

# Spaceships Terms & Conditions 2018/2019

- 1. Interpretation**
  - I. Fees means the fees payable by you to us and as set out on the Rental Document plus any additional fees payable under this Agreement as they apply from time to time
  - II. VAT means Value Added Tax which is applicable to goods and services
  - III. 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).
  - IV. 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)
  - V. Vehicle means the vehicle described in the Rental Document (or any substitute vehicle) and includes but is not limited to its under body, parts, components, accessories and contents supplied by us (except where specifically excluded).
  - VI. We, our and us means Spaceships UK Ltd.
  - VII. 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.
  - VIII. References to pounds and £ are references to British currency;
  - IX. References to motorhome specific refer to our Luxury Motorhome and Family motorhome models.
  - X. Relocations refer to any one way hire where a relocation security deposit has been applied
- 2. Agreement**
  - I. We agree that you may hire the Vehicle subject to the terms of this Agreement.
  - II. You agree to comply with the terms of this Agreement and to pay the Fees to us.
  - III. 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.
  - IV. None of our employees, agents or contractors are authorised to vary or add to this Agreement, make any representations about the performance, specifications or fitness for purpose of our goods other than those specified in our authorised written material. You agree that all such unauthorised warranties and representations are expressly excluded.
- 3. Driver**
  - I. You agree and acknowledge that:
    - a) only you will drive the Vehicle; you have not been convicted of, or have charges pending, for an offence relating to driving a vehicle:
    - b) under the influence of alcohol or drugs; or
    - c) 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;
    - d) you are 21 years of age or over (for Camper Car, Delta, Voyager) or 25 and over (for Family Motorhome, Luxury Motorhome, VW Caddy Maxi, Ford Transit Minibus) and hold a valid current unrestricted or probationary motor vehicle drivers licence (learners permits are not acceptable);
    - e) You are not over 75 years of age for any vehicle
    - f) you have not been refused or had any motor vehicle insurance cancelled for any reason within the three years prior to the Rental Period;
    - g) you have held a full and valid drivers licence or probationary licence for 1 year or more (2 years for drivers aged 21-24).
    - h) you have an accident free record if aged 21-22.
    - i) have a licence issued by one of the following countries: All EU, USA, Canada, Australia, Thailand, Malaysia, New Zealand, South Africa, Singapore, China, Brazil, Argentina, Israel, Chile, Uruguay and Hong Kong, UAE.
- 4. Where You Can and Cannot Drive the Vehicle**
  - I. You must only use the Vehicle on sealed roads.
  - II. You must not travel out with the following countries with your spaceship: The UK and all Member countries of the EU plus Andorra, Croatia, Iceland, Norway, Serbia and Switzerland. You are also responsible for understanding and adhering to the laws of each country you travel to.
  - III. You must not drive or take the Vehicle:
    - a) on any road which is closed or restricted; or
    - b) on beaches or through streams, dams, rivers or flood waters; or
    - c) to any other area which we have, in our discretion, advised you not to enter.
- 5. Use of the Vehicle**
  - I. You must not:
    - a) allow the Vehicle to be used for any illegal or dangerous purpose, race, contest or performance test of any kind;
    - b) allow the Vehicle to be used to tow or push anything, unless authorised in writing by us and unless correctly secured;
    - c) carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than that for which the Vehicle was built;
    - d) 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;
    - e) be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the country in which the Vehicle is driven;

- f) allow the Vehicle to be used to carry passengers for payment of any kind or sublet or hire the Vehicle to any other person;
- g) use cookers inside the cabin of the Vehicle (excluding the motorhome) or in a dangerous manner;
- h) transport any animal in the Vehicle other than a Guide Dog;
- i) use the Vehicle when it is damaged or unsafe;
- j) use the Vehicle to transport goods other than those which would be reasonably contemplated in connection with the permitted purpose of the Vehicle;
- k) without our prior written consent, use the Vehicle to carry any inflammable, explosive or corrosive substance other than that which has been provided by us;
- l) use the Vehicle in contravention of any law;
- m) transport any children in a manner which is not following the law set out in the country/countries visited.
- n) In the event of taking one of our vehicles to an unapproved country the following will apply:
  - 1) You will not be covered under any Spaceships insurance policy.
  - 2) Spot fine of up to £1000 may be applied at Spaceships discretion per unauthorised country that you visit.
  - 3) 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.
  - 4) Spaceships reserves 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.

## 6. Hirers Responsibility

The hirer accepts the following charges will be applied to the hirer's credit/debit card:

- a) 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;
- b) 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;
- c) 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;
- d) The repair of any damages to your vehicle or any third party vehicle as per the terms of your rental agreement;
- e) If any damage happens to the vehicle during a hire period when the hirer does not have a zero excess Spaceships will apply a £30 admin fee;
- f) 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.
- g) The full cost of replacing lost or damaged keys irrespective of the insurance option chosen
- h) The full cost of repairing damage to the underside of the car caused by driving off road irrespective of the insurance option chosen
- i) 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.
- j) Late returns will be charged for at the rate of one day's rental at the current rate and £20 per hour the vehicle is late.

### Luxury and Family Motorhome specific only

- a) 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.
- b) Spaceships do not supply or refund any LPG. However, any remaining LPG may be used free of charge.
- c) The full cost of any damage to the motorhome which occurs above 1.8 metres from the ground irrespective of the insurance option chosen.
- d) The full cost of any damage to the motorhome caused by reversing manoeuvres irrespective of the insurance option chosen
- e) A fee of £200 if the toilet cassette or grey waste water has not been emptied.

## 7. Maintenance, Security and Safety

I. You must:

- a) maintain 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.
- b) ensure that the tyres are maintained at the manufacturer's recommended pressure;
- c) keep the Vehicle locked and the keys under your personal control at all times and produce such keys if the Vehicle has been stolen;
- d) 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 (fair wear and tear excepted); and
- e) 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.

- f) Immediately pay or reimburse us for:
- i. any damage or loss to the Vehicle or to us which is not covered by insurance
  - ii. windscreen, glass, headlight or sunroof breakages in addition to all other fees under this agreement unless:
    - a. you have paid "All Inclusive" under clause 8 (only all-inclusive covers your sunroof, windows and rear windscreen);
  - iii. the cost of rectifying any tyre punctures unless:
    - b. you have paid for "All Inclusive" insurance under clause 8 (max of 2 accidental tyre repairs over hire period)
  - iv. tolls or fines and any associated administration costs;
  - v. the cost of repairing any damage caused deliberately, carelessly or recklessly
  - vi. the cost of repairing any damage to the Vehicle or to third party property caused or contributed to by a breach of the agreement;

#### 8. Bond

- I. Credit card details must be provided to us by you at the commencement of the Rental Period for the purposes of freezing the Bond.
- II. You authorise 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. You authorise us to use the Bond to cover insurance excess costs (and any incidental costs) as a result of any accident during the Rental Period. The bond amount will be deducted in full from your credit card (or retained from a cash deposit) if you are involved in an accident whilst using the Vehicle. The bond will be released when the Vehicle is returned provided no damage has occurred. The 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. The bond will be refunded to you if we are successful in recovering the costs of the damages from the third party. You acknowledge that you must pay for anything not covered by insurance or the Bond.
- III. If you are unable to pay the bond on pick up of the vehicle you will be required to purchase the all inclusive insurance.

#### 9. Insurance Options

- I. 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. If an accident occurs before the expiry of the Rental Period you must pay additional fees for the remaining days of your hire if you still wish to obtain the benefit of "All inclusive" insurance for the remainder of the Rental Period. The "All inclusive" fees and the amount of reduction to the Bond are set out as follows:

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

	<b>Cost per day</b>	<b>Bond/Liability</b>	<b>Maximum Collectable</b>
<i>Standard Bond Liability</i>	Included	£1500	N/A
<b>Standard Bond Liability - Motorhome</b>	<b>Included</b>	<b>£2000</b>	<b>N/A</b>
<i>Half Cover</i>	£10	£750	£300
<b>Half Cover - Motorhome</b>	<b>£15</b>	<b>£1000</b>	<b>£400</b>
<i>All Inclusive</i>	£15	No bond	£500
<b>All Inclusive - Motorhome</b>	<b>£30</b>	<b>No bond</b>	<b>£800</b>

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

	<b>Cost per day</b>	<b>Bond/Liability</b>	<b>Maximum Collectable</b>
<i>Standard Bond Liability</i>	Included	£1500	N/A
<b>Standard Bond Liability - Motorhome</b>	<b>Included</b>	<b>£2000</b>	<b>N/A</b>
<i>All Inclusive</i>	£20	No bond	£800
<b>All Inclusive - Motorhome</b>	<b>£35</b>	<b>No bond</b>	<b>£900</b>

- II. Windscreen Cover, An additional non-refundable premium of £2 per hire day will cover you for the loss or breakage of the front windscreen. This cover EXCLUDES the sunroof and all other glass windows and mirrors. The maximum amount payable is £70 – i.e. 35 days rental

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

<b>Coverage</b>	<b>Standard Liability</b>	<b>Half Cover</b>	<b>All Inclusive</b>
<i>Windscreen Cover</i>	No	No	YES (1 Windscreen Replacement)
<b>Window/Glass Damage</b>	<b>No</b>	<b>No</b>	<b>YES</b>
<i>Tyres</i>	No	No	YES (2 Tyres)
<b>Roof</b>	<b>No</b>	<b>No</b>	<b>YES</b>
<i>Under body</i>	No	No	YES

\* Please note that our Motorhomes have some additional insurance terms which can be found below:

The Motorhome All Inclusive Insurance has four exceptions which are:

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. any damage to the vehicle caused by reversing manoeuvres
4. damage to the water system caused by putting fuel in the water tank

All Spaceships campervan rentals come with standard 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 standard insurance.

With our standard insurance Third Party insurance is included including single accidents as long as the insurers deem you not to be at fault. The full excess will still be taken whilst we wait for our insurers final decision. If at fault you may be liable for these costs.

**Taking the 'All Inclusive' option will reduce your liability, so you can travel with peace of mind.**

- III. You acknowledge that cover may be denied under Standard excess liability and "All Inclusive Option" insurance if:  
there is any water related damage such as vehicle submersion, creek or river crossing, beach driving or driving through low plain flooded areas;
- IV. you breach the terms of this Agreement;
  - a) you drive under the influence of alcohol or drugs;
  - b) damage is caused by careless or wilful conduct;
  - c) you drive on restricted, closed, dirt or unsealed roads;
  - d) the articles damaged are appliances or fixtures inside the Vehicle unless in the case of a motor accident.
- V. You are required to provide credit card details to Spaceships irrespective of the insurance option chosen.

#### **10. Indemnity & Release**

- I. Except to the extent we or others are liable at law, you agree that you are liable and must indemnify us immediately for:
  - a) the loss of, and all damage to, the Vehicle;
  - b) the cost of towing, recovering and storing the Vehicle;
  - c) for all damage to the property of any person:
    - i. which is caused or contributed by you; or
    - ii. which arises from the use of the Vehicle by you;
  - d) appraisal or assessment fees;
  - e) reasonable administrative fees and legal costs as a result of your breach of this Agreement or in respect of recovering costs payable by you (on a solicitor client basis).
- II. You agree to use, operate and possess the Vehicle at your risk and you agree that we will have no responsibility or liability for any loss or damage or death except as required by law. To the full extent permitted by law you agree that you release and discharge us and our agents and employees from:
  - a) all claims and demands on us; and
  - b) any loss or damage whatsoever and whenever caused to you whether by way of death of, or injury to, any person of any nature or kind, accident or damage or loss of property, delay, financial loss (including accommodation or meal costs) or otherwise, arising directly or indirectly from or incidental to your use of the Vehicle or any accident to or involving the Vehicle or its use, operation, repair, maintenance or storage or which may otherwise be suffered or sustained in, upon or near the Vehicle provided that this release shall not extend to any claims arising from a negligent act or omission by us; and
  - c) any loss or damage as a result of items being left in the Vehicle after its return to us or stolen from the Vehicle.
- III. Any person claiming the return of personal property left in the Vehicle is required to furnish us with satisfactory proof of ownership.
- IV. 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.

#### **11. Return of the Vehicle**

- I. You must return the Vehicle to us:
  - a) between 0900 hours and 1600 hours to the place and on the date shown on the Rental Document;
  - b) with the fuel level equal to that when the vehicle was collected;
  - c) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.
- II. Change of Return Location (where applicable) is subject to availability and must be authorised by Spaceships UK with suitable notice. An additional charge of minimum £50 and up to £500 applies to any authorised change of return location.
- III. If you return the Vehicle to a location other than that shown on the Rental Document, a fee of at least £1 per kilometre plus a fixed rate of £200 will apply.
- IV. Spaceships UK do not offer refunds for early returns. We strongly recommend customers invest in travel insurance due to early returns due to no fault or reason of Spaceships UK.
- V. If you do not return the vehicle by the date shown on the Rental Document, you must pay for any additional days hire plus a penalty of £150 for each day the vehicle is overdue.

- VI. If you do not return the vehicle on the time shown on the Rental Document you must pay a penalty fee of 1 days 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 VI will apply.
- VII. We may request the immediate return of the Vehicle, or we may re-take possession of the Vehicle without notice, if we reasonably suspect that:
  - a) you have breached a term or condition of this Agreement;
  - b) damage to the Vehicle, or injury to persons or property is likely to occur; or
  - c) the Vehicle may be or has been used for an unlawful purpose.
- VIII. Rental extensions are possible subject to availability. Suitable notice must be given to Spaceships UK for any authorisation to any rental. There is no guarantee of any extension regardless of notice provided.
- IX. If you have selected an out of hours drop off this is entirely subject to availability and must be agreed on time of pick up or arranged by email and confirmed by a booking confirmation. Just ticking the after hours box 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.

## 12. Acknowledgement & Warranties

- I. 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).
- II. 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.

## 13. Infringement Notices (such as parking fines)

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

## 14. Cancellation & Deposit

- I. You must pay us a non-refundable deposit of 20% when you request a reservation. The balance of the hire fees must be paid upon collection of the vehicle from London, however for any other depot the remainder must be paid 7 days before collection. Spaceships will deduct automatically the balance from your nominated card.
- II. 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.
- III. If you have commenced your travel and decide that you want to extend the hire period then you must first contact us for approval (at our discretion). On receipt of our approval you must pay in advance for the additional days hire at the agreed rate. This must be in writing.
- IV. Our cancellation fees are as follows:
  - a) If cancelled 31+ days prior then forfeit 20% of gross rental
  - b) If cancelled 21-30 days prior then forfeit 50% of gross rental
  - c) If cancelled 8-20 days prior then forfeit 75% of gross rental
  - d) If cancelled 0- 7 days prior then forfeit 100% of gross rental
- V. If a booking is cancelled your booking agent may charge additional fees to the charges set out in clause IV.
- VI. You are strongly encouraged to purchase travel insurance as there are no exemptions to the terms in clause IV
- VII. 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.
- VIII. 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.
- IX. Cancellations made by Spaceships entail a 100% re-imbusement of the total hire. Spaceships are not liable for any further costs incurred.

## 15. Our Obligations

- I. 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.
- II. **Subject to terms and conditions not being breached by the renter** If we cannot supply a replacement vehicle under clause I, then we will refund your hire fees for any **whole** days for which you lose **total** use of the Vehicle. If breach of terms and conditions have occurred, then we reserve the right to not refund any monies whatsoever.
- III. We will provide 24-hour road service free of charge subject to this Agreement.

## 16. VAT

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.

**17. Termination**

- I. 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.
- II. 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.

**18. Jurisdiction**

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

**19. Waiver**

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

**20. Dispute Resolution**

- I. If you disagree with us or wish to file a complaint you agree to resolve your complaint or dispute with us by:
  - a) immediately notifying the manager of the office from which the Vehicle was rented within 5 Business Days of returning the Vehicle;
  - b) provide in writing exact details of your complaint together with any relevant evidence.
- II. We will use our reasonable endeavours to provide a response to you within 10 Business Days of receiving your complaint;
- III. If, upon receiving our response, you are still dissatisfied and have further queries, you must notify us in writing within 5 Business Days of receiving our response and we will arrange a meeting between you and us in an attempt to resolve the dispute.

**21. Motorhome Specific Terms**

- I. Our motorhome rentals have some additional terms and conditions. For the avoidance of doubt, our motorhome terms will always take precedence over our general terms if there is a discrepancy.
- II. The following items/damages are not covered by any insurance option and the hirer will be liable for the full cost of repair/replacement
  - a) Overhead damage. This refers to any damage caused to the vehicle, the vehicle's equipment and any third party property where the damage is over 1.8m high when measured from the ground.
  - b) Damage caused by reversing manoeuvres.
  - c) Damage caused to any internal fixtures and fittings, windows, upholstery and any other internal equipment.
  - d) Damage caused from putting fuel in the fresh water tank
  - e) Failure to empty the waste water tank and/or toilet cassette will incur a charge of £200

**22. Relocation specific terms**

- I. 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.
- II. Please be aware that relocation deals are first come first serve, receiving a quote is not a booking confirmation
- III. Unless otherwise stated in the relocation, ferries, fuel and any other external costs are the hirers responsibility.
- IV. Spaceships will reimburse up to £150 for any relocations where a free ferry is offered, receipt must be provided.
- V. 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.
- VI. 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 in clause 22. I.
- VII. You must also put up at least one picture on your Facebook (spaceships rentals) or Instagram (@SpaceshipsUK)
- VIII. Spaceships reserves the right to cancel any relocation with no reason given at any time up to 7 days prior to pick up. A full refund will be given or an alternative vehicle provided.