

## **TERMS AND CONDITIONS OF BOOKING AND HIRE**

This Agreement is made between New Wave Custom Conversions Ltd of:  
Unit 5D, Hepworth Business Park, Coed-Cae Lane, Pontyclun, South Wales, CF72 9DX  
And the person/persons signing the Booking Form.

New Wave Custom Conversions Ltd hires the vehicle (including any replacement vehicle) to you subject to this Hire Agreement which incorporates these terms and conditions and the information and conditions contained on the booking form that you completed and agreed online or completed and signed on paper. In entering into this Hire Agreement you accept these terms and conditions and confirm that you will strictly comply with them. The rights and obligations contained in these terms and conditions govern your use of our vehicle and are not transferable by you. You acknowledge that the vehicle is owned by us and that any attempted transfer or sub-letting of the vehicle by anyone other than us is prohibited and a criminal offence. We permit you to use the vehicle on the terms of this Hire Agreement only.

### **Except where otherwise stated the following words have the following meanings in this Agreement:**

- “The Vehicle” – This means the vehicle or trailer hired to you under this Agreement and as specified to you by us including all tyres, tools, accessories and equipment.
- “You” – The person or persons signing this agreement
- “The Agreement”, “The Hire Agreement” and “Terms and Conditions” – This agreement and any document expressly referred to in this agreement including an insurance document and motor hire agreement
- “Security Deposit” – The sum of £1200 as detailed below paid by cash, or BACCS payment
- “CDW” – Collision Damage Waiver.
- “Booking deposit” – a non-refundable sum of £99 paid at the time of booking.
- “We / Us” – New Wave Custom Conversions Ltd

### **Booking**

The vehicle hire booking form must be completed online or sent to us with a non-refundable booking deposit of £99 (payable through our website). On receipt of the booking form, the signed terms and conditions (or terms and conditions confirmed as agreed online), completed insurance form, your deposit and receipt of written confirmation from us this contract shall have effect. The balance of the hire charge (full charge less deposit) is due 42 days (3 weeks) before the start of the rental period. A security deposit is payable (in cash or BACCS Transfer) on collection of your vehicle.

### **Cancellation**

In the event of a cancellation the following applies: Cancellations between the time of confirmed reservation and 30 days before the rental period- the booking deposit is forfeited.

Cancellations between 30 and 7 days of start of the rental period - a fee of 50% of the balance of the payable hire charge will be incurred. Cancellations less than 7 days before the rental period commences - 100% of the total hire charges are forfeited. However, if we do manage to get another booking for the same vehicle, for the same rental period we will waive the cancellation fee but not the booking deposit.

Booking dates can be changed up to six weeks before the hire period commences. A new hire period can be selected on one occasion only. If you change your booking date, we will only honour booking deposits for a period of 2 years from receipt after which time the booking deposit is forfeited.

## **Security Deposit**

Standard security deposit on a UK license (staying within the UK) is £1,200. This increases to £1,500 if you're on a foreign license or leaving the UK. This is paid on collection Via Cash or BACCS Transfer.

Provided the motorhome is returned in the same state it was when it left, it is full of fuel, the toilet is empty and clean, none of the utensils are missing and it is generally clean and tidy you will receive your full deposit back. Unless a deduction needs to be made, we aim to get the deposits returned within 10 working days.

Should there be any damage or requirement for any repair, replacement or special cleaning; the costs will be deducted from the security deposit before the balance is returned to you. You irrevocably authorise us to deduct from the Security Deposit any amounts due to us arising out of this Agreement.

Where the security deposit is insufficient to cover the costs, you will pay any additional amounts due. These will be invoiced as appropriate

Note: Where you have opted for the Collision Damage Waiver option, no excess (or the reduced excess) will be charged in the event of a collision, but you should be aware that the security deposit will be used towards funding any loss or damage whatsoever to the vehicle or its equipment, fixtures and fittings.

## **Charges**

If, on arrival to collect your vehicle, your licence is unacceptable due to endorsements or defacement, you will be unable to hire the vehicle and no monies will be refunded to you. The charges stated on the rental invoice reflect your use of the vehicle during the rental period and include basic hire charges, insurance, charges for any optional or ancillary services chosen by you, and any applicable taxes at the prevailing rate. Additional charges may arise from your use of the vehicle during the rental period, and may include (but are not limited to) loss of or damage to the vehicle and its contents during the rental period and/or until the vehicle is examined, the insurance excess, refuelling service charge and fuel cost, any late return charge, any additional driver charge, any pet damage charge, extra cleaning charge and any road tolls or fines for charges arising from traffic or parking offences during the rental period. All charges are subject to final calculation within 14 days of the end of the rental period.

In some cases, we will incur additional charges if the drivers to be insured have traffic convictions, or are using a foreign driver's licence or works in what our insurers consider to be a high risk occupation or is aged younger than 25 or older than 70, or has criminal convictions, or any physical or mental conditions which may inhibit driving, or has had an accident in the previous 3 years. These charges will be passed to you and will be notified in advance.

## **Payment of Charges**

All charges and expenses payable by you under this Agreement are due on demand by us. If you do not pay all charges due, a late charge of 1.5% per calendar month on the outstanding balance and any collection costs incurred by New Wave Conversions Ltd, including reasonable legal fees will be added. When you comprise more than one person, each person is jointly and severally liable for all obligations of you pursuant to this Agreement.

## **Insurance**

The vehicles all have comprehensive insurance for the first and any other named drivers.

**Please note that there will be additional charges for additional drivers & drivers with convictions, claims, higher risk occupations, non UK usage & Foreign licence holders. For further details please contact us.**

Insurance is only for our vehicle. The interior equipment and other items as specified in the vehicle Handbook are not covered by the Insurance and any damage will incur costs in addition to the Excess.

Failing to provide information may invalidate your insurance and render you liable for all losses howsoever sustained including claims by third parties.

You must provide true and complete information for our insurers as requested on the booking form (paper form and online) at least 10 days before the hire period commences. If you make your hire booking less than 10 days before the hire is due to commence, all information required by the insurance company must be provided at the time of booking. This is to ensure that the insurance company can confirm they are willing to insure your chosen driver(s). Failure to provide this information within the time specified may result in us being unable to proceed with your booking.

Should you fail to provide the required information in time and your booking is cancelled as a consequence, our policy on cancellation fees as set out above applies.

You are advised to take out your own personal effects and travel insurance to cover items not part of the insurance, last minute cancellations etc.

We are not responsible for any damage in connection with any accident or breakdown caused by you, nor are we responsible for any loss from the vehicle. Our insurance policy protects us and any authorised driver against legal claims from any other person or for death or personal injury or damage to any other person's property caused by use of the vehicle on the road, on condition you report all such incidents to us during the rental period or on return of the vehicle (and you are using the vehicle within the terms and conditions and those of our insurance company). The terms and conditions of our insurance company are included. In the event that any third party suffers death, personal injury or damage to property caused by use of the vehicle which involves a breach by you or any authorised driver of any of the terms and conditions of this Agreement, and that of our insurance policy, or our Health and Safety Guidelines, you agree to reimburse us if we are obliged to compensate (a) the insurers for any payment they make to a third party on your behalf and/or (b) any third party.

The insurance on the vehicle is limited to 50% of cover for consequences resulting from fire due to cooking or heating. In this instance you will be liable for the outstanding 50%.

### **Excess and Collision Damage Waiver**

Our insurers may increase the excess payable by you if you are under 25 or over 70, hold a foreign licence, have driving offences on your licence or have criminal convictions. We will inform you before the hire period commences of any increases in the excess the insurance company intends to make. For your information, this excess is set between £750 - £1000 depending on age.

If an insurance claim is made, you are responsible for a £500 excess (or excess of a greater amount if you are notified before the rental period commences about such change to the excess due) which is due in each and every incident and includes loss or damage to equipment, fixtures and fittings or to third party property. The excess applies in respect of each claim.

CDW and the Insurance does not apply to windscreens, windows, wheels, tyres, the underside, the roof and the interior of the vehicle, towing charges, or where the vehicle is driven off road or on unsurfaced roads or without due care and

attention, negligently, recklessly or where the driver is under the influence of alcohol or other drugs. Your liability to pay the cost of the damage will therefore not be waived in these cases and you may be liable for the full cost. In respect of windscreen damage a separate policy excess charge of £500 may be levied and is not included within the CDW.

As an optional extra you can choose to reduce the excess of £500 to zero by paying an extra £12 per day of the hire period or to reduce the excess to £250 by paying an extra £6 per day of the hire period.

Drivers' Licence, Health and History Drivers must be over 21 years of age and under 70, in good health and hold a full driving licence. "Good Health" means that you have no mental or physical disabilities which would interfere with your ability to drive, for example stroke/deafness/heart condition/diabetes/loss of limb/loss of sight in an eye/epilepsy. In addition, you must not be taking drugs likely to affect your driving or drugs prescribed by a registered medical practitioner for treatment of drug addiction.

You will need to have held a UK driving licence for at least a year (two years if you are under 25) or a European Union Licence for at least two years. We will require the driving licence numbers and other identification information for all those who intend to drive, when you make your booking. We will need to see the driving licences for all named drivers, plus another form of identification such as passport and a recent utility bill (for each driver) on collection of the vehicle. We are also required to run a DVLA check on your license. This can be performed on collection by providing us with your National Insurance Number. Alternatively, you can choose to visit the DVLA website to generate a 'check code' if you would prefer not to disclose your National Insurance Number. A maximum of 3 drivers per rental is allowed by our insurers. You cannot drive away a vehicle without us having sight of your licences and ID documents.

The vehicle must only be driven by you or any other person who has first been authorised by us, for whom you have provided the insurance, driving licence and personal identification information. Failure to provide accurate information may invalidate the insurance and render you liable for all losses howsoever sustained including claims by third parties.

You warrant that all information supplied to us in connection with this agreement is true and complete.

In particular, on collection of the vehicle you warrant that information supplied with the original booking has not materially changed, including but not limited to the number of points on a driver's licence.

### **Our Obligations**

We will supply the vehicle to you in good overall and operating condition, complete with all necessary documents, parts and accessories. You agree to return the vehicle to us in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in this Rental Agreement or sooner upon demand by us. Failure to do so may result in further charges becoming due and payable by you.

### **Condition**

You and we will check the condition of the vehicle at the start of the rental term and on return of the vehicle. You acknowledge receipt of the vehicle which appears, upon visual inspection, to be in good, clean condition and sound working order on collection. It is your responsibility to check the vehicle for existing damage, upon collection of the vehicle and to inform us of such before you depart.

### **Collection and Return**

When you arrive to collect your van, please ensure you allow at least an hour for us to show you around the van, how to drive the van, and how to operate the cooker, sink, fridge, roof, water storage and other accessories and to brief you on our health and safety guidelines. We will also need to complete the paperwork in that time. You will also need time to load your luggage into the vehicle.

## **Return**

For weekly hires commencing on a Friday, collections are at 15.00 and returns must be by 11am on the following Friday. For weekly hires commencing on a Monday, collections are at 15.00 and returns must be by 11am on the following Monday. For Weekend Short breaks, collection is at 15.00 on the Friday and return is by 11am the following Monday. Midweek Short breaks, run from Monday, 15.00 until the following Friday, 11am. Please return the vehicle by the agreed time. Please allow sufficient time to get back to our workshop. No vehicle can be collected outside our normal business hours (i.e. after 6pm on a weekday) without prior arrangement. Out-of-hours collections (evenings and weekends) can be arranged, when staff are available, for an extra £35. This charge is in addition to the agreed hire tariff.

If you return the vehicle outside normal business hours, you must comply with the out of hours return instructions, in which case you will remain fully responsible for the vehicle until the return location re-opens for business. If you fail to comply with these instructions, you will remain responsible for the vehicle until we are able to access it.

If at any time we have agreed that you may return the vehicle to a place other than our workshop, or if we have agreed to collect it, you will remain fully responsible for the vehicle until it is collected by us or the AA. You are responsible for any costs incurred in returning the vehicle to our workshop should you abandon the vehicle.

We will not refund the hire charge if the vehicle is returned prior to the return date due to weather, personal circumstances or any other reason whatsoever.

## **Late Return**

If a vehicle is returned to our workshop later than the agreed time, without our prior agreement, £35 per hour will be payable. You will also be affecting the holiday of the next person to hire your vehicle. Should the late return of the vehicle make us liable for extra costs, we reserve the right to pass on these costs to you. Charges and costs for late return will be deducted from your security deposit. By signing this Agreement you agree to us making such deductions. Should the late return be due to accident you will be liable for any revenue lost due to the vehicle being unavailable for hire. No refund is given for early return of the vehicle.

## **Cleaning**

You agree that we are entitled to charge you an additional cost, if the vehicle requires more than our standard cleaning on its return, to restore it to its pre-rental condition, allowing for fair wear and tear.

## **Occupying the vehicle**

You must inform us on the booking form or subsequently in writing 7 days before the start of the rental period of the names and ages of all the people who will occupy the vehicle during your stay. Failure to do so will be a breach of these Terms and Conditions and may invalidate insurance.

**Engine Care** If there is damage or breakdown caused by your own actions, you will be liable for the cost of repair/replacement. This could be such things as pushing the engine too hard, or putting diesel in a petrol engine or vice versa, or burning out the clutch. This list is not exhaustive. You must take all reasonable and practicable steps to properly and safely maintain the vehicle including regular checks on; batteries, engine oil and other gauges, bulbs and tyre pressures and condition when driven more than 500 km, refilling or replacing as necessary. If you cause damage to the engine through driving inappropriately or ignoring any warning lights, you will be liable for any repairs required or even the cost of a replacement engine.

## **Tyres**

You agree that the tyres on the vehicle are visibly sound and appear within legal limits. Any damage or repair to tyres is the responsibility of you, unless it can be shown that damage is due to invisible defects in the manufacture of the tyre which are covered by a manufacturer's warranty, in which case we may reimburse you. For any reimbursement you must: a) Return the defective tyre to us for inspection and return; b) Produce appropriate receipts; and c) Accept the decision of the manufacturer as to whether reimbursement is made.

## **Health and Safety**

You must follow the health and safety guidelines when operating the vehicle and its appliances and using any equipment in the vehicle or tent. The instructions for using the vehicle and its accessories and facilities including the health and safety guidelines are provided to you upon receipt of the vehicle verbally and are to be found in the vehicle handbook in your vehicle.

## **Seat Belts, Booster and Baby Seats**

You must carry only as many passengers as there are seat belts in the vehicle. You are legally responsible for obtaining and using a child or baby seat. For each child under 135 cm (4'5" inches approx.) or under 12 years of age you must use a booster seat or baby seat as appropriate. For further info, visit [www.gov.uk/child-car-seats-the-rules](http://www.gov.uk/child-car-seats-the-rules). Where supplied by us the fitting of any such equipment is the sole responsibility of you and we can accept no liability whatsoever for defective child or baby seats not supplied by us or the incorrect fitting by you.

## Dos and Don'ts

- You agree that you **shall not**:
- carry more passengers than the seat belt capacity of the van,
- use the vehicle to carry passengers or goods for hire or reward,
- tow or push any vehicle, trailer or other object,
- drive off road, on unsurfaced roads or on roads unsuitable for the vehicle,
- drive when it is overloaded or when loads are not properly secured,
- use the vehicle for any illegal purpose, or carry any object or any substance which is illegal or, because of its condition or smell may harm the vehicle and/or delay our ability to rent the vehicle again,
- damage vehicle by submersion in water or contact with salt water,
- take part in any race, rally, test or other contest, drive or park in contravention of any traffic or other regulations,
- drive or allow to the vehicle to be driven in restricted areas including, but not limited to, airport runways, airport service roads, and associated areas,
- undertake driving training activity or put the vehicle through a rotary car wash.

## European Travel

If you intend to take one of our vehicles to Europe you must notify us in advance, you will also be required to purchase our European travel package for each day or part day you will be abroad. There is a daily charge of £15 for this package. This package includes European Roadside assistance cover and all items commonly required to drive on the continent such as warning triangle, headlight deflectors and reflective jacket. It is however your responsibility to ensure you keep this equipment with you whilst in Europe and that you and the vehicle meet the legal requirements of any country you travel through. This includes all tolls, taxes, fines other charges which may be levied. Most countries which are members of the European Union are covered by our vehicle insurance policy but not all. Please check with us prior to booking your holiday as you will not be insured if you travel within a county not covered and you will be in breach of these terms and conditions. We recommend that you take out personal holiday and travel insurance in case of any medical or unforeseen event that might impact on your holiday. Should you abandon the vehicle in Europe you will be liable for the cost of repatriation and any associated costs. We also recommend you visit the AA website for country specific information on driving abroad [www.theaa.com/motoring\\_advice/overseas/countrybycountry.html](http://www.theaa.com/motoring_advice/overseas/countrybycountry.html)

## Fuel

On collection, we will agree the fuel level with you. You need to return the vehicle refilled to that same level at the end of the hire. An administration charge of £25, plus the cost of the missing fuel will be deducted from your security deposit if the vehicle is returned with missing fuel. It is your responsibility to keep the fuel tank topped **with the correct fuel type** up during your hire.

## Smoking

It is illegal to smoke inside our vehicles. You will be liable for any damage caused to the van, the tent or their contents through smoking.

### **Drinking Water**

We cannot be held responsible for the cleanliness of drinking water obtained from various campsites **The water stored in the vehicle is not drinking water.** We do advise that you drink bottled water.

### **Pets**

Please contact use regarding pets being in the motorhome.

### **Keys**

In the event that keys are lost or damaged you will be liable for the reasonable costs of obtaining replacement keys, and any costs associated with providing the keys to you during the hire period. You must lock the vehicle at all times when not in use.

### **Your own Vehicle**

During the period of the hire you may park your car at our premises but do so at your own risk. We cannot accept responsibility for the loss of, or damage to your car or its contents unless caused by us.

### **Prohibited use of the vehicle**

You are authorised to drive the vehicle on the conditions of this Agreement including, at all times, to use the vehicle in a responsible manner. If you do not comply with these conditions, you will be liable to us for any liability or loss incurred by us or any damages or reasonable expenses we suffer or incur as a result of your breach of the Agreement. You may additionally lose the benefit of any waivers or insurance selected by you. We reserve the right to take back the vehicle at any time, and at your expense, if you are in breach of this Agreement. You must look after the vehicle, make sure it is locked, secure and parked in a safe place when not in use. You must remove and keep in a safe place any removable radio and/or radio/CD face plate when the vehicle is unoccupied. You must use seat belts, child seats and other child restraints as appropriate and required by law.

### **Loss or Damage**

You will be liable to us for all losses and costs incurred by us in the event of loss, damage to or theft of the vehicle, its parts or accessories, while on rental, if this damage, loss or theft involves the deception of or by you or another party, or as a result of the keys remaining in the vehicle whilst it is unoccupied, or was caused intentionally or negligently by you or your party. Your liability may include the cost of repairs, loss in value of the vehicle, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the vehicle unless responsibility for the damage lies with us or has been determined by a third party or their insurers to lie with the third party. You will not be liable to us for any charge or excess if the loss or damage is directly due to our negligence or our breach of this Rental Agreement. You will be liable for the loss or damage to any in- car entertainment equipment – cover for these items (i.e. the CD player) is not provided by our insurers.



## **Breakdown**

If you have any difficulties report these immediately to us. In the event of breakdown, recovery or repair services will be provided. All our vans have AA relay. If you incur any minor repair bills (reasonably incurred rectifying mechanical failure to the drive train and engine of the vehicle) we will reimburse you up to £50. This will not include repairs to the water system, refrigerator, heater and audio equipment. Just produce your valid VAT receipt on the completion of your hire (provided the hirer was not directly responsible for any damage). Repairs costing in excess of £50 must be authorised by us PRIOR to the work being undertaken.

A replacement vehicle may be offered but this will be subject to availability. Where a replacement is not available we will be responsible for your reasonable and foreseeable costs/expenses arising from the accident or breakdown unless caused by your negligence. Our liability extends to either replacing your vehicle with a similar one or refunding your hire charge for any days you lose the total use of the vehicle. You will need to return to the workshop, preferably with the AA Relay service returning your original vehicle, to collect a replacement vehicle, if one is available. If you have caused the breakdown through your own actions you will be liable for all costs incurred and we will not refund you any unused days of hire. If you have broken down you must remain at a safe distance from the vehicle until the AA Recovery Vehicle arrives. You may not abandon the vehicle at the roadside. You must hand over the keys to the authorised AA Recovery Vehicle Driver. If you abandon the vehicle, we will deduct any transport and labour costs incurred in returning the vehicle to our workshop and any costs arising from loss or damage to the vehicle whilst it is unattended from your Security Deposit.

## **Accidents, theft and vandalism**

You must, where possible, report any traffic accident involving the vehicle to the police (and us) immediately and report loss, damage or theft involving the vehicle to the police (and us) within 24 hours of the incident or discovery of the incident. Our insurance requires that you must not admit to any liability, release any party from liability, settle any claim or accept any disclaimer in the event of the accident, but should, if possible, take the names and addresses of everyone involved, including witnesses, car registration numbers, together with all the details of the accident, time, place, how it came about, damage to vehicles etc. If you have a camera, take photos of the scene. Please do not move the vehicles before the police arrive, as long as keeping them in situ is a safe thing to do.

An accident or theft report form must always be completed and submitted to us when you return the vehicle or within 3 days of return of the vehicle, containing all the above information, plus diagrams if possible. In the event of theft, you must return the keys to us where possible. You agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings, providing evidence and attending court if necessary, arising out of any loss of or damage to the vehicle.

## **Return of items left in the vehicle**

We will be happy to return your belongings left in the vehicle at an administration charge of £10 plus postage for each item. This will be deducted from your security deposit or invoiced as necessary.

## **Your Liabilities**

You are personally liable for all road tolls, fines and legal penalties (e.g., parking tickets, speeding) which are incurred during your period of hire. Any charges subsequently notified to us, will be immediately communicated to you for payment within their terms. By signing (or confirming online) this Agreement, you accept this. You are liable for any losses or damage caused by you and/or your group and we cannot accept liability for any losses or damage or liability caused by you to yourselves or third parties, or their property.

You are liable for any damage above cab height – you are fully responsible for damage caused by failure to assess the height of the vehicle and striking overhead or overhanging objects. You will indemnify us against any liability, caused by damage to overhead or overhanging objects and subsequent damage to third parties and their property. You will also be responsible for any damage to third parties and their property that arises through your negligence; for example and without limitation: damage caused through loaded luggage and cycles.

You must use the vehicle and its contents responsibly and comply with our instructions and Health and Safety Guidelines. Where no instructions or advice or guidelines are given you must assume that 'normal' and 'common sense' rules apply.

## **Breaches of these Terms and Conditions**

If you commit a breach of these Terms and Conditions or our Health and Safety Guidelines, we will have the right to terminate your booking without notification, and if you are already in the van, we may require you to return or vacate it immediately. In the event of you committing a breach of these Terms and Conditions no refund of the fees you have paid will be returnable to you. You will also be liable for any costs incurred in returning the vehicle to our workshop. Breaches in our Terms & Conditions or Health and Safety Guidelines may invalidate your insurance and you will be liable for all losses howsoever sustained including claims by third parties.

## **Our Liability to You**

We only be liable for any loss or damage suffered by you or any member of your party or to your or their property, where such loss or damage is due to our negligence. Where you are a customer acting in the course of a business, this paragraph shall apply instead of the one above. (You will have obtained our permission and that of our insurance company to use the vehicle for business purposes.) We do not accept liability to customers acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, or other similar losses, for any reason whatsoever. To the extent permitted by law and except in the case of personal injury or death resulting from our negligence, the maximum limit of our liability to business customers, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be the price agreed to be paid by you for the right to use the vehicle for the period agreed.

## **Whole Agreement**

These Terms and Conditions override and supersede all previous versions and any previous course of dealing between the parties and incorporate the whole Agreement together with any insurance conditions notified to you at the time of hire or collection (and which are available to view at our workshop). In the event of any inconsistency between these Terms and Conditions and any other of our literature, whether found in our brochure or on our website or otherwise, the provisions of these Terms and Conditions will prevail. If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

## **Personal Data**

When you book your vehicle, we collect personal information such as your name, email address, home address, telephone number, credit or debit card number, security code and the card's expiry date. This allows us to book the vehicle and insurance for you. We will also collect non-transactional data should you enter a competition, request a brochure or take part in a survey, for example. We may use the information that we collect to occasionally notify you about news and information we think you may find valuable. For example, we may send you our latest brochure, supplements, newsletters and special offers. If at any stage you decide that you would rather not receive such information, please contact us by telephone, email or post. We reveal your identity information to our insurance company. We will not sell your information to another company.

## **Governing law and jurisdiction**

We and you agree that the Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales. We and you irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter

## **Health and Safety Guidelines**

Below is an outline of our Health and Safety Guidelines. You will be given more detail about health and safety when you collect the vehicle. Our vehicle handbooks, which reside in each vehicle, also provide details of health and safety guidelines for driving the vans, and using the vehicle facilities, etc. We suggest you read these handbooks once you have collected your vehicle as, in addition to the health and safety considerations, they provide useful information about your vehicle and its facilities.

## **Workshop**

When you arrive at our premises to collect your van, please keep your children supervised at all times. We do not allow unsupervised children into the vehicle workshop. We try to ensure your vehicle can be parked outside, next to your car where possible when you arrive, to facilitate meeting your vehicle and loading your luggage.

## **General Safety**

Please take all precautions to protect your own health and safety and that of anyone else in the vehicle or tent, including the health and safety of persons not in your party that may be affected by your conduct and actions. Do not leave your children unattended in the vehicle or tent at any time. Ensure a responsible adult is in the vehicle at all times when the appliances are being used. Ensure you are aware of the location of safety equipment such as the fire blanket (under rock and roll bed), warning triangle (under or behind the passenger's seat), first aid kit (under rock and roll bed), smoke and carbon monoxide alarms on the ceiling and fire extinguisher (on its stand).

## **Fire, accidents, breakdown, etc**

You will be given verbal instructions when you collect the vehicle. It is imperative that you and your party are familiar with these instructions.

## **Health and Safety at Campsite**

When you arrive at each Campsite, ensure you familiarise yourself, and all members of your party, with the health and safety arrangements applicable on the site. It is imperative you are aware of the following:

Fire – to include assembly point, systems for raising the alarm etc.

First Aid – location of the first aid box, details of the first aider etc.

## **Seat Belts**

You must carry only as many passengers as there are seat belts in the vehicle and ensure all passengers are strapped into the seatbelts when the vehicle is moving. Passengers travelling in the buddy seats do so at their own risk. You are legally responsible for obtaining and using a child or baby seat.

## **Use of Appliances and Equipment**

Ensure you read the instructions for the use of the appliances and facilities in the vehicle before using any of them. You will have been told how to use these when you collected the vehicle. The instructions are to be found in this handbook. Please exercise caution at all times when using the appliances and facilities.

Ensure the gas is turned off at the gas cylinder at all times when the cooker, grill (where available), fridge (or cool box) and heater (where available) are not in use. Please ensure all the appliances are switched off and the gas is turned off at the cylinder before retiring at night and before driving. To turn the gas off at the cylinder, turn the black knob on the regulator clockwise. Turning this black knob anti clockwise turns the gas on. Only use the appliances and facilities whilst the vehicle is parked on level ground, with the handbrake on. You may operate the fridge whilst the vehicle is moving as long it is only using the battery as its power source and not the camping gas or the mains hook up. Never ever have the fridge, or the cooker operating with gas when you are driving. Before starting to drive the van, always ensure the electrical supply is disconnected.

**Use of a disposable BBQ :** Do not use any disposable BBQ in the vehicle and keep it at a distance of 3 metres from the vehicle when used. Please seek permission before using a disposable BBQ on someone's land, be it a campsite or a farm.

**Water:** Please note that the water in your vehicle is not drinking water.

**Towing:** Although your vehicle may have a tow bar, towing with the vehicle is prohibited.

**Please do not drive or operate anything in the vehicle when you are under the influence of drink or drugs or any medication that may cause drowsiness.**

## **Finally**

We ask that you exercise caution at all times in the use of the vehicle and its equipment, following instructions (given verbally on collection and provided in your vehicle handbook) where appropriate. Please do not hesitate to contact us (01443 858501/ 07790 580071) if you are unsure about how to operate anything. New Wave Conversions Ltd cannot be held responsible for any customer negligence where instructions have not been followed, or where unauthorised equipment has been used