

RENTAL TERMS AND CONDITIONS

1. Renter's Agreement with Owner

(a)These Rental Terms and Conditions and the Booking Form together constitute the "**Rental Agreement**". The Rental Agreement is entered between the Renter (as named on the **Booking Form** and the Owner.

Any reference to Owner means Martyn Richard Awde of 2 Stonecross Green, Kendal, Cumbria, LA9 5HL trading as Lake District Campers.

(b) The Owner and the Renter are the only parties to the Rental Agreement even though another entity or person may pay for all or some of the rental bill.

2. Rental Period

(a) The Renter has the right to use the rental vehicle ("Vehicle") until the return date indicated on the Booking Form ("Rental Period").

(b) The Owner may agree to extend the **Rental Period** in writing ("Extended Rental Period") but the overall **Rental Period** may never be more than 21 days. The Extended Rental Period may be subject to higher charges and/or to additional security deposit which will be disclosed to Renter prior to the extension of the **Rental Period**.

(c) The full cost of hire will remain payable should the Renter choose to return the Vehicle before the end of the agreed **Rental Period**.

3. Use of the Vehicle

(a) **Eligibility**: The Renter must have a full driver's licence valid in the United Kingdom and valid for the vehicle category applicable to the Vehicle. The Renter must have held a full UK or EU driving licence for 2 years and have no more than two sets of 3 penalty points endorsed.

(b) Authorised Drivers: Only the Renter is permitted to drive the Vehicle unless the Owner expressly permits additional drivers who meet the eligibility requirements for Renters in section 3 (a) above ("Authorised Drivers"). Authorised Drivers under the age of 25 may be subject to restrictions and an increased Security Deposit. Any Authorised Drivers will be documented in the Booking Form. Where the words "authorised driver" are added to the Additional Authorised Driver information on the Booking Form then the sole driver(s) for the duration of the Rental Period is/are the nominated Authorised Driver(s). Any other named Renter is not authorised to drive the Vehicle.

(c) Prohibited Use of the Vehicle:

The Vehicle must not be used:

- (i) by anyone other than Renter or an Authorised Driver;
- (ii) to smoke in. The use of e-cigarettes in Vehicle is also prohibited;
- (iii) in a way to affect the good condition of the Vehicle, including by smoking;
- (iv) for carriage of passengers for hire or reward;

(v) for deliberately causing personal injury or property damage or for any illegal purpose;

(vi) for racing, pacemaking, testing the Vehicle's reliability and speed, or teaching someone to drive;

(vii) while the driver is under the influence of alcohol, narcotics or drugs;

(viii) off-road, on unsurfaced roads or on roads unsuitable for the vehicle (i.e. over 20% gradient, less than 6'6" in width) or at speeds outside legal limits, in extreme weather conditions or on soft ground;

(ix) to take part in any race, rally, test or other contest, drive or park in contravention of any traffic or other regulations;

(x) to undertake driving training activity;

(xi) to camp in areas that are unsuitable in location or at times when weather conditions such as high winds or heavy snow make it unsuitable;

(xii) in any areas with height restrictions lower or equal to that stated on the Vehicle;

(xiii) overloaded with more passengers than seatbelts, to transport children without the legally required car seats, or otherwise in breach of the legally prescribed safety precautions

(xiv) to go to countries or places outside the United Kingdom; and

unless the Owner gives the Renter written permission:

(xiv) to propel or tow any other vehicle or wheeled equipment and the Renter has express permission from Owner;

(xv) on unpaved roads, racetracks, beaches, and test courses;

(xvi) to transport easily flammable, toxic, or otherwise dangerous substances other than minimum amounts for camping use;

(xvii) in a careless or reckless manner;

(xviii) to drive through or over water or over any objects that the Renter knew or ought to have known rise above the ground clearance of the Vehicle;

(xix) to drive under a barrier lower than the overhead clearance of the Vehicle;

(xx) in or on that part of any aerodrome, airfield, airport, or military installation designed for the take-off, landing, taxiing, or parking of aircraft and aerial devices, including any associated service roads, fuel supply areas, ground equipment parking areas, aprons, maintenance zones, and hangars;

(xxi) to transport goods with a weight heavier than that authorised for the Vehicle, or to transport goods deficiently distributed or badly secured, or to carry goods that you do not own for a fee without the Owner's written permission; or

(xxii) in contravention of this Rental Agreement or the applicable laws, safety rules and requirements of the countries where the Vehicle is used.

(d) **Hand over of Vehicle**: The Owner shall hand over the Vehicle to the Renter in a good and roadworthy condition and equipped as required according to the safety regulations of the place of rental (e.g., first aid kit, spare wheel, and/or warning triangle, as required by applicable law). The Renter is required to check the Vehicle's condition immediately after handover. If the Renter notices any damage to the Vehicle or other discrepancies, the Renter shall immediately inform the Owner.

4. Renter's Main Obligations

(a) The Renter is required to

(i) always lock the Vehicle and secure all of its parts when it is left unattended;

(ii) not let anyone work on the Vehicle without the Owner's express written permission. If the Owner grants such permission, the Owner will only give the Renter a refund if the Renter has a receipt for the work performed;

(iii) check oil, AdBlue and water levels and tyre conditions and pressure at regular intervals during the Rental Period;

(iv) stop using the Vehicle as soon as possible and contact the Owner as soon as the Renter becomes aware of any fault with or malfunction of the Vehicle. In particular, the Renter must take into account any warning lights that may appear on the dashboard of the Vehicle;

(v) where the vehicle requires fuel, to use nothing other than the appropriate fuel as indicated in the Vehicle;

(vi) not put the Vehicle through a rotary car wash;

(vii) not to unseal or tamper with the mileage indicator or any other onboard facilities;

(viii) not allow pets in the Vehicle unless previously authorised to do so by the Owner in writing (email is sufficient); and

(ix) not use Pop-up Tops and awnings in bad weather conditions or high winds.

5. Return of the Vehicle & Accidents

(a) The Renter will:

(i) bring the Vehicle and all equipment back to the **Owner's Premises** no later than **10am** at the end of the **Rental Period** in the same condition as it was when it was handed over by the Owner according to the condition description on the **Booking Form** except for any usual wear and tear. The Owner or his representative will inspect the Vehicle and equipment to check the condition of the Vehicle.

(ii) check that the Renter has not left any personal belongings in the Vehicle before the Renter returns the Vehicle;

(b) In case of an accident or if the Vehicle is lost or stolen, the Renter is required to do the following:

(i) the Renter shall accurately report the accident, theft or loss to the Owner as soon as possible by any means and confirm this promptly in writing (email is sufficient) to the Owner no later than 24 hours from the moment the Renter becomes aware of the event;

(ii) the Renter shall report any theft or loss (or where appropriate, any accident) to the police within 24 hours from the moment the Renter becomes aware of the event and confirm this promptly in writing (email is sufficient) to the Owner;

(iii) the Renter shall avoid admitting responsibility to anyone in relation to the accident unless required to do so by legal process;

(iv) the Renter shall request the names, addresses, contact details and vehicle registration numbers of everyone involved, including witnesses, and provide them to the Owner;

(v) the Renter shall promptly forward the Owner any notices or other documents relating to any legal proceedings arising out of the accident, theft or loss;

(vi) the Renter shall complete and provide to the Owner with an accident form within 36 hours of returning the Vehicle to the Owner.

(vii) the Renter shall cooperate with the Owner and the Owner's insurers including responding to requests for full and true information and provide assistance in any matters or legal proceedings including allowing proceedings to be brought by the Owner in the Renter's name and defending any proceedings brought against the Renter; and

(viii) the Renter shall return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started or tracked to the Owner either directly to the Owner or the Owner's representative at the Owner's premises.

(c) If covered by Roadside Assistance the Owner will waive all of the Renter's responsibility for the following: (i) tyre repair or tyre replacement costs including rims except when part of a larger repair to the Vehicle; (ii) replacement key costs; (iii)

glass repair or glass replacement costs except when part of a larger repair to the Vehicle; and (iv) all recovery and call out charges imposed by the Owner's chosen roadside assistance providers as a result of any fault occurring to the Vehicle which is due to driver or Renter error.

6. Rental Costs and other Charges

(a) The Renter shall pay the **Rental Costs** as well as any other charges applicable to the rental of a Vehicle as stated in the **Booking Form** or, if not stated on the **Booking Form**, the rates detailed on <u>www.lakedistrictcampers.co.uk</u> at the time of rental ("**Rental Costs**").

(b) **Rental Costs** also include charges for **Optional Extras** as applicable to the specific rental of the Vehicle and as stated on the **Booking Form**.

(c) The Owner will require a non-refundable **Reservation Deposit**, as stated in the **Booking Form**, to secure the booking. This deposit will be deducted from the **Rental Costs**.

(d) The Owner will require a **Security Deposit**, as stated in the **Booking Form**, prior to the commencement of the **Rental Period** which can be used as security for any future claims which the Owner has against the Renter in connection with the Rental Agreement. The Owner will not pay any interest on the **Security Deposit** and the Owner is under no obligation to hold the **Security Deposit** in any account separate from his own assets. Subject to the conditions set out in section 10, the Owner will refund the **Security Deposit** and any additional monies taken to the extent that this amount has not been needed to satisfy the Owner's claims under this Rental Agreement within a period of 5 business days from the date of the return of the Vehicle, or, if the Vehicle is lost or stolen, within a period of 5 business days from the agreed end of the **Rental Period**.

(e) The Renter shall pay the balance of the **Rental Costs** 6 weeks' prior to the commencement of the **Rental Period**. If the booking is made less than 6 week's prior to the commencement of the **Rental Period**, the full balance of the **Rental Costs** shall be payable upon confirmation of booking.

(f) The Renter shall pay to the Owner on demand:

(i) any additional charges as notified to the Renter;

(ii) a cleaning fee if the Renter fails to return the Vehicle in good condition due to unusual wear and tear, including but not limited to smoking in the Vehicle or coarse soiling, to compensate the Owner for their actual costs of cleaning;

(iii) where the vehicle requires fuel, a re-fuelling service fee if the Renter did not return the Vehicle to the Owner with the same level of fuel as at the start of the **Rental Period** (such level as indicated on the **Booking Form**) calculated as the difference between the fuel level recorded on your Rental Agreement and that recorded upon the return of the Vehicle plus an additional charge of up to £15. No unused or excess fuel will be refunded;

(iv) pay a fee of **£50** for every hour that the Vehicle is returned later than 10am without the prior written agreement (email will suffice) of the Owner;

(v) on a full indemnity basis any costs, charges, damages, fines, liabilities and losses (whether direct or consequential) incurred by the Owner due to the late return of the Vehicle including but not limited to lost rental fees as a result of an accident occurring to the Vehicle during the **Rental Period** whether or not resulting from claims, demands, actions or proceedings; and

(vi) any administrative fines, fees, charges, costs, penalties, or other fines that are imposed, issued or incurred in connection with the Renter's usage of the Vehicle during the **Rental Period** (including usage of the Vehicle by Authorised Drivers or other third parties who are permitted by the Renter to use the Vehicle), such as fines or fees for illegal parking or speeding, non-compliance with bus lane, congestion charges, tolls or violations of the rules of the highway or traffic offence or contravention in any country, in all cases, to the extent permitted by law and not caused by the Owner.

(g) If the Vehicle is not returned to the **Owner's Premises** at the end of the **Rental Period** the costs of recovery incurred by the Owner and the Owner's resulting loss of revenue at a daily rate of **£120**, unless otherwise agreed between the Owner and the Renter in writing (email will suffice).

(h) Any sums invoiced by the Owner to the Renter after the **Rental Period** shall be paid by the Renter within **14** calendar days of issue of invoice.

7. Cancellation

(a) If the Renter cancels this Agreement, the following terms apply:

(i) The Owner shall be entitled to retain the **Reservation Deposit** if the Renter cancels this Agreement during the period commencing from when the Renter's booking is confirmed by the Owner and up to 42 calendar days before the commencement of the **Rental Period**;

(ii) The Owner shall be entitled to retain a sum equal to 50% of the **Rental Costs** where the Renter cancels this Agreement during the period between 42 and 14 calendar days prior to the commencement of the **Rental Period**;

(iii) The Owner shall be entitled to retain 100% of the **Rental Costs** where the Renter cancels this Agreement less than 14 calendar days prior to the commencement of the **Rental Period**.

8. Termination of Rental Agreement

(a) The Rental Agreement terminates with the lapse of the **Rental Period** or the **Extended Rental Period**, as applicable, or as otherwise stipulated in this section 8.

(b) If due to unforeseen circumstances the Owner is unable to supply the Vehicle for the **Rental Period** the Owner will refund all sums paid by the Renter to the Owner in respect of the **Rental Period** and this Agreement shall be terminated and the Owner shall incur no liability in respect of any direct or consequential losses that the Renter may incur as a result of such termination. It will be assumed that the Renter has adequate holiday insurance protection on cover.

(c) The Owner may terminate the Rental Agreement with immediate effect if the Renter commits a material breach of the Rental Agreement or if he reasonably considers there to be security risks for the Renter, Authorised Drivers or if other third parties require an immediate return of the Vehicle or if the Renter's driving licence is not acceptable to the Owner due to endorsements or defacement. A breach of the Renter's obligations in section 3, 4, and 5 is a material breach.

(d) The Owner may terminate the Rental Agreement upon immediate notice if he or his representative is of the reasonable opinion that the Renter is unfit to drive or does not meet the eligibility requirements and unless the Owner is able to rent the Vehicle to a third party for the **Rental Period**, the **Rental Costs** will remain payable by the Renter to the Owner.

(e) Upon termination of the Rental Agreement, if the Renter fails to return the Vehicle to the **Owner's Premises** the Owner may repossess the Vehicle, and the Renter is liable for any costs charges losses fees penalties incurred in repossessing it on a full indemnity basis in accordance with section 6 (f).

(f) Termination of the Agreement does not affect any rights or remedies provided by law which exist at the date of termination. Any parts of the Agreement which by implication continue after such termination are not affected.

(g) The Owner may notify the police if the Renter operates the Vehicle after the end of **Rental** Period or **Extended Rental Period**, as applicable.

9. Parking of Renter's vehicle

During the **Period of Hire** the Renter shall be permitted to park one motor car at the Owner's premises at his/her own risk and provided that the Owner shall incur no liability whatsoever for the Renter's vehicle or the contents thereof whilst it is situated on his premises.

10. Liability

(a) The Owner has the sole right and responsibility to repair the Vehicle, and the decision as to whether to repair the Vehicle, and the timing of such repair (and whether multiple incidents of damage caused by different renters will be repaired at the same time), is at the Owner's sole discretion.

(b) The Renter shall pay to the Owner on demand in accordance with applicable law the Owner's costs reasonably incurred when collecting payments due from the Renter, including legal fees and court costs (if the court issues a judgment in the Owner's favour).

(c) In the event of damage to or loss or theft of the Vehicle or a part or accessory thereof from the time of the commencement of the Rental Period up until the time of the **Vehicle** inspection unless caused through the Owner's own

fault, the Renter may be liable for the following costs, charges and other damages (provided this does not result in the Owner being compensated twice for the same loss):

(i) the charges invoiced to the Owner by the repair facility for the specific repair of the Vehicle, or replacement of the part or accessory;

(ii) a bona fide estimate of the cost to the Owner of the repair of the Vehicle, or replacement of the parts or accessories (as applicable) calculated by reference to an estimate provided by an approved vehicle repair centre;

(iii) to the extent that any repair does not fully restore the value of the **Vehicle**, a reasonable sum for the diminishment of value as determined by an independent motor engineer;

(iv) in the event that the total estimated repair cost is greater than the value of the Vehicle minus the salvage value, an estimate of the retail value of the Vehicle immediately prior to the damage, as independently verified, less the salvage value;

(v) the Owner's resulting loss of revenue based on the Owner's loss of income of the Vehicle, not to exceed 45 days, provided this does not result in the Owner being compensated twice for the same loss;

(vi) in case of theft or loss of the Vehicle, an estimate of the pre-theft or pre-loss retail value of the Vehicle, as independently verified;

(vii) an administrative cost of £50 or £100 (a higher fee will be charged when the Owner deems vehicle to be uneconomical to repair); and

(viii) any towing, storage and impound fees reasonably incurred by the Owner as a result of the damage to, loss or theft of the Vehicle during the **Rental Period**.

(f) The following applies in addition to the above:

(i) The Renter is responsible for all charges, even if the Renter has asked someone else to be responsible for them. The Renter agrees that the Owner, having notified the Renter, will compute the final charges and deduct them from the **Security Deposit** as shown on the **Booking Form**.

(g) The Renter is liable to the Owner for the Owner's damages relating to third party claims arising out of or in connection with the rental of the Vehicle during the Rental Period if (i) the Renter is (or through the acts of the Additional Authorised Driver is) in breach of the terms of this Rental Agreement and (ii) to the extent that the Renter, or Additional Authorised Driver was at fault.

(h) If any personal belongings are found in the Vehicle after its return, the Owner shall notify the Renter and ask the Renter to collect them. Alternatively the Owner and the Renter may agree for the delivery of the Renter's Personal Belongings at the cost of the Renter. After 3 months, items will be disposed of.

(g) The extent of the Owner's liability under or in connection with the Rental Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this sub-clause 10 (g).

(i) Subject to clause 10 (g)(iv), the Owner shall not be liable for any consequential, indirect or special loss.

(ii) Subject to clause 10 (g)(iv), the Owner shall not be liable for loss of profit; loss of revenue; loss or corruption of data; loss or corruption of software or systems; loss or damage to equipment; loss of use; loss of savings, discount or rebate (whether actual or anticipated); loss of goodwill; and/or wasted expenditure (whether direct or indirect).

(iii) Except as expressly stated in this Agreement, and subject to clause 10 (g)(iv), all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

(iv) Notwithstanding any other provision of the Rental Agreement, the Owner's liability shall not be limited in any way in respect of death or personal injury caused by negligence; fraud or fraudulent misrepresentation; any other losses which cannot be excluded or limited by applicable law.

11. Data Protection Notice

(a) The Owner, as data controller, collects personal data about the Renter and any Authorised Driver in connection with the Rental Agreement or any related agreement or service and uses it as described below and in accordance with the Privacy Policy available at <u>https://www.lakedistrictcampers.co.uk</u>

In addition to the Owner's Privacy Policy, the Owner may:

(i) For the legal basis under GDPR (or equivalent legislation as implemented in local law):

a. On the basis of contractual necessity:

i. Process personal data (including where applicable Vehicle Data) to fulfil both the Owner's and the Renter's obligations under the Rental Agreement; and to manage: the rental, and the commercial relationship, with the Renter.

ii. To communicate important information regarding your rental. These communications are transactional in nature and will be sent to you via email, text or calls.

b. On the basis of the Owner's legitimate business interests, where such interests are not overridden by the Renter and any Authorised Driver's rights:

i. To assist us in providing better products and services: for example, to assess the quality of products and services received and to help us improve our website, facilities and services.

ii. Store information indicating that the Renter or Authorised Driver could be a risk for future rentals, such as recording information about traffic or criminal offences or abusive behaviour towards the Owner or his representatives. This may mean that future rental requests may not proceed.

iii. To locate our Vehicle when it is reported as lost or stolen.

c. Use and share your information with third parties to prevent fraud and protect our business interests and rights, privacy, safety and property, or that of individuals and the public. The Owner will do this to respond to law enforcement requests, collect unpaid bills, to avoid liability for penalties you incur (e.g. traffic offences) and for claims processing purposes;

i. For fraud prevention purposes, to verify identity and authenticate identity-related documentation as well as additional points of contact for rental related communications through personal references.

ii. Compile statistics and analysis about the Renter's and Authorised Driver's use of the Owner's products and services.

d. On the basis of the Renter's consent:

i. Send the Renter marketing information in situations where consent is required.

e. To establish, exercise or defend legal claims:

i. Provide details of any accidents in which the Renter or any Authorised Drivers are involved to relevant insurance databases.

(ii) For the legal basis under the ePrivacy Directive:

Link Vehicle Data with the Renter information with consent where required, to fulfil both the Owner's and the Renter's obligations under the Rental Agreement save for in instances where the Owner's Vehicle is reported as lost or stolen where no consent will be required.

To withdraw your consent at any time please contact the Owner.

(b) The Vehicle may be equipped with emergency notification functionalities ("eCall System"), which is provided by the manufacturer of the Vehicle ("OEM") to ensure appropriate assistance is provided in the case of an emergency.

The Vehicle may also be equipped with technology that collects and transmits data, including information collected from event data recorders, global positioning devices, or any other similar technology, which may be controlled by the "OEM" or the Owner ("Telematics Systems"). When installed and where permissible, the Telematics Systems will enable the Owner to collect and use information on the basis of the Owner's legitimate interest, performance of the Rental Agreement or where required with your consent, including but not limited to: (1) location information; (2) collision information; and (3) vehicle operation information. This information may be combined with information the Renter has provided the Owner and used to fulfil both the Owner's and the Renter's obligations under the Rental Agreement. The Owner's use of the information may also include storage of this information after the expiration of the Rental Agreement. If a Vehicle has been reported as potentially or actually lost or stolen, the Owner may access Vehicle location data or request access to it from the relevant OEM or system. The Renter not consenting to the collection of data from Telematics Systems from the Vehicle is reported lost or stolen. Please refer to our Privacy Policy (available at https://www.lakedistrictcampers.co.uk) for a complete description of our privacy practices, who the Owner shares information with (including the OEM which manufactures the Vehicle) and a list of OEM's the Owner currently uses.

The Owner uses these capabilities enabled by these telematics systems to (i) issue commands to the Vehicle, such as unlocking and locking the Vehicle, for the purpose of facilitating your trip, (ii) track location information and/or immobilize the Vehicle in the event of an overdue, lost, or stolen Vehicle and (iii) monitor location information should we be directly alerted by you with regards to issues with the Vehicle.

If the Renter or any occupant pairs a mobile device with the Vehicle's navigation or infotainment systems, personal information may be transferred to and stored on these systems. You should note, this personal information is shared by you directly with the OEM. OEMs' contact details and information about their data protection practices and terms can be found on their respective websites.

The Owner cannot guarantee the privacy or confidentiality of such information and it is the Renter's responsibility to delete all personal information from these systems before returning the Vehicle to avoid subsequent occupants or users of Vehicle accessing this information.

If the Renter downloads a mobile application made available by the OEM and the Renter registers the Vehicle in that application, the Renter's use of the application may result in the sharing of personal data, vehicle information, location information and driving characteristics with the vehicle manufacturer. The Renter's use of these applications is strictly governed by the OEM's terms and conditions and privacy policy and the Owner is not in any way responsible for, and the Renter releases the Owner from, any claim or cause of action which may arise from the Renter's use of these applications. Prior to returning the Vehicle, it is the Renter's responsibility to either remove the application or delete the Vehicle from the application.

(c) The Owner may disclose personal data to: (i) to law enforcement; (ii) to meet legal compliance requirements such as anti-money laundering laws; (iii) any necessary third party which assists the Owner to execute its obligations under or enforcement of the Rental Agreement; or (iv) as part of a sale or merger of the Owner's business assets or any related due diligence process.

(d) The Owner retains personal data for commercially reasonable periods of time or in accordance with specific laws or policies.

(e) In some circumstances the Renter has the right to: (i) access and port their personal data; (ii) ask for their personal data to be rectified (where it is inaccurate or incomplete), or to have it erased where the Owner no longer has a legitimate reasons to process it; (iii) ask for processing to be restricted; (iv) object to the Owner's processing of their personal data; and (v) lodge a complaint with the applicable supervisory authority.

(f) If the Renter has any queries in relation to this Notice, the Renter can contact the Owner by post at the **Owner's Premises** or by emailing <u>info@lakedistrictcampers.co.uk</u>

(g) Additional information about the Owner's processing of personal data may be provided as and when required and / or applicable.

12. Governing Law / Alternative Dispute Resolution

The Rental Agreement is governed by the laws of England.

13. Miscellaneous

(a) If at any time any part of the Rental Agreement is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same is deemed omitted from the Rental Agreement and the validity and/or enforceability of the remaining provisions of the Rental Agreement is not in any way affected or impaired as a result of that omission.

(b) The Owner shall send any written notices provided under this Rental Agreement to the address the Renter provided on the Booking Form. The Renter shall send any written notices provided under this Rental Agreement to the Owner's Premises.
