the Customer will be liable for the total cost and the difference will need to be settled in accordance with clause 10.4.

11. Use of the Vehicle

1. The Customer 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 the rental company , 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
2. The Customer agrees that during the Rental Period, they will not and will not allow the Vehicle to be:
 1. Driven otherwise than in a cautious, prudent and normal manner;
 2. Driven in a manner that would violate UK road traffic laws;
 3. Driven if the Customer is aware of a fault with the Vehicle;
 4. Used in a manner which could cause damage;
 5. Used in a manner that would breach any laws or regulations for using the Vehicle;
 6. Driven in a prohibited area;
 7. Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
 8. Left unlocked whilst the Vehicle is unoccupied;
 9. Left with the ignition key in the Vehicle while it is unoccupied;
 10. Left unoccupied with valuables, including the Vehicle's TV, in plain view;
 11. Driven by persons who are not the Driver, in particular, any persons who are:
 1. Under the age of 25 years at the Collection Time;
 2. Over the age of 75 at any point during the Rental Period; or
 3. Who are not authorised by law to drive the Vehicle.
12. Damaged by
 1. Submersion in water

2. Contact with salt water
 13. Used for any illegal purpose for any race, rally or contest;
 14. Used to tow any vehicle or trailer;
 15. Used to carry passengers or property for hire or reward;
 16. 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;
 17. 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
 18. Otherwise used in breach of the Customer's obligations under this Contract.
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 Contract and to the extent the rental company are allowed to do so by law, the Customer will lose the benefit of any damage waivers, personal accident insurance and third party liability insurance.
12. Road Restrictions
 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.
 2. the rental company reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.
 3. the rental company reserves the right to monitor the Vehicle's location continuously throughout the Rental Period.
 13. Alterations to the Vehicle
 1. The Customer shall not make any alterations or additions to the Vehicle without the prior written consent of the rental company . Title and property in all substitutions, replacements or additions made to the Vehicle shall vest in the rental company immediately upon installation.
 14. Title to Vehicle
 1. the rental company retains title to the Vehicle and its contents and the Customer possesses the goods solely on a hire basis. The Customer has no right to pledge the rental company 's credit in connection with the Vehicle. The Customer 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.
 15. Smoking
 1. All the rental company motorhomes are non-smoking vehicles. the rental company reserves the right to impose additional valeting and/or upholstery cleaning fees [and charge demurrage] should smoke be detected in the Vehicle.
 16. Passengers
 1. the rental company authorises the use of the Vehicle up to the number of passengers stated in the Rental Agreement. Carrying more than the specified number of passenger is against the law and in breach of these Terms and Conditions. Where required, appropriate child seats must be fitted and it is the responsibility of the Customer to provide and fit these themselves. Children up to 12 years of age or 135cm in height, which ever they reach first, must use the correct child restraints appropriate for their weight/height under UK law.
 17. Pets
 1. the rental company allows Customers to travel with a maximum of two well-behaved pets.
 2. When travelling with a pet the Customer agrees that:
 - They will take reasonable measures to keep the pet under control during the rental period

- They will not allow their pet on any of the soft furnishings or upholstery (this includes the beds, seats/sofas).
 - Their pet will not be left in the vehicle unattended at any time
 - They have the sole responsibility for ensuring adequate safe restraint of the pet whilst driving
 - They will keep the vehicle free of fouling by the pet during the rental period
 - They will take all reasonable measures to ensure that the pet is free of fleas or mites in advance of the rental period
2. The vehicle should be returned in a clean and tidy condition. In the event of the vehicle being returned with evidence of fouling or an infestation, the customer agrees to pay the reasonable cost of professional cleaning and/or de-infestation.
2. Drivers
 1. Drivers must:
 1. Be aged 25 years or older at the Collection Time; and
 2. Not be aged 75 or older at any point during the Rental Period.
 2. There shall be a maximum of 3 Drivers per Vehicle.
 3. All Drivers must have held a valid licence for more than 3 years that entitles them to drive a UK category B vehicle up to 3500kg GMW.
 4. Drivers holding only an automatic licence can only drive automatic models and this must be declared at the time of booking.
 5. As set out in clause 6.1.3, All Drivers must be present at collection of the Vehicle, no exceptions can be made, and All Drivers must produce a full, valid standard driver's licence, as well as a valid passport / utility bill no older than 60 days and credit or debit card for payment of the Security Deposit.
 6. Where Drivers possess a GB photocard licence we require the photocard and NI (National Insurance) number to check licence details on the DVLA's online system. We are unable to insure drivers if we have not DVLA checked their licence details.
 7. Where Drivers possess a modern Northern Ireland licence we require both the photocard and paper counterpart.
 8. The Driver's licence address must be their current home address, if not, then in addition to this we require either a utility bill or bank statement which has the driver's name and current address listed
 9. All Drivers whose licences have been issued outside of the EU or Commonwealth are required to supply a valid International driving permit alongside their standard licence at the start of hire. This must be issued in the country the licence was issued in and confirm they are able to drive a UK category B vehicle up to 3500kg GMW.
 10. Endorsements on the Drivers licences must be declared at the time of booking and verified upon signature of the Rental Agreement. the rental company can accept up to 6 points.
 11. The Driver must declare at the time of booking and confirm upon signature of the Rental Agreement if they have made or had vehicle insurance claims made against them within the last 3 years. the rental company may not be able to get cover should the Customer have had 2 or more claims within the last 3 years, and the rental company shall be entitled at its discretion to reject the booking or cancel the booking in accordance with clause 18.16.
 12. The Driver(s) must declare their occupation upon booking and again on collection of the Vehicle. the rental company may not be able to offer cover for the following occupations:
 1. Celebrities;
 2. Sports personalities;
 3. Musicians;

4. Entertainers;
5. Serving Foreign Armed services personal/ Embassy employees based in the UK; and/or

Should the driver not disclose that they fulfil one of the above occupations even in a part time capacity, this will render the agreement void and the Customer will be fully liable for all of their obligations (including payments due) under the Contract.

13. Drivers are personally liable for all legal penalties (including but not limited to parking fines, congestion charges, speeding fines and other fines or penalties and associated administration costs incurred in relation to the Vehicle) which are incurred during the Rental Period. the rental company shall notify the customer of any such penalty notice upon receipt and the customer shall pay to the rental company a £25.00 administration fee in accordance with clause 9. the rental company shall notify the relevant enforcement body of the Driver's details and the Driver shall be liable directly to such enforcement body.
 14. the rental company is unable to insure any driver with no fixed abode.
 15. Should any Driver fail to present all correct documentation and identification on collection of the Vehicle or otherwise fail to meet the Driver requirements stated in these Terms and Conditions, then they will be unable to drive the Vehicle until such documents are presented. Where this Driver is the sole Driver then the rental company will be unable to release the Vehicle and will consider this as a cancellation under clause 4.1.
2. Insurance
 1. The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the Customer (including death or bodily injury to the driver) or cover any personal possessions. The vehicle insurance is arranged by Liverpool Victoria.
 2. The insurance at clause 19.1 includes a standard excess of GB£1000.00 per accident or reported incident. In the event of any damage to either the Vehicle or third party property, the Customer will be liable for the first GB£1000.00 per claim.
 3. Only Drivers named on the Rental Agreement are insured to drive the Vehicle.
 4. Windscreens and/or tyre damage is not covered by the standard vehicle insurance and therefore excess, however CDW does cover these items, (conditions apply), please see clause 20 for further details. If the Customer has not opted for the CDW option, it accepts full liability for damage to windscreens and tyres which is in addition to the standard vehicle excess should that apply.
 5. If the Customer does not provide complete and accurate information in connection with the Driver, the insurance cover shall be deemed void and the Customer shall be responsible for the total cost of any damage.
 3. Collision Damage Waiver
 1. If the Customer opts to pay the CDW this will reduce the £1000.00 excess for damage caused due to an RTA or collision (i.e. reported accident) to either the Vehicle or third party property to £250. It will also cover the cost of replacement tyres or windscreen.
 2. CDW applies in respect of the first incident and/or claim, not the entire Rental Period. Once an accident has occurred CDW cannot be restarted and the standard insurance terms at clause 19 will apply.
 3. Any incident must be reported to the rental company within 24 hours of its occurrence otherwise CDW cover will not apply.
 4. Should the Customer be in significant material breach of the Contract, the CDW will be void and the Customer will be liable in full for all costs and damages in accordance with clause 19.

5. CDW is completely optional and can be decided upon collection of the Vehicle. After the hire has commenced, CDW cannot be taken out.
4. Responsibility when accident occurs
 1. In the event of any accident, loss or damage arising out of the use of the Vehicle, the Customer will:
 1. Notify the rental company within 24 hours of the event occurring;
 2. Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;
 3. Complete an accident claim form as supplied;
 4. Not make any admission of liability to other parties, settlement offer or other like offer; and
 5. Assist the rental company in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.
 2. The Customer acknowledges that the excess or other amount due in accordance with clause 19 in respect of any damage arising from an accident, loss or damage is payable (and shall be deducted from the Security Deposit where possible) at the time of reporting the event to the rental company and not at the completion of the Rental Period, regardless of which party is at fault.
 3. The Customer will pay for any costs relating to the delivery of a replacement vehicle in place of the Vehicle as the result of an accident regardless of which party is at fault.
 4. No Security Deposit or insurance excess will be refunded until all insurance claims are settled.
5. Maintenance
 1. The Customer shall take all reasonable steps to properly maintain the Vehicle, including checking oil and coolant levels, tyre pressures and batteries.
 2. Subject to the terms of this Contract, the Customer will pay for the cost of repairing or replacing tyres damaged during the Rental Period. the rental company will reimburse expenditure reasonably incurred if;
 1. The tyre is defective and is returned to the rental company for inspection; and
 2. The Customer produces relevant receipts; and
 3. The manufacturer accepts liability under the warranty provided.
 3. The Customer will be liable for any costs associated with the incorrect use of fuel. All the rental company motorhomes run on diesel.
6. Credit and Debit Card and Online Payment
 1. the rental company currently accept Visa card, MasterCard, Electron, Maestro and American Express credit and debit cards and, in addition, online payment via PayPal.
 2. When payment is made, the Customer agrees that;
 1. the rental company is authorised to complete any documentation and to take any other action reasonably required to recover from the Customer's credit, debit card or online payment issuer all amounts due pursuant to this Agreement, including but not limited to those outlined in clause 9;
 2. they will not dispute their liability to the rental company for any amount due under this agreement and shall be liable to reimburse the rental company for any reasonable loss incurred (including legal costs); and
 3. All transactions under this agreement are conducted in pounds sterling. Where the Customer's payment issuer bills them in another currency then due to exchange rate fluctuations, there could be some variance between the amount initially debited against the Customer's credit or debit card or online payment method and the amount refunded within 7

days after the expiration of the Rental Period. the rental company bears no liability for such variation.

7. Joint and Several Liability

1. When the Customer comprises more than one person, each person is liable jointly and severally for all obligations of the Customer pursuant to this Agreement.

8. Terminating the Agreement

1. Without affecting any other right or remedy available to it, the rental company may, without notice, terminate this Agreement with immediate effect and repossess the Vehicle at any time (the reasonable costs of which the Customer shall be responsible for) if:
 1. the Customer is in significant material breach of any term of this Agreement;
 2. the Customer has obtained the Vehicle through fraud or misrepresentation;
 3. any statement, representation or warranty made by the Customer in respect to himself or additional drivers is incorrect;
 4. the Vehicle appears to be abandoned;
 5. the Vehicle is not returned on the agreed return date or the rental company reasonably believes that the Vehicle will not be returned on the agreed return date; or
 6. the rental company considers on reasonable grounds that the safety of passengers or the condition of the Vehicle is in danger.

9. Consequences of Termination

1. Upon termination of this Agreement however caused:
 1. the rental company's consent to the Customer's possession of the Vehicle shall terminate and the rental company may, without notice and at the Customer's expense, retake possession of the Vehicle and for this purpose may enter any premises at which the Vehicle is located subject to any law, rule or regulation which restricts such access; and
 2. without prejudice to any other rights or remedies of the Customer, the Customer shall pay to the rental company on demand:
 1. all Hire Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 9.2;
 2. any costs and expenses incurred by the rental company in recovering the Vehicle and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

10. Release and Indemnity of the rental company

1. In the event that the rental company fails to comply with this Contract, it shall be responsible for loss or damage suffered by the Customer that is a foreseeable result of the rental company materially breaching the Contract, or our failing to use reasonable care and skill in providing the Vehicle.
2. the rental company shall not be responsible for any loss or damage:
 1. caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for the Customer's purpose; or
 2. to any property left in or on the Vehicle or on any the rental company premises or recovered or handled by the rental company .
3. the rental company does not exclude or limit in any way their liability to the Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by the rental company's negligence or the negligence of their employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
4. the rental company shall not be liable for business losses. the rental company provides the Vehicle solely for domestic and private use. If the Customer utilises the Vehicle for any

commercial or business purpose, the rental company will have no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

5. Subject to any insurance arrangements agreed with the rental company, the Customer indemnifies and shall keep indemnified the rental company, its employees and agents against any and all liabilities, costs, damages, claims, demands and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) incurred or sustained by the rental company arising out of or in connection with the Customer's use and/or possession of the Vehicle.

11. Warranty

1. The Customer confirms that all information supplied to the rental company in connection with this agreement is true.

12. Unforeseen Circumstances

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.
2. the rental company will make every effort to ensure that the reserved Vehicle is available for the Customer at the Collection Time.

13. Data Protection

1. the rental company shall process your personal data only in accordance with the terms of the Fair Processing Notice at Appendix 1 of this Contract.

14. Changes

1. Any changes to the Rental Agreement must be in writing and must be signed by the rental company and the Customer (or their authorised representatives).

15. Transfer of the Agreement

1. the rental company may transfer their rights and obligations under these terms to another organisation. Any such transfer will not affect the Customer's rights under this Agreement. The Customer shall not be permitted to transfer their rights to someone else.

16. Governing Law and Jurisdiction

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.
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.

17. Severance

1. If any provision or part-provision of the Rental Agreement or these Terms and Conditions 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.
2. If any provision or part-provision of the Rental Agreement or these Terms and Conditions 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.

18. Third Party Rights

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.
 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.
19. Customer Complaints Procedure
1. If the Customer has a complaint about the rental company it should be reported as soon as possible to allow the rental company to put it right. The Customer Complaints Procedure has the following goals:
 1. To deal with complaints fairly, efficiently and effectively;
 2. To ensure that all complaints are handled in a consistent manner throughout;
 3. To increase customer satisfaction;
 4. To use complaints constructively in the planning and improvement of all our products and services.
 2. How to complain:
 1. the rental company would like to sort out any complaint as soon as possible.
 2. Many complaints can be resolved informally. In the first instance the Customer should contact the depot staff or the the rental company call centre.
 3. If contact is made in person or by phone, the Customer should make a note of the name of the person spoken to, along with any solution offered at this point.
 4. If the Customer is still not satisfied or does not wish to accept an informal solution, then a formal complaint may be pursued by writing down the complaint and sending it to: Richard Smeaton, the rental company , Dunswell Road, Cottingham, HU16 4JX.
20. Entire Agreement
1. The Contract and these Terms and Conditions constitute the entire agreement of the parties and there are no oral undertakings, warranties or agreements between the parties relating to its subject matter.

Appendix 1

Fair Processing Notice

Introduction

The General Data Protection Regulation outlines 6 principles that all organisations must adhere to. These are:

Personal data shall be:

1. Processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
2. Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes ('purpose limitation');
3. Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimization');
4. Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');

5. Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed ('storage limitation');
6. Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

How the rental company uses your information

All information taken from forms on our website will be used to provide:

- the Vehicle hire services set out in the Contract
- marketing in relation to similar services unless you tell us that you do not want to receive such information.

Information the rental company may collect

Name, Address, Email Address, Images captured on camera/CCTV, telephone numbers, location data, and payment related data.

How long the rental company will keep this information

7 years

the rental company's approach to information security

To protect your information the rental company has policies and procedures in place to make sure that only authorised personnel can access the information, that information is handled and stored in a secure and sensible manner and all systems that can access the information have the necessary security measures in place. To accomplish this, all the rental company employees, contractors and sub-contractors have roles and responsibilities defined in those policies and procedures.

To make sure all the rental company employees, contractors and subcontractors understand these responsibilities they are provided the necessary training and resources they need.

In addition to these operational measures the rental company also uses a range of technologies and security systems to reinforce the policies.

To make sure that these measures are suitable vulnerability tests are run regularly. Audits to identify areas of weakness and non-compliance are routinely scheduled. Additionally, all areas of the organisation are constantly monitored and measured to identify problems and issues before they arise.

Your rights

The right to access information we hold on you

At any point you can contact us to request the information we hold on you as well as why we have that information, who has access to the information and where we got the information. Once we have received your request we will respond within 30 days. There are no fees or charges for the first request but additional request for the same data may be subject to an administrative fee. In order to process your request the rental company may need to verify your identity for your security. In such cases, your response will be necessary for you to exercise this right.

The right to correct and update the information we hold on you

If the data we hold on you is out of date, incomplete or incorrect, you can inform the rental company and we will ensure that it is updated. In order to process your request the rental company may need to verify your identity for your security. In such cases your response will be necessary for you to exercise this right.

The right to have your information erased

If you feel that we should no longer be using your data or that we are illegally using your data, you can request that we erase the data we hold after the Rental Period has expired and all insurance claims have been resolved. When we receive your request, we will confirm whether the data has been deleted or tell you the reason why it cannot be deleted. In order to process your request the rental company may need to verify you identity for your security. In such cases your response will be necessary for you to exercise this right.

The right to object to processing of your data

You have the right to request that the rental company stops processing your data. Upon receiving the request, we will contact you to tell you if we are able to comply or if we have legitimate grounds to continue. If data is no longer processed, the rental company may continue to hold your data to comply with your other rights. In order to process your request the rental company may need to verify you identity for your security. In such cases your response will be necessary for you to exercise this right.

The right to data portability

You have the right to request that we transfer your data to another controller. Once the rental company receives your request, we will comply where it is feasible to do so. In order to process your request the rental company may need to verify your identity for your security. In such cases your response will be necessary for you to exercise this right.

Consent

In those cases where we need your consent to hold your information, we will ask you to check a box on any form requiring consent. By checking these boxes you are stating that you have been informed as to why the rental company is collecting the information, how it will be used, for how long it will be kept, who else will have access to it and what your rights are as a data subject.

Sharing your information

Where necessary to fulfil our obligations to you the rental company may pass your details to third parties. These third parties include: the rental company's insurance broker, Aon, and insurer, Liverpool Victoria.

Where you have consented, we may also pass your details to third parties to provide marketing in relation to similar products and services. These third parties include: The Caravan and Motorhome Club. You can change your contact preferences at any time by contacting us.

This was accurate on 7th December 2017. Parties may have since been added.

Contact details

If you have any queries about this notice, need further information or wish to lodge a complaint you can use the details below to contact the relevant party.

Data Protection Officer/Data Compliance Contact: Richard Smeaton