

Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which you hire a Vehicle from us.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will hire the vehicle to you, how you and we may change or end the contract. What to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 Who we are. We are Nomad Motorhomes Limited a company registered in England and Wales. Our company registration number is 10951891 and our registered office is at Unit 2 Capital Park Nexus, Capital Court, Dodworth, Barnsley S75 3UD.

2.2 How to contact us. You can contact us by telephoning us at 01226 816026 or by writing to us at enquiries@nomadmotorhomes.co.uk.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 “Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

3. Definitions

In these terms and conditions of hire, the following words have the following meanings:

3.1 Booking Confirmation means the booking confirmation which we will send to you by email after you place your booking. When we send the Booking Confirmation to you, the Hire Agreement between us will be formed.

3.2 Driver means any person who is authorised by Nomad Motorhomes Limited to drive the vehicle.

3.3 Hire Agreement means the agreement between us and you for the hire of the Vehicle by us to you comprising these terms and conditions and the Hire Information.

3.4 Hire Charge means the charge you pay for the hire of the Vehicle, as set out in the online booking process. The Hire Charge is also set out in the Booking Confirmation. The Hire Charge displayed on our website is for one week’s hire which is our minimum hire period. Extra days may be added at an additional cost of please enquire for the Auto Roller 707 and 746 Vehicles and please enquire for the Pegasso 740 and 745 Vehicles.

3.5 Hire Information means the information which relates to your particular Vehicle hire and which is either information we have requested and you have confirmed as part of the booking process (including your details and any Driver details we may request) or which we otherwise provide to you in the booking process (including the Vehicle type, Hire Charges and other cost information, and Hire Period details).

3.6 Hire Period means the period specified in the Hire Information relating to your order, from the Vehicle date out, to the Vehicle date in (inclusive), during which we agree to hire the Vehicle to you in accordance with these terms and conditions.

- 3.7** You/your/Customer means you, our named customer whose details are supplied by you in the online booking process and the person entering into the Hire Agreement with us, as the hirer of the Vehicle.
- 3.8** Vehicle means the vehicle which we agree to provide to you for the period of hire as referred to in the Hire Information or any replacement vehicle as we may provide.

4. Our contract with you

- 4.1 How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 4.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the vehicle.
- 4.3 Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 4.4 We only hire vehicles in the UK.** Our website is solely for the promotion of our vehicles in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

5. Choosing a vehicle

- 5.1** On our website you can browse the different vehicles available for hire. Information is provided about the features of the different vehicles. Select the vehicle you wish to hire, click on the vehicle you are interested in and then click "Add to cart" to proceed.
- 5.2** Your selection will appear in your cart and you can input the required hire period. You will be told whether the selected vehicle is available for your required dates or not in the summary.
- 5.3** You can continue by clicking on "Checkout". You will then be provided with a summary of the details you have chosen. You must check that the details are all correct before you proceed.

You will be asked to provide various details including your contact details, two forms of proof of address, information about other people in your party, driving licence information and your intended location for use of the vehicle.

If you provide incorrect information it will be your responsibility and may cause a problem or delay with the booking.

You consent to us doing an online driving licence check on www.viewdrivingrecord-service.gov.uk/driving-record/licencenumber

- 5.4** When all the details are correct, you can then proceed to pay.

You must enter all payment details correctly and check the information carefully before placing your order.

Please do not place your order until you have read our terms and conditions. Please then click to confirm your acceptance of the terms.

- 5.5** We will send you a Booking Confirmation by email after you have made your booking and your payment has been authorised. You should retain a copy of the Booking Confirmation for your records.

- 5.6** When you receive the Booking Confirmation, it means we have accepted your order and at that point, the Hire Agreement between us will be created. Please only proceed to make a booking if you are happy to be bound by these terms.
- 5.7** If we need to contact you, we will use the contact details you provide in the booking process to call you or email you.
- 5.8** After we have sent you a Booking Confirmation we will call you to explain some of the practical steps and information required in preparation for your Vehicle hire.
- 5.9** We aim to ensure that the information on our website, including images of our vehicles, is accurate. We reserve the right to correct any errors including any errors as to pricing.
- 5.10** We will not hire any Vehicle on the basis of any other terms and conditions other than these terms and conditions.

6. Driver requirements and conditions

- 6.1** All Drivers must be between the ages of 23 and 75 and must have held a full valid manual driving licence for at least three years that entitles them to drive a UK Category B vehicle up to 3500kg.
- 6.2** You must ensure that none of the following persons drive the Vehicle:
- 6.2.1** anyone who provides a provisional, false, fake or counterfeit licence;
 - 6.2.2** anyone who has given, or for whom you have given, a false name, age, address or any driver licence detail;
 - 6.2.3** anyone whose driver licence is currently expired or has been cancelled or suspended within the last two years or who has single driving convictions totaling 6 points or more;
 - 6.2.4** anyone under 23 or over 75 years of age;
 - 6.2.5** anyone who uses or intends to use the Vehicle for illegal purposes;
 - 6.2.6** anyone whose blood alcohol concentration or level of drugs exceeds the lawful percentage; and
 - 6.2.7** anyone under the influence of or impaired by a drug, intoxicating liquor or any other substance.
- 6.3** Drivers holding an automatic only licence may only drive our automatic Vehicles and this must be declared at the time of booking.
- 6.4** We reserve the right not to hire to you if you are involved in certain occupations including without limitation market trading, second hand dealing, scrap metal dealing, vehicle dismantling and breaking, professional sport, professional gambling, the entertainment industry, students, members of the non-UK armed forces or if you are unemployed.
- 6.5** You must declare any endorsements on the Driver's licence prior to an online booking. Please call us in advance of placing an online order because if you fail to declare relevant endorsements we may cancel the booking.
- 6.6** No person other than a Driver permitted by us to drive the Vehicle, may drive the Vehicle.

6.7 Subject to compliance with the criteria set out in clauses 6.1 to 6.5 additional persons may be Drivers at an additional cost of £50 per person per Hire Period.

7. Non-UK Drivers

7.1 If you are a Driver from outside of the UK you must provide us with a current International Driving Permit (an IDP) alongside your current driving licence which must confirm the Driver's eligibility to drive a UK category B vehicle up to 3500kg.

7.2 We reserve the right to terminate the Hire Agreement without any liability on our part if you do not provide the appropriate IDP.

8. Insurance cover and additional charges

8.1 We include comprehensive insurance for one Driver as part of the Hire Agreement whilst travelling only within the UK. Insurance is provided by a third-party insurance provider.

8.2 You must pay either £2000 (for Auto Roller 707 and 746 Vehicles) or £3500 (for Adria Matrix Supreme Vehicles excess following any incident where an insurance claim is made.

8.3 We will add additional Drivers onto the insurance cover at an extra cost of £50 per Driver per hire.

8.4 Any travel outside the UK (and for such purposes, England, Wales, Scotland and Northern Ireland, the Channel Islands and the Isle of Man only are classed as UK travel) is strictly limited to areas within the EU.

8.5 If you intend to travel outside of the UK we charge an additional £12 per day for the entire Hire Period.

8.6 Our insurance cover does not cover your personal effects and contents which you must insure separately. All persons within your party should have their own travel insurance.

8.7 If we incur any additional premium to our insurance cover arising from your convictions or accidents, we reserve the right to pass such additional costs on to you.

8.8 In the event that any damage to the Vehicle is not covered by our insurance for whatever reason, we reserve the right to charge you for the repairs and any associated costs in full.

9. Documents

9.1 Before the commencement of hire, all Drivers must provide us with two forms of identification such as a passport and a utility bill and two forms of proof of address. As the hirer, you are responsible for ensuring that all Drivers provide the relevant documentation which must, in each case, be dated no earlier than 60 days prior to the first date of the Hire Period.

9.2 When you arrive at Nomad Motorhomes for collection of the Vehicle, you must provide us with your copy of the Booking Confirmation which we sent to you, together with driving licences for all Drivers. You are responsible for ensuring that you have the permission of all Drivers to provide their driving licence to us.

9.3 We reserve the right to obtain and keep copies of all relevant documentation as we reasonably require for the purpose of ensuring that we have your appropriate details and the details of the Drivers, for the period of hire and for a period thereafter for as long as is required for the proper administration of our business.

10. Hire Charges, Deposits and Payment

10.1 You are required to pay two deposits for each Vehicle hire being: (a) a booking deposit and (b) a security deposit.

10.2 Booking Deposit

10.2.1 We require a booking deposit at the time of booking in the sum shown on the website checkout page (the Booking Deposit) and we will not usually refund the Booking Deposit because it reserves the Vehicle for you so we do not hire it to anyone else. The Booking Deposit will be 20% of the total value of the hire of the Vehicle at the time of booking.

10.2.2 Until the Booking Deposit is paid, we will not accept a booking.

10.3 Security Deposit

10.3.1 You must pay a security deposit of either £2000 (for Auto Roller 707 and 746 Vehicles) or £3000 (for Adria Matrix Supreme Vehicles) (the Security Deposit) when you collect the Vehicle. The Security Deposit is payable by credit or debit card. The Security Deposit is in addition to the Hire Charge. We may increase the amount of the Security Deposit if you intend to take the Vehicle outside the UK.

10.3.2 We take the Security Deposit to cover damage to the Vehicle and/or damage to equipment provided in the Vehicle.

10.3.3 When you return the Vehicle, we will inspect it to determine if we are satisfied the Vehicle is:

10.3.3.1 in a satisfactory condition being in the same condition as when it was let out to you; and

10.3.3.2 with the toilet empty, interior clean including all cooking appliances; and

10.3.3.3 the fuel tank full.

10.3.4 If on inspection we reasonably consider that the Vehicle fails to meet any of the conditions referred to in clause 10.3.3, we will use reasonable efforts to establish the cost of making good the Vehicle so that it meets those conditions and where such cost is less than the Security Deposit, we will refund to you the balance of the Security Deposit (less the cost of making good the Vehicle) within 7 working days of the Vehicle return date.

10.3.5 We reserve the right to charge to you for any sums in excess of the Security Deposit for any damage to the Vehicle or sums incurred due to other failure to comply with any of the conditions referred to above in the event that such costs are more than the Security Deposit. Where such additional costs are incurred, we will provide you with a description of the costs incurred.

10.3.6 Our repair prices are available on request.

10.4 Hire Charge

10.4.1 The Hire Charge is set out on our website and confirmed in the online booking process.

10.4.2 The Hire Charge is inclusive of VAT.

10.4.3 We deduct the Booking Deposit from the overall Hire Charge. You must pay the balance of the Hire Charge 6 weeks prior to the start date of the Hire Period unless you book less than 6 weeks from the start date of the Hire Period in which case you must pay the Hire Charge at the time of booking.

10.5 Payments

10.5.1 Please make all payments online in connection with the Hire Agreement by debit card or credit card. Visa card and Mastercard credit cards only are accepted. We do not accept any payment in cash whether in part or full payment.

10.5.2 We reserve the right to terminate the Hire Agreement in the event that you fail to pay any sum due under the Hire Agreement within seven days of the due date for payment.

10.5.3 We reserve the right to charge interest for late payment of any sum due under the Hire Agreement at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

10.5.4

- (a) We are irrevocably authorised to complete any documentation and to take any other action to recover from your credit or debit card issuer all amounts due from you pursuant to this agreement;
- (b) you will not dispute liability to us for any amount due under this agreement and will indemnify and keep indemnified us against any loss incurred (including legal costs) by reason of notifying the credit or debit card issuer of such dispute;
- (c) the Security Deposit will be cancelled within 7 days after the completion of the Hire Period. You agree that we are entitled to recover payment from your credit or debit card issuer pursuant to clause 10.5.4 (a) and (b), in respect of any amounts due which were not known at the time of cancelling the Security Deposit.

10.5.5 You acknowledge that all transactions under this agreement are conducted in Pounds Sterling. Due to exchange rate fluctuations there could be some variance between the amount initially debited against your credit or debit card and the amount refunded within 7 days after the expiration of the Hire Period. You accept all liability for such variation.

11. Cancellation

11.1 You can cancel your booking prior to the start of the Hire Period so long as we receive notice of your intention to cancel in writing prior to the start of the Hire period. We will make the following charges which will be payable by you:

11.1.1 If your notice of cancellation is received more than 6 weeks before the first date of Hire Period we will charge you the Booking Deposit;

11.1.2 If your notice of cancellation is received during the period which is between 2 and 6 weeks (inclusive) before the first date of the Hire Period we will charge you 50% (fifty percent) of the total Hire Charge;

11.1.3 If your notice of cancellation is received during the period which is between 2 weeks prior to the first date of the Hire Period up to the first date of the Hire Period (inclusive) we will charge you 100% of the total Hire Charge;

11.1.4 No show by you on the first date of the Hire Period we will charge you 100% of the total Hire Charge.

11.2 We may deduct any charge payable by you in accordance with clause 11.1 from the sums paid to us in accordance with this Hire Agreement, and we will reimburse any balance due to you within 7 working days of receiving your written cancellation notice.

11.3 We cannot postpone or transfer sums from the hire of one vehicle to another vehicle.

11.4 The rights set out in this clause 11 are separate from but in addition to the other clauses of this Hire Agreement which refer to termination of the Hire Agreement.

12. Vehicle collection

12.1 Vehicles will be available for collection from 15:00 pm on the first day of the Hire Period. We will confirm the time by email before the start of the Hire period.

12.2 You should allow at least 1 hour for the handover of the Vehicle. You must check the Vehicle carefully before leaving our premises for any damage or other problems and bring any such issues to our attention before you depart.

12.3 On collection, you will be shown how each onboard component works. We cannot be held responsible should any loss of function happen and are not liable to refund any monies nor provide an alternative vehicle.

12.4 The Vehicle includes free WiFi but we cannot be held responsible should WiFi coverage be unavailable at anytime during the Hire Period and are not liable to refund any monies as a consequence thereof.

12.5 You must let us know if you are delayed in collecting your vehicle so we can make reasonable changes to collection arrangements.

12.6 If the exact Vehicle initially allocated to you is not available on the collection date because, for example, it has been damaged to the extent it is unsafe during a previous hire, we reserve the right to provide you with an alternative Vehicle of a similar standard with equivalent berth. Any substitution will not entitle you to any refund and you acknowledge and agree a substitution of a vehicle does not constitute a breach of this agreement.

13. Vehicle returns

13.1 You must return the Vehicle to Nomad Motorhomes no later than 10.00am on the final day of your Hire Period unless we have otherwise agreed a different return time with you in advance of the start of the Hire Period.

13.2 A failure to comply with clause 13.1 means you will be liable to pay an extra charge of £50 per hour to reflect our additional cost and loss which we incur in preparing the Vehicle for the next hire.

13.3 The insurance provided with the Vehicle as referred to in clause 8 is only valid for the Hire period. A late return means you may commit an illegal traffic offence under Road Traffic Act legislation and invalid insurance means you and any subsequent drivers become personally liable for any accident or damage to the Vehicle, to third parties and for personal injuries.

13.4 Upon your return, we will check the Vehicle both internally and externally for damage and cleanliness. The condition of the tyres and windscreen are not included in our insurance cover and you are responsible for any damage to tyres or the windscreen.

13.5 The Vehicle has a Vehicle handbook located in the cab. If, upon your return, the Vehicle handbook is missing or damaged, we reserve the right to charge you £100 to replace the Vehicle handbook.

13.6 We do not give refunds for the early return of the Vehicle.

14. Breakdown

14.1 Our Vehicles are maintained in accordance with the manufacturer's instructions and we provide full roadside assistance in the UK & EU, details of which will be provided at Vehicle collection.

14.2 Breakdown information is also included in your Vehicle instruction pack and on a sticker situated on the sun visor of the driver.

14.3 If any repairs are required to the Vehicle during the Hire Period or you break down, please contact First Assistance on [] and notify us on 01226 816026 or email us at enquiries@nomadmotorhomes.co.uk as soon as possible. All our rights are reserved in respect of any loss or damage which occurs as a result of an accident or break down.

15. Smoking

Smoking or vaping anywhere inside the Vehicle and within 5 metres outside the Vehicle is strictly prohibited. If you fail to comply with this restriction you will forfeit the Security Deposit which will be used to cover the costs of deep cleaning the Vehicle.

16. Pets

16.1 We allow you to transport dogs only in the Auto Roller 707 and 746 Vehicles strictly subject to the following conditions:

16.1.1 we do not allow your pet on any of the soft furnishings or upholstery (this includes the beds, seats/sofas);

16.1.2 you must not leave your pet in the Vehicle unattended at any time;

16.1.3 you must ensure adequate and safe restraint of your pet including when the Vehicle is in motion;

16.1.4 you must keep the Vehicle free of fouling by the pet;

16.1.5 you must take all reasonable measures to ensure that the pet is free from fleas or mites in advance of the Hire Period.

16.2 We will charge you £100 per dog for the Hire Period.

17. Seatbelts

17.1 The 3 point seatbelts fitted in our Vehicles must be worn at all times when the Vehicle is in motion.

17.2 It is your responsibility to fit any child seats which must comply with applicable law. We take no responsibility for any child restraints that have not been fitted correctly or when seatbelts are not worn when the Vehicle is in motion.

17.3 It is your responsibility to check that the Vehicle you have booked has the correct number of seatbelts for all of your party and we take no responsibility for an inadequate number of seatbelts for the party size.

18. Campsite bookings

The Hire Agreement is for the hire of the Vehicle only. We take no responsibility for any campsite or caravan site bookings or any matters arising as a result of any use of any caravan and campsites including any cancellations, bookings, availability issues or otherwise.

19. Fuel, oil, gas and other consumables

19.1 The Vehicle is supplied with a full tank of fuel and must be returned with a full tank of fuel failing which we will refuel the Vehicle and you will be charged the cost of the fuel plus £50 admin fee.

19.2 We will supply one gas cylinder for each Vehicle. If you require additional gas it is your responsibility to purchase the same. All cylinders provided with the Vehicle (whether provided full or empty) must be returned with the Vehicle.

20. Mileage

There is a mileage allowance set for the Vehicle at 1500 miles per week. Each mile travelled in excess of these allowance will be charged to you at a rate of £0.85 per mile.

20.1 Vehicle security

All of our vehicles are fitted with a Thatcham Category 5 tracking unit, at the point of hand over you will be given a credit card style transponder THIS MUST NEVER BE LEFT IN THE VEHICLE & CARRIED ON YOUR PERSON AT ALL TIMES, failure to not adhere to this would invalidate the insurance of the vehicle. In the event of the vehicle being stolen and not recovered we would seek to pursue all cost incurred for the loss of vehicle.

Please note when vehicles are left unattended crook locks must be fitted.

21. Accidents

21.1 In the event of an accident, you should call emergency services first if necessary and then contact us to inform us of the accident.

21.2 Where the Vehicle is involved in an accident, you should, at all times acting reasonably in the circumstances but strictly without any risk to any person and strictly only where it is safe to do so, seek to minimize damage or further damage to the Vehicle.

21.3 You should obtain full details of anyone involved in the accident including witnesses and inform the Police immediately if anyone is injured or there is a disagreement over who is responsible for the accident. Do not admit responsibility or make an offer of settlement in the event of an accident and complete the accident report form in the Vehicle. This is your responsibility.

21.4 You agree to provide us with reasonable assistance in our handling of any claim arising from your accident including providing us with all relevant information and, if necessary, attending Court to give evidence.

21.5 Each Vehicle is provided with a first aid kit, a fire extinguisher and a fire blanked and you must inform us of your use of any of these items so that we can replace them at the end of the Hire Period. Failure to do so may cause a hazard for future customers.

21.6 You are liable to pay any costs relating to the delivery of a change over Vehicle (if available) as a result of an accident, regardless of whether you are at fault or not. You agree we will not be in breach of contract in the event there is no alternative Vehicle available following an accident.

22. LIABILITY – IMPORTANT

22.1 Nothing in the Hire Agreement excludes or limits our liability for death or personal injury caused by our negligence, or any liability for fraud or fraudulent misrepresentation, or liability which we are responsible for in relation to consumer protection rights, or for any other matters which it would be illegal for us to exclude or limit our liability.

22.2 Subject to clause 22.1 and 22.3 to the extent that we are liable to you in respect of breach of contract, for negligence or for any other legal liability in relation to the Vehicle hire or any other matter under or in connection with the Hire Agreement, our total liability to you will be limited to the full amount of the Hire Charges paid by you which are the subject of the liability, and any reasonable losses which are foreseeable as a direct consequence of our fault.

22.3 Subject to clause 22.1 we shall not be responsible for loss or damage suffered by you arising from a breakdown, mechanical defect or accident caused by you or if, having checked the Vehicle prior to your departure, the Vehicle is unsuitable for your purpose.

22.4 We shall not be responsible for any indirect losses which are not reasonably foreseeable including but not limited to:

- 22.4.1** loss of money, profit, income or revenue;
- 22.4.2** loss of savings or loss of earnings;
- 22.4.3** wasted expenses;
- 22.4.4** loss of use of money;
- 22.4.5** wasted time costs;
- 22.4.6** lost opportunity;
- 22.4.7** lost holiday cost;
- 22.4.8** compensation for disappointment or inconvenience.

22.5 It is very important that you satisfy yourself that the Vehicle is suitable for your requirements.

23. Events beyond our control – Force Majeure Events and Covid-19

23.1 We will not be in breach of the Hire Agreement nor liable for delay in performing, or failure to perform, any of our obligations under it if such delay or failure results from events, circumstances or causes beyond our reasonable control including without limitation, fire, flood, Government action, delay in supplies, strikes, disputes or lockouts, epidemic or pandemic, storm or adverse weather (each a Force Majeure Event).

23.2 Where in the circumstances, it is reasonable for us to do so, and where your booking has to be cancelled as a result of a Force Majeure Event, we will offer you the choice of an alternative Vehicle (if available) or provide a refund of the sums you have paid to us. The offer of an alternative vehicle or refund shall be an exclusive remedy in respect of any loss, costs or expenses caused by any Force Majeure Event.

- 23.3** Where an alternative Vehicle is made available or the booking changed in any way as a result of a Force Majeure Event, the Hire Agreement shall be varied to take account of the change but will remain in effect. Where a refund is provided and a Vehicle hire cancelled, the Hire Agreement will be terminated.
- 23.4** In the event that we are affected by the Covid-19 pandemic or any Government actions, rules, advisories, sanctions, guidance or other actions of Government (whether central or local and in any jurisdiction) arising as a result of the Covid-19 pandemic, the same remedies as set out in clauses 23.1 to 23.3 shall apply in so far as we are affected by the Covid-19 pandemic. If you are affected by the Covid-19 pandemic such that as a result of the effects of Covid-19 or as a result of Government actions, rules, advisories, sanctions, guidance or other actions of Government (whether central or local and in any jurisdiction) arising as a result of the Covid-19 pandemic, you are no longer able to hire the Vehicle from us then, you should notify as soon as possible in advance of the Hire Period that you are affected by the same and we will offer you either the opportunity to rebook a different period of hire or cancel your booking. If you have to cut short a Hire Period as a result of any of the events listed in this clause 23.4 and the Hire Period has already commenced, then you shall remain responsible for the full Hire Charge.
- 24. Suitable Persons**
- 24.1** We reserve the right to refuse to hand over a Vehicle to any person who, in our reasonable opinion, is either not suitable to take charge of the Vehicle as an appropriate hirer of the Vehicle or is not suitable to drive the Vehicle.
- 24.2** We shall not be liable for any costs, claims, damages or liabilities which you incur as a result of us exercising any of our rights in this clause 24 provided that at all times we act reasonably in exercising such rights. In the event that the exercise of any of our rights in this clause 24 means that we are unable to release the Vehicle to you and we are unable to rehire the Vehicle for the Hire Period, we reserve the right to charge the Hire Charge in full.
- 25. Your responsibilities**
- 25.1** You are responsible for the security of the Vehicle at all times during the Hire Period. You may only drive the Vehicle on sealed or bitumen roads and you must not drive the Vehicle "Off Road" other than for reasonable access to a campsite. If you breach this clause and drive the Vehicle Off Road, you will be responsible for any recovery costs and damage arising as a result. Any breakdown cover provided to you within the scope of this Hire Agreement is for roadside assistance only and must not be used for Off Road.
- 25.2** You shall be responsible for all fines and other legal charges, including but not limited to parking fines, speeding fines, the full cost of any fees associated with the Vehicle being impounded and any on the spot fines or similar sums which are incurred during the Hire Period. If you commit a parking, road, traffic or other legal violation you will be charged £25 administration fee per incident.
- 25.3** You are responsible for all the keys that belong to the Vehicle during the Hire Period. Lost keys are not included as part of the breakdown service or any other aspect of the Hire Agreement. You will be liable for the full cost of any replacement keys and replacement locks if required as a result of you losing any Vehicle key. These costs include, without limitation, the costs of delivery of replacement keys and locks and the costs of an auto locksmith. You will also be liable for the full cost of repairing any damage caused by forced entry of the Vehicle arising from a lost key. In the event that any key is lost, you must notify us straightaway.

- 25.4** You must not sell, rent, lend, overload, charge, or dispose of the Vehicle or any of its parts nor give or purport to give or offer, legal rights over the Vehicle to any person. The Vehicle remains our property at all times and neither you nor any Driver shall have any right, title or interest in the Vehicle.
- 25.5** You must maintain the Vehicle in a roadworthy condition at all times. You must report any fault in or on the Vehicle to us as soon as it is safe to do so and immediately inform us if the Vehicle suffers any damage during the Hire Period. We reserve the right to make a charge for :
- 25.5.1** any damage or loss to the Vehicle caused by your negligent, reckless or intentional act;
 - 25.5.2** mechanical problems including, without limitation, clutch/gearbox due to driver negligence;
 - 25.5.3** replacement or repair of aerials, glass or wheels or missing wheel trims, tools or spares; or damage caused to windscreen, mirrors or tyres;
 - 25.5.4** damage caused by your failure to carry out proper operating procedures, including, without limitation, incorrect fuel type and quality, ignoring oil or coolant levels, air pressure or incorrect use of snow chains or allowing freezing or overheating of the Vehicle;
 - 25.5.5** damage to the underside of the Vehicle or the roof;
 - 25.5.6** damage caused to the Vehicle if using the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.
- 25.6** You must make sure that you use the correct fuel because using the wrong fuel is not covered by the breakdown service and you will be liable for the full cost of any remedial repairs required as a result of using the wrong fuel.
- 25.7** You must not submerge the Vehicle in water or in contact with salt water or drive into any war zone.
- 25.8** You shall be responsible for all:
- 25.8.1** Overhead Damage. Overhead Damage is defined as being damage caused to that part of the Vehicle which is in excess of 1.83 metres or 6 feet above the ground;
 - 25.8.2** windscreen and/or tyre damage;
 - 25.8.3** Damage to upholstery including without limitation stains, burns or tears in seats, headlining or carpets.
- 25.9** You shall also be responsible for the following additional costs where relevant:
- 25.9.1** Toilet cassette not empty : £200;
 - 25.9.2** Any cooking appliances or equipment found to be uncleansed : £75;
 - 25.9.3** Fuel tank unfilled : £50 plus costs of fuel;
 - 25.9.4** Valet charge if returned in unsuitable condition : £200.
 - 25.9.5** A charge to be confirmed in the event you fail to leave the toilet lever in the closed position before removing the toilet cassette. We are unable to confirm the extent of the charge in these terms because it depends on the level of damage caused.
- 25.10** The Vehicle is fitted with a GPS tracking alert that will notify any speeds over the speed limit. The Vehicle is not designed to exceed 70 mph for passenger and Vehicle safety. Each incident of speeding will incur an admin charge of £25.
- 25.11** You must check the condition of the tyres and the level of engine fluid levels on a daily basis during the Hire Period and shall ensure that the same are kept in a roadworthy condition.

25.12 We shall not be responsible for any personal belongings left in the Vehicle at any time. Before you vacate the Vehicle, you must check that you have not left any personal belongings in the Vehicle. If we discover any personal belongings in the Vehicle after the end of the hire, we shall notify you and if you fail to collect the same within a reasonable period of time after the end of the Hire Period, we may dispose of or destroy the same. In any event, we will not be obliged to retain any items for longer than 4 weeks from the end of the Hire Period.

25.13 The Vehicle is fitted with an in built Fiat Satellite Navigation system (Sat Nav) but you are entirely responsible for ensuring your route is safe, appropriate for the Vehicle and the correct route you wish to take. We shall not be responsible if the Sat Nav takes you off your intended route causing:

25.13.1 you delay or losses of any kind:

25.13.2 damage to the Vehicle or

25.14 You must not:

25.14.1 Tow any other vehicle or trailer;

25.14.2 Carry volatile liquids, gases, explosives or other corrosive or inflammable material.

25.14.3 Remove either the WiFi unit or SIM cards from the Vehicle. You will be responsible for the cost of repairing or replacing damaged or missing SIM cards or the WiFi unit.

26. You must not carry out any alteration or modification to the Vehicle nor alter, except by way of suitable replacement, any part or parts of it, mechanical or otherwise, or any of its accessories.

27. Termination of the Hire Agreement

27.1 Without in any way affecting any of your or our rights set out in this Hire Agreement, we may terminate the Hire Agreement with you at any time and/or where the Vehicle is in your possession, may repossess the Vehicle at any time, if you or a Driver:

27.1.1 commit a material breach of the Hire Agreement which is not capable of being remedied; or

27.1.2 commit a material breach of the Hire Agreement which is capable of being remedied but which is not remedied within 7 days of us notifying you of the breach; or

27.1.3 if you fail to pay an amount due to us under the Hire Agreement on the due date for payment and the sum remains unpaid within 7 days after we have notified you that the payment is overdue;

27.1.4 are banned from driving or otherwise have your driving licence revoked or suspended;

27.1.5 have obtained the Vehicle through fraud or misrepresentation;

27.1.6 have abandoned or appear to have abandoned the Vehicle;

27.1.7 if we consider, on reasonable grounds, that the safety of passengers or the condition of the Vehicle is in danger.

27.2 Without in any way affecting any of your or our rights set out in this Hire Agreement, you may terminate the Hire Agreement if we:

27.2.1 commit a material breach of the Hire Agreement which is not capable of being remedied; or

27.2.2 commit a material breach of the Hire Agreement which is capable of being remedied but which is not remedied within 7 days of you notifying us of the breach.

27.3 We reserve the right to take all steps as may be necessary for us at any time to properly repossess our Vehicle. You agree that where the Vehicle is on your premises and you have failed to properly return

the Vehicle to us, we may enter onto your property at reasonable times and on reasonable notice, in order to properly exercise our rights and recover our Vehicle.

27.4 Termination of the Hire Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.

28. GDPR/Data Protection

28.1 We collect personal data relating to you, Drivers and any other members of your party in connection with the hire of the Vehicle and otherwise to exercise our rights and perform our obligations under and in connection with the Hire Agreement. This includes personal data about you and members of your party when you make a booking through our website. The use of personal data for this purpose is necessary for the performance of the Hire Agreement and for our legitimate interests in managing that agreement.

28.2 We will treat all information which we hold in compliance with the Data Protection Act 2018 and/or the General Data Protection Regulation (EU) 2016/679 (the GDPR) and any replacement, amendment, re-enactment or consolidation of the same from time to time, together with all subordinate legislation.

28.3 Further information on how we handle personal data can be found in our privacy policy.

28.4 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 Data Protection legislation.

29. Additional Extras for hire

29.1 You can hire the following items for the Hire Period for the charges indicated:

- 29.1.1** Portable BBQ set including gas power pack - £65* (*included in Pegasso Vehicles at no extra charge)
- 29.1.2** External Table and Chair set - £45* (included in Pegasso Vehicles at no extra charge)
- 29.1.3** Coffee Machine - £30* (included in Pegasso Vehicles at no extra charge)

30. Governing law

The Hire Agreement and these terms and conditions are subject to English law and we each agree that any dispute arising under or connected to it will be decided by the English courts. If you are a consumer in an overseas jurisdiction, including Scotland or Northern Ireland, this will not affect your rights to bring a claim in your local courts or otherwise affect any statutory or other local law protections which you have.

31. Severance

If any provision or part-provision of this Hire Agreement 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 this Hire Agreement.

32. Statutory Rights

Nothing in these terms shall affect your statutory rights. This means that any rights which you have at law remain unaffected.

33. General

- 33.1** The Hire Agreement between us is binding and our obligations are owed to you, our named Customer only. We may transfer or assign our rights and obligations under the Hire Agreement or appoint third parties to assist us at any time provided that this will not reduce the owed obligations to you.
- 33.2** If any clause of this Hire Agreement is found in any way to be void by a Court or other competent authority then all other clauses of the Hire Agreement will continue to apply.
- 33.3** If either of us does not at any time, act on any rights we have, it will not affect the rights of either of us to enforce any rights at a later stage. If either of us chooses not to rely on a right which we have, it will not affect any other rights which either of us has.
- 34.** If the Hire Agreement is ended, it will not affect our right to receive any money which you owe to us or your right to receive money which we owe to you.
- 35.** No changes to the Hire Agreement will bind us unless we agree to them in writing.
- 36.** Nothing in the Hire Agreement seeks to exclude or limit any rights available under applicable law which cannot be excluded or limited. This means that the Hire Agreement will not change any rights which the law grants to you which that law does not allow us to change or limit.
- 37.** A person who is not party to this Hire Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it, which means that only we and you have rights under it. This does not affect any right or remedy of any person which exists or is available otherwise than under that Act.
- 37.1** The Hire Agreement is the entire agreement and understanding between us and all other statements and terms whether written or verbal are excluded to the fullest extent that the law permits.
- 37.2** We are committed to trying to achieve your complete satisfaction as our Customer. If you have any complaints please contact or write to the address above.
- 38.** If after exhausting our internal complaints process your complaint has not been resolved, you may refer the dispute to an Alternative Dispute Resolution (ADR) provider. While we are not a member of any ADR scheme, an example of an ADR provider which you could choose is The Retail Ombudsman. You can find more information about this provider at www.theretailombudsman.org.uk.
- 38.1** This Hire Agreement is not intended to set out the full extent of your consumer rights. Your Local Citizens Advice or similar will be able to provide you with more information about your legal rights.