

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
- • “Booking deposit” – a non-refundable sum of £99 paid at the time of booking.
- • “We / Us” – New Wave Custom Conversions Ltd

1. 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 of £1'200 is payable (in cash or BACCS Transfer) 24hrs prior to collection of the vehicle.

2. 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(There will be a £25.00 charge taken from your security deposit if the toilet is not emptied), 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 48 hours

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.

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 NWCC Property's 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

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.

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 14.00 and returns must be by 11am on the following Friday. For weekly hires commencing on a Monday, collections are at 14.00 and returns must be by 11am on the following Monday. For Weekend Short breaks, collection is at 14.00 on the Friday and return is by 11am the following Monday. Midweek Short breaks, run from Monday, 14.00 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. 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.

