

Terms and conditions

1. Interpretation

1.1 Fees means the fees payable by you to us and as set out on the Rental Document plus any additional fees payable under this Agreement as they apply from time to time.

1.2 VAT means Value Added Tax which is applicable to goods and services

1.3 Rental Document means the form signed by us and you and setting out the period and specific terms of rental to which this Agreement applies and as set out on the reverse of this Agreement (and which includes any equivalent computerised data).

1.4 Rental Period means the period commencing on the date shown on the Rental Document and ending on the date that you return the Vehicle to us.

1.5 Vehicle means the vehicle described in the Rental Document (or any substitute vehicle) and includes but is not limited to its under body, parts, components, accessories and contents supplied by us (except where specifically excluded).

1.6 We, our and us means Yorkshire Vehicle Sales Ltd.

1.7 You, your and yourself means the person(s) recorded in the Rental Document as the Hirer and includes all Additional Drivers as described on the Rental Document.

1.8 References to pounds and £ are references to British currency;

2. Agreement

2.1 We agree that you may hire the Vehicle subject to the terms of this Agreement.

2.2 You agree to comply with the terms of this Agreement and to pay the Fees to us.

2.3 This Agreement may only be amended in writing and its terms apply at all times during your use of the Vehicle as and from when you make the reservation. Any terms and conditions contained in any other document and all statements, terms and warranties (whether implied by statute or otherwise) not embodied in this Agreement are expressly excluded to the fullest extent permitted by law.

2.4 None of our employees, agents or contractors are authorised to vary or add to this Agreement, make any representations about the performance, specifications or fitness for purpose of our goods other than those specified in

our authorised written material. You agree that all such unauthorised warranties and representations are expressly excluded.

3. Driver and drivers licence requirements

You and any other agree and acknowledge that:

- (a) only you will drive the Vehicle;
- (b) you have not been convicted of, or have charges pending, for an offence relating to driving a vehicle under the influence of alcohol or drugs; or with a blood alcohol level over any legal limit, in respect of which the term of the penalty has not been fully served or served at all;
- (c) you are 21 years of age or over and hold a valid full motor Vehicle driver's license (learners permits are not acceptable); and
- (d) you have not been refused or had any motor Vehicle insurance cancelled for any reason within the three years prior to the Rental Period;
- (e) you have held a full and valid drivers licence for 1 year or more.
- (f) you have an accident free record if aged 21-22.
- (g) have a licence issued by one of the following countries: All EU countries, Australia, Canada, New Zealand or USA. For other countries please contact info@yvsltd.co.uk as you may still be eligible to drive.

4. Where you cannot drive the Vehicle

4.1 You must only use the Vehicle on sealed roads.

4.2 You must not, unless authorised in writing by us, drive or take the Vehicle:

- (a) On any road which is closed or restricted or on beaches or through streams, dams, rivers or floodwaters;
- (b) or to any other area which we have, in our discretion, advised you not to enter

5. Use of the Vehicle

You must not:

- (a) allow the Vehicle to be used for any illegal or dangerous purpose, race, and contest or performance test of any kind;
- (b) allow the Vehicle to be used to tow or push anything, unless authorised in writing by us and unless correctly secured;

(c) carry more passengers than may be properly accommodated by the seat-belt restraints provided in the Vehicle, or carry a greater load than that for which the Vehicle was built;

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d) permit passengers to travel in the Vehicle unless they are seated in forward facing seats and are properly restrained with the seat belts provided in the Vehicle;

(e) be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the country in which the Vehicle is driven;

(f) Allow the Vehicle to be used to carry passengers for payment of any kind or sublet or hire the Vehicle to any other person;

(g) Use cookers inside the Vehicle or in a dangerous manner;

(h) Transport any animal in the Vehicle other than a Guide Dog;

(i) use the Vehicle when it is damaged or unsafe;

(j) use the Vehicle to transport goods other than those which would be reasonably contemplated in connection with the permitted purpose of the Vehicle;

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k) without our prior written consent, use the Vehicle to carry any inflammable, explosive or corrosive substance other than that which has been provided by us;

(l) use the Vehicle in contravention of any law;

(m) use the Vehicle to carry a child without the use of an approved child restraint (as defined in the UK and European laws) and;

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n) take your Vehicle to countries outside of the European Union

(o) exceed the speed limit.

6. Maintenance, security and safety

6.1 you must:

(a) Maintain engine and brake oils and coolant levels if the Vehicle's warning lights indicate that this is required;

(b) ensure that the tyres are maintained at the manufacturer's recommended pressure as provided in the Vehicle manual;

(c) keep the Vehicle locked and the keys under your personal control at all times and produce such keys if the Vehicle has been stolen;

(d) return the Vehicle to us free of all rubbish and stains or pay us a soiling fee of £100 if, in our opinion, you have failed to comply with this requirement;

(e) immediately report to us any damage to the Vehicle or damage to any property caused by the Vehicle. If you do not, you acknowledge that your failure to do so may compromise your rights under this Agreement;

(f) generally do all things necessary to keep and maintain the Vehicle in its current state and condition (fair wear and tear excepted); and

(g) not authorise or undertake any repairs to the Vehicle without our prior written authority except to the extent that the repairs are necessary to prevent further damage to the Vehicle or other property, in which case you must first attempt to contact us by phone to inform us of the steps you are intending to take and obtain our approval. We will only reimburse you for the cost of such authorised repairs if you keep and produce to us the original receipts for those repairs or salvage.

(h) Immediately pay or reimburse us for:

i. any damage or loss to the Vehicle or to us which is not covered by insurance.

ii. windscreen, glass, headlight or sunroof breakages in addition to all other fees under this agreement unless:

(i) you have paid for "additional windscreen cover" or "All Inclusive" under clause 8 (only all inclusive covers your sunroof, windows and rear windscreen);

i. the cost of rectifying any tyre punctures unless:

ii. all tolls or fines;

iii. the cost of repairing any damage caused deliberately, carelessly or recklessly, by you or any other driver of the Vehicle; or any passenger carried during the Rental Period;

iv. the cost of repairing any damage to the Vehicle or to third party property caused or contributed to by a breach of the Agreement;

v. a daily rate fee will apply to Vehicles under repair whilst off the road for damages when driver negligence is found to be the cause of damage;

vi. the full cost of replacing or repairing all contents supplied by us (including but not limited to: cooker, bedding, cutlery, DVD/CD/MP3 player, DVDs, tables, chairs, tents, roof racks, power cords and keys, space Survival Kit and any other additional items hired from us) fair wear and tear excepted;

vii. any damage caused to the Vehicle through the use of tyre chains or any other accessory;

viii. filling the Vehicle with fuel if it is not returned with a full tank of fuel (£20 plus the cost of fuel).

ix. at all times follow the safety and operating instructions given by Yorkshire Vehicle Sales Ltd UK – whether written or verbal. Failure to do so may invalidate your insurance and/or result in additional charges.

6.2 Oil and water levels

The hirer/driver is responsible to check and maintain all fluid levels and must immediately rectify and report to Yorkshire Vehicle Sales Ltd any defect of which you become aware however slight. Rectification means a fit and proper diagnosis and repair. Continued operation of the vehicle after a defect has occurred may lead to serious consequential damage to the engine for which you the renter will be held responsible and liable for full repair costs.

The risks of continued driving if your car begins to overheat, or if it has a known cooling system problem of any kind can be severe. If your temperature gauge moves in a direction that is a departure from normal, stop immediately, investigate and call Yorkshire Vehicle Sales Ltd. Do not wait for it to cool and drive again as you may cause further catastrophic damage to your engine, for which you will be held liable. Driving with an inoperative temperature gauge voids all insurance coverage and may result in the hirer being held liable if overheating occurs.

7. Bond

7.1 A cash deposit of £500 must be provided to us by you at the commencement of the Rental Period for the purposes of the Bond.

7.2 You authorise us to use the Bond to cover insurance excess costs (and any incidental costs) as a result of any accident during the Rental Period. The bond amount will be retained from the cash deposit if you are involved in an accident whilst using the Vehicle. The bond will be released when the Vehicle is returned provided no damage has occurred. The excess is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. The excess will be refunded to you if we are successful in recovering the costs of the damages from the third party. You acknowledge that you must pay for anything not covered by insurance or the Bond. Should we be unable to reclaim any amounts owed to us the debt will be passed to a third party. Should this action be required a 35% surcharge will be due which will be added to the amount owed.

8. Windscreen Cover

An additional non-refundable premium of £2 per hire day will cover you for the loss or breakage of the front windscreen. This cover EXCLUDES the sunroof and

all other glass windows and mirrors. A windscreen replacement costs over £200 so we strongly recommend taking windscreen cover or the All Inclusive which includes windscreen cover. The maximum amount payable is £70 – i.e. 35 days rental

8.1 You acknowledge that cover may be denied under Standard excess liability, “Half Cover and “All Inclusive” if:

- (a) there is any water related damage such as vehicle submersion, creek or river crossing, beach driving or driving through low plain flooded areas;
- (b) you breach the terms of this Agreement;
- (c) you drive under the influence of alcohol or drugs;
- (d) damage is caused by careless or wilful conduct;
- (e) you drive on restricted, closed, dirt or unsealed roads;
- (f) the articles damaged are appliances or fixtures inside the Vehicle unless in the case of a motor accident.

9. Indemnity and Release

9.1 Except to the extent we or others are liable at law, you agree that you are liable and must indemnify us immediately for:

- (a) the loss of, and all damage to, the Vehicle;
- (b) the cost of towing, recovering and storing the Vehicle;
- (c) for all damage to the property of any person which is caused or contributed by you or which arises from the use of the Vehicle by you;
- (d) appraisal or assessment fees;
- (e) reasonable administrative fees and legal costs as a result of your breach of this Agreement or in respect of recovering costs payable by you (on a solicitor client basis).

9.2 You agree to use, operate and possess the Vehicle at your risk and you agree that we will have no responsibility or liability for any loss or damage or death except as required by law. To the full extent permitted by law you agree that you release and discharge us and our agents and employees from:

- (a) all claims and demands on us; and
- (b) any loss or damage whatsoever and whenever caused to you whether by way of death of, or injury to, any person of any nature or kind, accident or damage or loss of property, delay, financial loss (including accommodation or meal costs) or otherwise, arising directly or indirectly from or incidental to your use of the Vehicle or any accident to or involving the Vehicle or its use, operation, repair, maintenance or storage or which may otherwise be suffered or sustained in, upon or near the Vehicle provided that this release shall not extend to any claims arising from a negligent act or omission by us; and

(c) any loss or damage as a result of items being left in the Vehicle after its return to us or stolen from the Vehicle.

9.3 You acknowledge that you will not be refunded for hire fees in the event that non-mechanical malfunctions occur such as to the, but not limited to the DVD/CD player, fridge, water pump or cookers amongst other things;

9.4 Any person claiming the return of personal property left in the Vehicle is required to provide us with satisfactory proof of ownership.

9.5 You have rights conferred under consumer legislation and no provision in this Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights which you may have under UK Law.

10. Return of the Vehicle

10.1 You must return the Vehicle to us:

(a) between 0900 hours and 1600 hours to the place and on the date shown on the Rental Document;

(b) with a full fuel tank or as per the level on your rental agreement;

(c) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.

10.2 Change of return location (where applicable) is subject to availability and must be authorised by Yorkshire Vehicle Sales Ltd with suitable notice. An additional charge of minimum £50 and up to £250 applies to any authorised change of return location.

10.3 If you return the Vehicle to a location other than that shown on the Rental Document, a fee of up to £1 per kilometre may apply in our discretion for the unauthorised return.

10.4 Yorkshire Vehicle Sales Ltd do not offer refunds for early returns. We strongly recommend customers invest in travel insurance due to early returns due to no fault or reason of Yorkshire Vehicle Sales Ltd.

10.5 If you return the Vehicle later than 4pm you will be charged an additional day's hire. Early returns do not entitle you to a refund.

10.6 If you do not return the Vehicle by the date shown on the Rental Document you must pay an additional day's hire plus a penalty of £50 for each day the Vehicle is overdue.

10.7 We may request the immediate return of the Vehicle, or we may re-take possession of the Vehicle without notice, if we reasonably suspect that:

(a) you have breached a term or condition of this Agreement or;

(b) damage to the Vehicle, or injury to persons or property is likely to occur or the Vehicle may be or has been used for an unlawful purpose.

10.8 Rental extensions are possible subject to availability. Suitable notice must be given to Yorkshire Vehicle Sales Ltd for any authorisation to any rental. There is no guarantee of any extension regardless of notice provided.

11. Acknowledgment and Warranties

11.1 By hiring a Vehicle from us you are deemed to have accepted this Agreement. This Agreement is deemed to have been entered into when you request a reservation. You warrant that the information contained in the Rental Document is true and correct and that the credit card details provided (if any) are those of the Hirer named on the Rental Document (not the Additional Drivers).

11.2 You acknowledge that we give no express warranty in relation to the motor vehicle other than those conditions and warranties implied by statute, which cannot be excluded, restricted or modified, such as those under VOSA. Where we are permitted to limit liability under those statutes for breach of an implied condition or warranty you agree that our liability is limited to replacement, repair or re-supply of the Vehicle. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety. The Company is not liable to you for any indirect, special, incidental or consequential damages relating to this Agreement.

12. Infringement Notices

12.1 We reserve the right to charge you for any infringement notices incurred during your possession of the Vehicle and you agree that we may charge such amounts to your credit card. You also agree to pay administration costs of £30 per infringement notice.

13. Cancellation and Deposit

13.1 You must pay us a booking fee of £50 when you request a reservation. The balance of the hire fees must be paid before or upon collection of the Vehicle.

13.2 Failure to collect a Vehicle on the confirmed booking date will result in the loss of that hire day unless we have been advised 48 hours prior of the change in booking dates subject to availability.

13.3 If you have commenced your travel and decide that you want to extend the hire period then you must first contact us for approval (at our discretion). On

receipt of our approval you must pay in advance for the additional days hire at the agreed rate.

13.4 Our cancellation fees are as follows:

- i. If cancelled 20 – 29 days prior then forfeit 25% of gross rental
- ii. If cancelled 6-19 days prior then forfeit 30% of gross rental
- iii. If cancelled 1- 5 days prior then forfeit 50% of gross rental
- iv. If cancelled on day or pick up or no show then forfeit 100% of gross rental

13.5 If a booking is cancelled your booking agent may charge additional fees to the charges set out in clause

14. Our Obligations

14.1 We will use our reasonable endeavours to replace the Vehicle in the event of breakdown or accident (caused by a third party only) subject to availability and location.

14.2 Subject to terms and conditions not being breached by the renter If we cannot supply a replacement vehicle under clause 14.1, then we will refund your hire fees for any whole days for which you lose total use of the Vehicle. If breach of terms and conditions have occurred then we reserve the right to not refund any monies whatsoever.

14.3 We will provide 24 hour road service free of charge subject to this Agreement.

15. VAT

The Fees described in this Agreement are exclusive of VAT unless otherwise stated.

16. Termination

16.1 We may terminate this Agreement at any time if you breach this Agreement, or if any of the information contained in the Rental Document is found to be false.

16.2 If this Agreement is terminated for any reason other than a breach by us, you must immediately pay all rental fees and other charges for the Rental Period as set out in this Agreement

17. Jurisdiction

This Agreement is governed by the laws in force in the United Kingdom.

18. Waiver

If we elect not to exercise any of our rights arising as a result of a breach of this Agreement you acknowledge that our election will not constitute a waiver of any rights relating to any subsequent or other breach.

19. Dispute Resolution

19.1 If you disagree with us or wish to file a complaint you agree to resolve your complaint or dispute with us by:

(a) immediately notifying the Manager of the office from which the Vehicle was rented within 5 Business Days of returning the Vehicle;

(b) provide in writing exact details of your complaint together with any relevant evidence.

19.2 We will use our reasonable endeavours to provide a response to you within 10 Business Days of receiving your complaint;

19.3 If, upon receiving our response, you are still dissatisfied and have further queries, you must notify us in writing within 5 Business Days of receiving our response and we will arrange a meeting between you and us in an attempt to resolve the dispute.

20. Camper Van Rental Specific Terms

20.1 Our camper van rentals have some additional terms and conditions. For the avoidance of doubt, our camper van terms will always take precedence over our general terms if there is a discrepancy.

20.2 The following items/damages are not covered by any insurance option and the hirer will be liable for the full cost of repair/replacement

(a) Overhead damage. This refers to any damage caused to the vehicle, the vehicle's equipment and any third party property where the damage is over 1.8m high when measured from the ground.

(b) Damage caused by reversing manoeuvres.

(c) Damage caused to any internal fixtures and fittings, windows, upholstery and any other internal equipment.

(d) Damage caused from putting fuel in the fresh water tank

(e) Failure to return the LPG gas tank full, irrespective of the amount of gas required to refill will incur a charge of £50.