

# Spaceships Rentals Terms & Conditions

## 1. Interpretation

- a. Fees mean 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
- b. VAT means Value Added Tax which is applicable to goods and services
- c. Rental Document means the form signed by you and setting out the period and specific terms of rental to which this Agreement applies and as set out on the reverse of your Rental Agreement (and which includes any equivalent computerised data and any other documents signed).
- d. 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 (For extensions the terms will be extended to the amended return date)
- e. Vehicle means the vehicle described in the Rental Document (or any substitute vehicle) and includes but is not limited to its underbody, parts, components, accessories and contents supplied by us (except where specifically excluded).
- f. Deposit refers to 20% of the total hire fee required to book a Spaceship.
- g. We, our and us means Spaceships UK Ltd.
- h. 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.
- i. References to pounds and £ are references to British currency;
- j. References to motorhome specifically refer to our Luxury Motorhome and Family motorhome models.
- k. Relocations refer to any one way hire where a relocation security deposit has been applied

## 2. Agreement

- a. We agree that you may hire the Vehicle subject to the terms of this Agreement.
- b. You agree to comply with the terms of this Agreement and to pay the Fees to us.
- c. 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. If signing this agreement either electronically or physically on paper, you agree to our terms stated on the agreement.
- d. 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.

- e. You agree that all such unauthorised warranties and representations are expressly excluded.

### **3. Driver**

- a. You agree and acknowledge that:
  - i. Only you will drive the Vehicle;
  - ii. You have not been convicted of, or have charges pending, for an offence relating to driving a vehicle:
    - 1. Under the influence of alcohol or drugs; or
    - 2. 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;
  - iii. You are 21 years of age or) and hold a valid current unrestricted or probationary motor vehicle drivers license (learners permits are not acceptable);
  - iv. You have not been refused or had any motor vehicle insurance cancelled for any reason within the three years prior to the Rental Period;
  - v. You have held a full and valid drivers licence or probationary licence for 1 year or more (2 years for drivers aged 21-24).
  - vi. You have an accident free record if aged 21-22.
  - vii. You have a licence approved by all worldwide countries accepted by the UK government.

### **4. Where You Can and Cannot Drive the Vehicle**

- a. You must only use the Vehicle on sealed roads.
- b. You must not travel outwith the following countries with your spaceship: The UK and all Member countries of the EU (European Union – Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom) plus Andorra, Iceland, Norway, Serbia and Switzerland. You are also responsible for understanding and adhering to the laws of each country you travel to.
- c. You must not drive or take the Vehicle:
  - i. On any road which is closed or restricted; or
  - ii. On beaches or through streams, dams, rivers or flood waters; or
  - iii. To any other area which we have, in our discretion, advised you not to enter.
- d. If you get stuck off road (including sides of road) you will be liable for the recovery charges irrespective of the insurance option chosen.

- e. In the event of taking one of our vehicles to an unapproved country, the following will apply:
  - i. You will not be covered under any Spaceships insurance policy.
  - ii. Spot fine of up to £1000 may be applied at Spaceships discretion per unauthorised country that you visit.
  - iii. Any cost including and not limited to theft and damage incurred to spaceships caused by your visit to an unauthorised country will be charged to you alongside an administration fee.
  - iv. Spaceships reserve the right to terminate your hire immediately or request you to take the shortest and safest route back into a pre-approved country as authorised by Spaceships.
- f. It is your responsibility to check winter tyres regulations where you are travelling to. For the avoidance of doubt Spaceships Rentals do not supply vehicles with Winter Tyres as standard.

## **5. Use of the Vehicle**

- a. You must not:
  - i. Allow the Vehicle to be used for any illegal or dangerous purpose, race, contest or performance test of any kind if you do you may be charged up to an unlimited amount including fees to collect the vehicle;
  - ii. Allow the Vehicle to be used to tow or push anything unless authorised in writing by us and unless correctly secured;
  - iii. 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;
  - iv. Permit passengers to travel in the Vehicle unless they are seated in forward-facing seats (except for the Motorhome) and are properly restrained with the seat belts provided in the Vehicle;
  - v. 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;
  - vi. Allow the Vehicle to be used to carry passengers for payment of any kind or sublet or hire the Vehicle to any other person;
  - vii. Use cookers inside the cabin of the Vehicle (excluding the motorhome) or in a dangerous manner;
  - viii. Transport any animal in the Vehicle other than a Guide Dog;
  - ix. Use the Vehicle when it is damaged or unsafe;
  - x. Use the Vehicle to transport goods other than those which would be reasonably contemplated in connection with the permitted purpose of the Vehicle

- xi. 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;
  - xii. Use the Vehicle in contravention of any law;
  - xiii. Transport any children in a manner which is not following the law set out in the country/countries visited.
- b. You acknowledge that cover may be denied under Minimum Insurance (CDW), “Half Cover” and “All Inclusive” insurance if you do not adhere to our terms and conditions

## **6. Deposit & Cancellation**

- a. You must pay us a non-refundable deposit of 20% when you request and book a reservation.
- b. Failure to collect a Vehicle on the confirmed booking date will result in the loss of that hire day unless pre-approval from Spaceships has been sought no later than 48 hours prior to the commencement of the booking. We reserve the right to release the Vehicle 24 hours after your scheduled pick up if you have not advised us of any change to your pick up date, a 100% cancellation fee will apply.
- c. 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 hired at the agreed rate. This must be in writing.
- d. Our cancellation fees are as follows:
  - i. If cancelled 31+ days prior then forfeit 20% of gross rental
  - ii. If cancelled 21-30 days prior then forfeit 50% of gross rental
  - iii. If cancelled 8-20 days prior then forfeit 75% of gross rental
  - iv. If cancelled 0- 7 days prior then forfeit 100% of gross rental
- e. If a booking is cancelled your booking agent may charge additional fees to the charges set out in clause
- f. You are strongly encouraged to purchase travel insurance as there are no exemptions to the terms in clause 6.d.
- g. If you have booked a relocation with Spaceships and you fail to complete the relocation i.e. Don't pick up and/or drop off in the specified locations, then you will be charged the security deposit as well as your hire; our normal cancellation policy doesn't apply to relocations.
- h. Spaceships have the right to cancel a booking within 24hrs of the booking being made. If cancelled, then an alternative will be given but if you would not like to take up the alternative then we will refund you your hire.

- i. Cancellations made by Spaceships entail a 100% reimbursement of the total hire. Spaceships are not liable for any further costs incurred.

## **7. Payments**

- a. You agree to pay the remaining balance for your hire at least 7 days before collection at [payment.spaceshipsrentals.co.uk](http://payment.spaceshipsrentals.co.uk).
- b. You must Immediately pay or reimburse us for:
  - i. Any damage or loss to the Vehicle or to us which is not covered by insurance
  - ii. And anything mentioned in section 15. Hirer's Responsibility - Charges and 16. Hirer's Responsibility - Motorhome Specific Charges
- c. Spaceships will take any payment due from the card associated with your booking.
- d. If your card is declined, Spaceships will give you 5 days to complete the payment with no additional charges. After this Spaceships will retry the transaction daily and add a £30 administration fee per failed transaction.
- e. If you have not paid the balance due to Spaceships within 30 days of this being due Spaceships will initiate legal action to recuperate this amount. Any legal fees will also be added to the amount due.

## **8. Bond**

- a. Credit Card details must be provided to us by you at the commencement of the Rental Period for the purposes of freezing the Bond
- b. You authorize us to hold a bond in the amount of £1,500 (£2,000 for motorhomes) on your credit card at the commencement of the Rental Period
- c. You authorise us to use the Bond to cover insurance excess costs (and any incidental costs) as a result of any accident or damage during the Rental Period. The bond amount will be deducted in full from your credit card if you are involved in an accident whilst using the Vehicle.
- d. The bond will be released when the Vehicle is returned provided no damage has occurred. The bond is applicable regardless of who is at fault and must be paid at the time the accident takes place, not at the completion of the rental. You acknowledge that you must pay for anything not covered by insurance or the Bond.
- e. If you are unable to pay the bond on pick up of the vehicle you will be required to purchase the all-inclusive insurance or cancel your trip with 100% cancellation fee.

## 9. Insurance Options

- a. All Spaceships rentals come with minimum insurance included for no extra cost in the daily rate. As the hirer, you are responsible for the Bond of £1500 (£2000 if a Motorhome) if you chose to stick with the minimum insurance. This is held for the duration of your trip.
- b. With our minimum insurance, this is comprehensive, however there is the full excess to pay if you were to have an accident (£1500 for a campervan or £2000 with a motorhome) whether you were at fault or this was the third parties' fault.
- c. Spaceships will take the excess as soon as the accident happens.
- d. For additional non-refundable fees, you may purchase from us an "All inclusive" insurance. This will reduce the Bond payable by you on a per incident basis unless the loss or damage is not fully covered by insurance.
  - i. If an accident occurs before the expiry of the Rental Period you must repay the daily insurance fees for the remaining days of your hire if you still wish to obtain the benefit of "All inclusive" or "Half Cover" insurance for the remainder of the Rental Period. For avoidance of doubt "All Inclusive" or "Half Cover" covers the first accident only and if you want to continue your trip with this cover you must re-buy this cover for the remaining days.
- e. The "All inclusive" fees and the amount of reduction to the Bond are set out as follows:

## 10. UK & Ireland travel only insurance options:

	Cost per Day	Bond/Excess	Maximum Collectable (most you will pay for the insurance)
<b>Minimum Insurance</b>	Included	£1500	N/A
<b>Minimum Insurance - Motorhome</b>	Included	£2000	N/A
<b>Half Cover</b>	£10	£750	£300
<b>Half Cover - Motorhome</b>	£15	£1000	£400
<b>All-Inclusive</b>	£20	No Bond/Excess	£600
<b>All-Inclusive - Motorhome</b>	£30	No Bond/Excess	£800

## 11. All EU countries plus select others (see 4.):

	Cost per Day	Bond/Excess	Maximum Collectable (most you will pay for the insurance)
<b>Minimum Insurance</b>	Included	£1500	N/A
<b>Minimum Insurance - Motorhome</b>	Included	£2000	N/A
<b>Half Cover</b>	£10	£750	£300
<b>Half Cover - Motorhome</b>	£15	£1000	£400
<b>All-Inclusive EU</b>	£25	No Bond/Excess	£800
<b>All-Inclusive - Motorhome EU</b>	£35	No Bond/Excess	£900

## 12. Coverage provided by each insurance option:

a. The cover provided by each insurance option is set out below:

Coverage	Minimum Insurance	Half Cover	All-Inclusive
<b>Windscreen Cover</b>	NO	NO	Yes
<b>Window/Glass Damage</b>	NO	NO	Yes
<b>Tyres (including Punctures)</b>	NO	NO	Yes
<b>Roof</b>	NO	NO	Yes (up to 1.8m on Motorhomes)
<b>Underbody</b>	NO	NO	Yes

### **13. Additional Motorhome Insurance terms**

- a. Please note that our Motorhomes have some additional insurance terms which can be found below:
  - i. The Motorhome All Inclusive & half cover Insurance has the following exceptions which:
    1. Any damage to the underside caused by driving off-road
    2. Any damage to the vehicle which occurs over 1.8 metres from the ground
    3. The full cost of any damage to the motorhome caused by reversing manoeuvres irrespective of the insurance option chosen. To be clear this includes all movement going backwards whether intentional or not.
    4. Damage to the water system caused by putting fuel in the water tank
    5. Any damage inside the motorhome

### **14. Hirer's Responsibility - Charges**

- a. The hirer accepts the following charges will be applied to the hirer's credit/debit card:
  - i. Accepts responsibility for all speeding/parking/toll infringements, and £30 processing fee for each speeding/parking/toll infringement transferred into the hirer's name plus the cost of the fine where applicable;
  - ii. A minimum fee of £200 (£300 for the motorhome) for any evidence of smoking odours in the vehicle plus the cost of days the vehicle is off the road;
  - iii. A minimum fee of £100 (£200 for the motorhome) for returning the vehicle excessively dirty, with a stained interior and/or with rubbish left inside the vehicle;
  - iv. The repair of any damages to your vehicle or any third party vehicle as per the terms of your rental agreement;
  - v. If any damage happens to the vehicle during a hire period when the hirer does not have a zero excess policy Spaceships will charge the excess and apply a £30 admin fee.
  - vi. Maintaining water, oil and AdBlue levels is your responsibility. Any cost incurred will be reimbursed apart from AdBlue. Should any malfunction of the vehicle occur, any sign of overheating, you must stop the vehicle immediately or you will be held liable for the full cost of the repair.



- vii. The full cost of replacing lost or damaged keys irrespective of the insurance option chosen
- viii. The full cost of repairing damage to the underside of the car caused by driving off-road irrespective of the insurance option chosen.
- ix. The full cost of any breakdown support if needed to be pulled out from being stuck if not a sealed road.
- x. The cost of replacing any items/equipment/fittings provided with your Spaceship which have been damaged or lost. You have 24hrs to notify us if any items are missing/broken.
- xi. Late returns will be charged as per the rate in point 11.

## **15. Additional Hirer's Responsibility - Motorhome Specific**

- a. The hirer accepts the following charges will be applied to the hirer's debit/credit card:
  - i. The full cost of repairing any damage to the water system caused by putting fuel in the water tank. This may be up to £10,000.
  - ii. £20 for the LPG tank which has not been filled up irrespective of the amount of gas in the tank. Spaceships does not refund LPG.
  - iii. The full cost of any damage to the motorhome which occurs above 1.8 metres from the ground irrespective of the insurance option chosen.
  - iv. The full cost of any damage to the motorhome caused by reversing manoeuvres irrespective of the insurance option chosen. To be clear this includes all movement going backwards whether intentional or not.
  - v. a fee of £200 if the toilet cassette or grey wastewater has not been emptied

## **16. Maintenance, Accidents, Repairs, Security and Safety**

- a. You must:
  - i. Maintain the engine, brake oils, coolant levels and AdBlue (if applicable) if the Vehicle's warning lights indicate that this is required. Please note: We fill AdBlue before every hire and cover the first tank of AdBlue. Any cost incurred apart from AdBlue will be reimbursed upon production of a receipt.
  - ii. Ensure that the tyres are maintained at the manufacturer's recommended pressure;
  - iii. Keep the vehicle locked and the keys under your personal control at all times and produce such keys if the vehicle has been stolen
  - iv. Report to us any damage to the Vehicle or damage to any property caused by the Vehicle within 24 hours whether that be by email or telephone. If you do not, you acknowledge that your failure to do so will

- invalidate any excess reduction taken under this Agreement, therefore, making you liable for full repair costs; generally, do all things necessary to keep and maintain the Vehicle in its current state and condition; and
- v. 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 and email 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.
  - vi. You agree that your vehicle may be fitted with a tracker for safety and security purposes. Data relating to the vehicle's speed, location and braking/acceleration will be collected. Spaceships reserves the right to use this data to support any insurance or negligence claims. Your vehicle's location may be used to notify you with useful information about the area you are travelling in.

## **17. Indemnity & Release**

- a. Except to the extent we or others are liable at law, you agree that you are liable and must indemnify us immediately:
  - i. The loss of, and all damage to, the Vehicle;
  - ii. The cost of towing, recovering and storing the Vehicle;
  - iii. For all damage to the property of any person:
    - 1. Which is caused or contributed by you;
    - 2. Which arises from the use of the Vehicle by you;
  - iv. Appraisal or assessment fees;
  - v. 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)
- b. 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:
  - i. That you release and discharge us and our agents and employees from all claims and demands on us; and
  - ii. 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

- iii. Any loss or damage as a result of items being left in the vehicle after its return to us or stolen from the vehicle.
- iv. Any person claiming the return of personal property left in the Vehicle is required to furnish us with satisfactory proof of ownership.
- v. 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.

## **18. Return of the Vehicle**

- a. You must return the Vehicle to us:
  - i. To the your drop off location at the time and date shown on the Rental Agreement;
    - 1. With the fuel level equal to that when the vehicle was collected;
    - 2. In the same condition, as it was at the commencement of the Rental Period, fair wear and tear excepted.
- b. Change of Return Location (where applicable) is subject to availability and must be authorised by Spaceships UK with suitable notice. An additional charge of a minimum of £50 and up to £1000 applies to any authorised change of return location within the UK
- c. If you return the Vehicle to a location other than that shown on the Rental Document, a fee of at least
  - i. £1 per Kilometre plus a fixed rate of £200 will apply.
- d. Spaceships UK does 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 Spaceships UK.
- e. If you do not return the vehicle by the date shown on the Rental Document, you must pay for any additional days hired plus a penalty of £150 for each day the vehicle is overdue. Please note you are liable for any costs up to and including the day that spaceships retrieve the vehicle.
- f. If you do not return the vehicle by the time shown on the Rental Agreement you must pay a penalty fee of 1 days to hire and £20 per hour the vehicle is late. If another booking is affected by the late return of your vehicle you may be charged a penalty fee of no less than £100. If by the end of the day the vehicle has not been returned, then the fees associated with 11.e will apply.
- g. 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:
  - i. You have breached a term or condition of this Agreement;

- ii. Damage to the Vehicle, or injury to persons or property is likely to occur;  
or
  - iii. The Vehicle may be or has been used for an unlawful purpose.
- h. Rental extensions are possible subject to availability. The suitable notice must be given to Spaceships UK for any authorisation to any rental. There is no guarantee of any extension regardless of the notice provided.
- i. If you have selected an out of hours drop off this is entirely subject to availability and must be agreed on the time of pick up or arranged by email and confirmed by a booking confirmation and updated on your rental agreement. Just adding after- hours does not mean you will automatically be able to do an after hours drop off. Our late fees will apply if you have not arranged a specific time and had it confirmed in writing.

## **19. Acknowledgement & Warranties**

- a. 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 are those of the Hirer named on the Rental Document (not the Additional Drivers).
- b. 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.

## **20. Our Obligations**

- a. We will use our reasonable endeavours to replace the Vehicle in the event of breakdown or accident (caused by a third party) subject to availability and location.
- b. This is also subject to terms and conditions not being breached by the renter
- c. If we cannot supply a replacement vehicle under clause 21.a. then we will refund your hire fees for any whole days for which you lose total use of the Vehicle.
- d. If a breach of terms and conditions have occurred, then we reserve the right to not refund any monies whatsoever
- e. We will provide 24-hour road service free of charge subject to this Agreement.

## **21. Force Majeure**

- a. When an event beyond our reasonable control occurs and prevents or delays our ability to perform our obligations under this contract we reserve the right to hold any deposits and or payments paid and transfer these to a mutually agreed time in the future. We are not liable for any cancellations or loss of rental days that could occur due to force majeure events.
- b. Force majeure events include but are not limited to a natural event, epidemic or pandemic, act of Government, act of nature and civil emergencies.

## **22. VAT**

- a. The Fees described in this Agreement are inclusive of VAT unless otherwise stated. You agree to pay VAT at the same time as you pay the Fees

## **23. Termination**

- a. 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.
- b. 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

## **24. Jurisdiction**

- a. This agreement is governed by the law in force in the United Kingdom

## **25. Waiver**

- a. 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 another breach

## **26. Dispute Resolution**

- a. If you disagree with us or wish to file a complaint you agree to resolve your complaint or dispute with us by:
  - i. Immediately notifying us via email ([info@spaceshipsrentals.co.uk](mailto:info@spaceshipsrentals.co.uk)) within 5 Business Days of returning the Vehicle;
  - ii. Provide in writing exact details or your complaint together with any relevant evidence. Please note that all issues brought to us after your trip and not during thus giving us zero chance to remedy on your trip will not be reimbursed under any circumstances.

- iii. We will use our reasonable endeavours to provide a response to you within 10 Business Days of receiving your complaint via email.
- iv. If, upon receiving our response, you are still dissatisfied and have further queries or complaints, you must notify us in writing within 5 Business Days of receiving our response and we suggest you raise a complaint with the BVRLA. Spaceships will always side with their outcome.

## **27. Relocation specific terms**

- a. A relocation security deposit of £200 (£500 for motorhomes) is added to your booking but is only charged if you fail to pick up and relocate the vehicle as agreed. This includes dropping off on time
- b. Please be aware that relocation deals are first to come first serve, receiving a quote is not a booking confirmation.
- c. Unless otherwise stated in the relocation, ferries, fuel and any other external costs are the hirer's responsibility.
- d. Spaceships will reimburse up to £150 for any relocations where a free ferry is offered, the receipt must be provided.
- e. If you fail to relocate the vehicle in time e.g. late drop off, then the £200 relocation security deposit will also be charged as well as late return fees outlined in point 11.
- f. You must send 5 pictures of the vehicle to [info@spaceshipsrentals.co.uk](mailto:info@spaceshipsrentals.co.uk) within a week of your hire or you will be charged 50% of the relocation security deposit as set out. You must also put up at least one picture on your Facebook (spaceships rentals) or Instagram (@SpaceshipsUK)
- g. Spaceships reserve the right to cancel any relocation with no reason given at any time up to 7 days prior to pickup. A full refund will be given or an alternative vehicle provided.