

# Zoom Motorhome Hire

## “ZMH”

### Terms and Conditions

1. Definitions and Interpretation: See Appendix 1 at the end of our T&C's
2. Booking and Payment
  1. Availability is on a request and confirm basis at the time of booking.
  2. A booking is only binding after ZMH has confirmed availability and the Booking Deposit has been received in full via our online booking system with payments processed by our secure online payment processor 'Holiday Rent Payments' or by PayPal in GBP. Once the Booking Deposit has been received by ZMH, a confirmation email will be sent out to the Customer.
  3. Customer bookings will only be accepted up to a maximum period of 90 days.
  4. Upon receipt of the Booking Deposit, these Hire Terms & Conditions shall apply to the Rental Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate.
  5. Settlement of the remaining balance of the Hire Charge is due no later than six weeks prior to the Collection Time. ZMH reserves the right to cancel the booking if payment is not received six weeks prior to the Collection Time. The Customer shall pay the remaining balance by credit or debit card via our online booking system with payments processed by our secure online payment processor 'Holiday Rents Payments' or by PayPal in GBP.
  5. For short notice bookings (less than six weeks before the planned collection time) the full hire charge is payable at point of booking. Vehicles will not be released without full payment of the Hire Charge being completed and security deposit being received.
  6. A £1250 security deposit is required for every hire and will be pre-authorized against the same card used to secure your booking unless you advise ZMH via email in advance of your rental start date. Your security deposit must be pre-authorized in advance of your booking otherwise we cannot release the vehicle.
3. Hire Rates
  1. Unless otherwise stated, the Hire Charge quoted shall include:
    1. VAT (currently at 20%);
    2. Unlimited UK miles per week;
    3. UK standard vehicle insurance; see clause 18, "Drivers"
    4. UK Standard equipment & breakdown cover.
  2. ZMH will arrange full breakdown cover through FIAT or FORD to cover any mechanical faults to the base chassis of the Vehicle. Any call out charges necessitated by the client through operator error, e.g. a flat vehicle battery, wrong or insufficient fuel, keys locked in Vehicle etc. will be the responsibility of the Customer.
4. Cancellation charges
  1. There is no statutory right to cancel this Contract. Although there is no statutory right to cancel this Contract, we will provide you with the right to cancel this Contract subject to the charges below, dependent upon the time of cancellation:
    1. More than 42 days before rental start date: full refund;
    2. 29 – 42 days before the Collection Time: 50% of total Hire Charge;
    3. 15 - 28 days before the Collection Time: 75% of total Hire Charge; and
    4. 0 -14 days before the Collection Time: 100% of total Hire Charge;

All refunds are minus bank charges accrued by ZMH and a £25 admin fee is added to process your cancellation. This excludes COVID19 cancellations in accordance with our COVID19

cancellation policy (see clause 4.4 below) where a full no quibble refund will be processed with no bank processing or admin fee charges being applied.

ZMH reserves the right to cancel a planned hire if the nominated drivers' licenses are invalid or not in accordance with the applicable terms of the insurance Policy, or these terms and conditions (in such circumstances all sums paid to ZMH, except the security deposit, will be forfeited to us).

We will request customer driving records and proof of ID & Addresses 2 week's in advance of your rental start date. Customers are required to provide the above proof detail in line with the timescales outlined below:

**IF - your vehicle collection date is 8 days or MORE from receipt of our proof detail email - please complete and email to our team within 72 hours.**

**Or**

**IF - your vehicle collection date is 7 days or LESS from receipt of our proof detail email - please complete and email to our team within 24 hours.**

2. To exercise the right to cancel the Customer must inform ZMH of their decision to cancel this Contract in the form of a written statement via email to [customer@zoommotorhomes.co.uk](mailto:customer@zoommotorhomes.co.uk)
3. ZMH cannot postpone or transfer money from one hire to another.
4. ZMH reserves the right to cancel or delay any booking due to the Met Office issuing an Amber or Red weather warning for adverse weather conditions / threat to life.

ZMH will ensure any delays to the start of your holiday are kept to an absolute minimum and lifted as soon as the adverse weather subsides. If an Amber / Red weather warning is issued by the Met Office for the area you are visiting during your hire, you [the customer] agree to take evasive action to avoid said area.

If a hirer ignores Amber / Red warnings issues by the Met Office (and confirmed by ZMH) which result in damage to our vehicle, the customer agrees to pay the full costs of any repairs as a result of the adverse weather conditions.

If the warning is severe to the point of cancellation, ZMH agrees to refund the full amount of any monies paid to ZMH minus payment processing fees (+ £25 admin fee to process the cancellation).

5. Geographical limits on use

**1. European travel is currently forbidden due to COVID-19 and will be in breach of ZMH Terms & Conditions – ZMH will amend this clause in due course once European travel is permitted. You will not be covered by our insurance if you leave the UK. Use of the vehicle shall at all times be subject to the provisions of clause 11.**

*2. The following countries are covered under our comprehensive insurance: Andorra, Iceland, Norway, Republic of Ireland, Serbia, Switzerland, the UK and all current member countries of the European Union. European travel outside of the countries listed above will be in breach of ZMH Terms & Conditions and is expressly forbidden, and you will not be covered by any insurance. Use of the vehicle shall at all times be subject to the provisions of clause 11.*

6. Vehicle Collection & Return

1. Collection:

1. Upon collection of your vehicle you will be asked to sign a short term rental agreement and by doing so agree to the full terms and condition outlined within this document.
2. The Customer shall collect the Vehicle from the Depot at their allocated Collection Time.
3. Please allow 1h for the hand-over at the Depot - to complete the necessary documentation and allow a full demonstration of the Vehicle.
4. All Drivers need to be present upon collection of the Vehicle and bring their full valid driving licence.

5. Security deposit and photo copies of the customer proof of ID will be requested 7 days before your rental start date. This is to avoid any last-minute payment process issues and avoid any delays to you hire.

6. ZMH will make every reasonable effort to have the Vehicle ready for the designated Collection Time, however ZMH cannot guarantee that the Vehicle will be ready for this time.

#### 2. Return:

1. The Vehicle must be returned on or before the agreed Return Time unless preauthorised in writing and in advance by ZMH, otherwise unauthorised late charges will apply. Please allow 1 hour to conduct our return vehicle inspection.

Please refer to 6.2.3 where external checks are not possible due to poor visibility.

Vehicles must be returned undamaged, with:

a. A full tank of diesel;

b. Empty waste water and toilet cassette; and

c. The interior clean and in the same condition as it left the Depot, otherwise a charge will be made for additional valeting and/or upholstery cleaning. Valeting and/or upholstery charges are dependent on the quote received from our preferred valeting / upholstery provider and will be withheld from your security deposit.

2. We are unable to confirm if the vehicle is damage free until the exterior and interior has been washed and valeted. If we find damage after you have left you will be informed within 4 hours of returning the vehicle by phone call, or text as well as email along with photographic evidence. If the Vehicle is not returned in its original condition a charge or charges will be made in accordance with clause 9 (Rental and Other Charges) within 7 days of the Return Time.

3. During Winter period when visibility is reduced, late return times are not feasible due to ZMH vehicle inspection checks. If the customer returns the vehicle when light is reduced ZMH reserve the right to conduct an external vehicle inspection at the next possible opportunity i.e.

the following morning when visibility is at a suitable level. Should subsequent damage be identified, ZMH will notify the customer straight away and photos of any damage will be shared with you.

a. In this instance the customer agrees to pay the cost of any resultant damage from their £1250 Security deposit

#### 3. Late Return:

1. If the Customer will be late returning, they shall advise ZMH immediately. Failure to advise may result in prosecution for driving whilst uninsured.

2. An additional charge of £75 per hour, payable by the quarter hour, will be made for all late returns.

#### 4. Customer Parking:

1. We provide customer parking at owner's own risk. ZMH will accept no liability for damages to customers vehicle(s) while parked at our premises. Any damaged would need to be processed via hirers own insurance policy.

### 7. Vehicle Systems

1. ZMH will carry out a full inspection on every Vehicle before the commencement of hire and any existing damage will be stated on the Rental Agreement. This inspection involves testing every system on board the Vehicle to ensure that they are operating correctly. In conjunction with this the Customer will be taken on a tour of the Vehicle and shown how each system works.

2. By signing the Rental Agreement the Customer agrees with the state of the existing damage as specified in the Rental Agreement.

3. Should an on-board system fail during the Rental Period, ZMH will remedy the fault.

## 8. Change of Vehicle

1. Where, due to circumstances beyond its control such as the Vehicle being returned very late or with damage by the previous Customer, ZMH reserves the right to substitute a comparable or superior Vehicle for the Vehicle ordered. In that event, the Customer shall not be liable for any increased hire charges pertaining to the substitute vehicle. Such substitution shall not entitle the Customer to any refund and does not constitute a breach of this Contract. If no alternative vehicle can be supplied, we will give you a full refund.

## 9. Rental and Other Charges

### 1. The Customer will pay ZMH:

1. All Hire Charges in accordance with clause 2;
2. The Security Deposit in accordance with clause 10;
3. An administration fee of £25.00 per penalty charge notice received in accordance with clause 18.14;
4. The nominated valeting fee and /or upholstery cleaning fee if the Vehicle is not returned with the interior in a clean condition in accordance with clause 6.2.1(c);
5. The nominated additional fee of £100 if the toilet and / or waste water tank are not emptied and cleaned prior to the return of the Vehicle in accordance with clause 6.2.1(b);
6. The cost of refilling the Diesel tank should it not be returned completely full in accordance with clause 6.2.1(a), will be charged in accordance with the charges listed below:
  1.  $\frac{3}{4}$  to full = £30.00;
  2.  $\frac{1}{2}$  to  $\frac{3}{4}$  full = £60.00;
  3.  $\frac{1}{4}$  to  $\frac{1}{2}$  full = £90.00; and
  4. empty to  $\frac{1}{4}$  full = £120.00
7. A late fee of £75.00 per hour, chargeable quarter hourly, should the Vehicle be returned after the agreed Return Time in accordance with clause 6.3.2;
8. Loss or damage of keys £350
9. Loss or damage of tracker fob £100
10. The nominated cancellation fee in the event of cancellation of the Contract prior to collection of the Vehicle in accordance with clause 4.1;
11. The cost of any damage to the Vehicle or third-party property, subject to our insurance cover, in accordance with clause 19 (see clause 19 for details as to what is covered by the insurance);
12. All parking fines, other fines or penalties and associated administration costs incurred in relation to the Vehicle during the Rental Period in accordance with clause 18.13;
13. Any additional costs over and above the Security Deposit value should damages exceed the Security Deposit value in accordance with clause 10.4; and
14. The cost to recover a Vehicle where recovery is required due to a fault of the Customer.

2. All charges and expenses payable by the Customer under this Contract are due on demand by ZMH. If they are not paid within 14 days, then the Customer is liable to pay interest at 1.5% per month above the base rate as published by 'Bank of England' on the outstanding balance and any additional costs incurred by ZMH, including reasonable legal fees to recover the outstanding money owed.

3. All contents, fixtures and fitting within our vehicles are the property of ZMH. Any damages or missing property which exceeds £10 in value will be charged up to the value of replacing the item(s) and will be deducted from your Security Deposit + a £25 admin fee.

3.1 I agree to pay ZMH any costs which are not identified at point of return: E.g. damage to bedding and towels which are only visible post washing or any other property, fixtures or fittings noticed after your return. ZMH will notify you of any additional damages up to 24hrs after your return and will provide photos of said damage.

## 10. Security Deposit

1. The £1250 Security Deposit is pre-authorized against the credit / debit card taken at point of booking 7 days prior to the rental start date – we do this to avoid any last-minute issues and to avoid any delays to the hirer’s rental. The card should be in one of the named Driver’s name(s). Pre-paid currency cards cannot be accepted.
2. The Customer irrevocably authorises ZMH to deduct the full Security Deposit while any damage disputes arising out of this Contract are resolved as we need time to process quotes from our preferred repair centre. ZMH will then refund any monies owed to the customer after any damage claims have been finalised.
3. The Security Deposit will be refunded within 7 working days of the Vehicle being returned to our Depot as per the criteria set out in clause 6 (Vehicle Collection and Return) provided that there are no outstanding insurance claims. It will not be refunded at the Return Time. ZMH is not responsible for the length of time it takes the Customer’s card company to process said refund.
4. Any external damage to our vehicle or third-party property as the result of an accident, we will deduct a maximum of £1250 to cover the excess fee from our insurer (unless our insurer sets a higher security deposit due to driver age, convictions or other which will be confirmed before your hire commences). Internal damage is not covered by our insurer. Should internal damage to fixings / furnishings exceed the Security Deposit the Customer will be responsible for settling additional costs over and above the Security Deposit value within 14 days of your Return Time.
5. Security Deposit will be used to cover any costs referred to in clause 9. Should these costs exceed the Security Deposit held, the Customer will be liable for the total cost and the difference will need to be settled within 14 days of your Return Time.

#### 11. Use of the Vehicle

1. The Customer agrees that during the Rental Period they will use the Vehicle only for the purposes for which it was designed, operate it in a proper manner in accordance with any instructions provided by ZMH. The customer agrees to keep the Vehicle in good condition and repair and take all reasonable steps to ensure that the Vehicle is kept safe.
2. The Customer agrees that during the Rental Period, they will not and will not allow the Vehicle to be:
  - 1 Driven otherwise than in a cautious, prudent and normal manner;
  - 2 Driven in a manner that would violate UK road traffic laws;
  - 3 Driven if the Customer is aware of a fault with the Vehicle;
  - 4 Used in a manner which could cause damage;
  - 5 Used in a manner that would breach any laws or regulations for using the Vehicle;
  - 6 Driven in a prohibited area;
  - 7 Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
  - 8 Left unlocked whilst the Vehicle is unoccupied;
  - 9 Left with the ignition key in the Vehicle while it is unoccupied;
  - 10 Left unoccupied with valuables left in full view inside the vehicle;
  - 11 Driven by any persons who are not the Driver, in particular, any persons who:
    3. Do not have prior agreement to drive the vehicle.
    4. Are under the age of 25 and over the age of 75 at any point during the Rental Period.
    5. Who are not authorised by law to drive the vehicle.

#### 12. In line with conditions imposed on us by our Insurance Policy Provider – ZMH will provide our customer with our ‘anti-theft tracker fob’ which must be present when the hirer attempts to start our vehicles.

1. The ‘anti-theft tracker fob’ must not be kept on motorhome keyring and must be kept separate e.g. in hirers wallet or purse. Full instruction will be provided at handover. It is imperative the customer adheres to this process to ensure the vehicle remains covered by our Insurance provider.
2. A breach of these condition will invalidate your insurance with us and any losses as a result of a breach will be recovered from you, the ‘customer’.

3. I, the hirer agrees to pay any losses received by ZMH as a result of not following the 'Anti-theft tracker fob' guidelines demonstrated at handover and listed in detail in the driver handbook.

#### 13. Damaged by

1. Submersion in water.
2. Contact with salt water.

14. Used for any illegal purpose for any race, rally or contest;

15. Used to tow any vehicle or trailer;

16. Used to carry passengers or property for hire or reward;

17. Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in the Rental Agreement;

18. Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material other than gas bottles stored in the Vehicle's designated compartment and suitably secured; or

19. Otherwise used in breach of the Customer's obligations under this Contract.

20. The vehicle will not leave the UK until European travel is again permitted. If you leave the UK you will not be covered by our insurance and in breach of our T&Cs.

3. These examples are not exhaustive; any unlawful, dangerous or malicious conduct whilst driving or otherwise making use of the vehicle will be viewed as a breach of this Contract and to the extent ZMH are allowed to do so by law. The Customer will lose the benefit of, personal accident insurance and third-party liability insurance.

4. As a ZMH customer you are solely responsible for adhering to the MAM (Maximum Authorised Mass) weight of the vehicle. The law states that your vehicle with all belongings added must not exceed 3500kg. Our vehicles are fully stocked leaving only your personal belonging to be added.

We strongly advise you visit a local weighbridge once your belongings are added (e.g. quarry) to ensure you are within the Maximum Authorised Mass limit of 3500Kg. If you are involved in an accident and the Police subsequently weigh your vehicle only to find you are in excess of the 3500Kg limit your insurance will be deemed null and void meaning you will be solely responsible for the cost of any repairs, hence it is imperative that you observe the MAM limits.

4.1 I agree to pay ZMH any monies due to them as a result of exceeding the MAM weight which in turn invalidates my insurance cover provided by ZMH's insurers.

#### 12. Road Restrictions

1. All Vehicles may only be driven on appropriate road surfaces, other than for direct access to or egress from a car park or camping or caravanning site.
2. ZMH reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.
3. ZMH reserves the right to monitor the Vehicle's location continuously throughout the Rental Period.

#### 13. Alterations to the Vehicle

1. The Customer shall not make any alterations or additions to the Vehicle without the prior written consent of ZMH. Title and property in all substitutions, replacements or additions made to the Vehicle - the customer must inform ZMH immediately upon installation.

#### 14. Title to Vehicle

1. ZMH retains title to the Vehicle and its contents and the Customer possesses the goods solely on a hire basis. The Customer has no right to pledge ZMH's credit in connection with the Vehicle. The Customer shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

#### 15. Smoking

1. All ZMH motorhomes are non-smoking vehicles. ZMH reserves the right to impose the full security deposit amount of £1250 should evidence of smoking be detected in the Vehicle.
  1. This clause extends to vaping e-cigarettes which leave long-lasting smells which are difficult to remove and can leave oil residue on furnishings.

#### 16. Passengers

1. ZMH authorises the use of the Vehicle up to the number of passengers stated in the Rental Agreement. Carrying more than the specified number of passengers is against the law and in breach of these Terms and Conditions.
2. ZMH will not provide nor fit child seats to our vehicles on behalf of hirers. Hirers are welcome to bring and fit their own child seats however it will be at the hirers own risk.
  1. ZMH will take no responsibility whatsoever for child seat installation.
  2. Some of our vehicles are not fitted with ISOFIX anchors.
  3. Children up to 12 years of age or 135cm in height, whichever they reach first, must use the correct child restraints appropriate for their weight/height under UK law.

#### 17. Pets

1. ZMH allows Customers to travel with a maximum of two well-behaved family dogs in our pet friendly van. A £35 one-off pet cleaning fee per hire will be applied to cover the additional cleaning costs incurred by ZMH.
2. When travelling with a pet the Customer agrees that:
  - They will take reasonable measures to keep the pet under control during the rental period
  - They will bring their own dog bed and doggy towels to dry wet dogs
  - They will not allow their pet on any of the soft furnishings or upholstery (this includes the beds, seats/sofas).
  - Their pet will not be left in the vehicle unattended at any time
  - They have the sole responsibility for ensuring adequate safe restraint of the pet whilst driving
  - They will keep the vehicle free of damage, fouling by the pet during the rental period
  - They will take all reasonable measures to ensure that the pet is free of fleas or mites in advance of the rental period
3. The vehicle should be returned in a damage free, clean and tidy condition. In the event of the vehicle being returned with evidence of damage by the pet(s) i.e. chewing, scratching, bite marks, fouling, or infestation, the customer agrees to pay the reasonable cost of professional cleaning and/or de-infestation.

#### 18. Drivers

1. Drivers must:
  1. Not be under the age of 25 or over 75 years of age.
2. We include a maximum of 2 Drivers per Vehicle as standard. Additional drivers can be added upon request for an additional £10 per day per additional driver.
3. All Drivers must have held a full valid licence for more than 2 years that entitles them to drive a UK category B vehicle up to 3500kg GMW.

4. Drivers holding only an automatic licence can only drive automatic models and this must be declared at the time of booking.
5. As set out in clause 6.1.4, All Drivers must be present at collection of the Vehicle, no exceptions can be made, and all Drivers must produce a full, valid standard driver's licence.
6. Where Drivers hold a GB photocard licence (requested 14 days prior to your rental start date):
  1. ZMH require all named drivers listed in your 'Booking Application' to provide a copy of their "Share driving licence – one time pass code" (this can be obtained by visiting [www.gov.uk/view-driving-licence](http://www.gov.uk/view-driving-licence)). This allows ZMH to confirm the booking application against your DVLA record. Should the two forms not match, for example you have convictions or excessive points which you did not declare at point of booking, this may invalidate your insurance. If so, we would be unable to release the Vehicle and will consider this as a cancellation under clause 4.1.5
  2. As an alternative and with your permission, we can check your driving history with the DVLA on your behalf (negating the need for a "one-time pass code"), however we will need a copy of both drivers (if applicable) licence No's, NI no's and confirmation of your postcode(s)
  3. Your security deposit pre-authorisation code for £1250 will be taken 4 days prior to your hire start date.
7. Where Drivers hold a modern Northern Ireland licence, we require both the photocard and paper counterpart.
8. The Driver's licence address must be valid and display the current home address, we also require 2 x utility bills no older than 90 days.
9. All Drivers whose licences have been issued outside of the EU or Commonwealth are required to supply a valid International driving permit alongside their standard licence at the start of hire. This must be issued in the country the licence was issued in and confirm they are able to drive a UK category B vehicle up to 3500kg GMW.
10. Endorsements on the Drivers licences must be declared at the time of booking and will be verified 14 days prior to the Rental start date via DVLA 'one-time pass code'. ZMH can accept:
  - i) are between 25 and 75 years of age.
  - ii) have held a full UK or EU licence for a minimum of two years.
  - iii) have not had their licence suspended for any period within the last three years.
  - iv) have not been involved in more than one fault incident within the last three years.
  - v) have no more than two convictions with a maximum of 3 points per conviction.
  - vi) have not obtained a BA, DD or UT conviction (Spent convictions, covered by the Rehabilitation of Offenders Act, 1974 may be disregarded).
11. The Driver must declare at the time of booking and confirm upon signature of the Rental Agreement if they have made or had vehicle insurance claims made against them within the last 3 years. ZMH may not be able to get cover should the Customer have had 2 or more claims within the last 3 years, and ZMH shall be entitled at its discretion to reject the booking or cancel the booking in accordance with clause 4.1.5.
12. The Driver(s) must declare their occupation upon booking and again on collection of the Vehicle. ZMH is unable to offer cover for the following occupations:
  1. Celebrities;
  2. Sports personalities;
  3. Musicians;
  4. Entertainers;
  5. Serving Foreign Armed services personal/ Embassy employees based in the UK; and/or  
Should the driver not disclose that they fulfil one of the above occupations even in a part time capacity, this will render the agreement void and the Customer will be fully liable for all of their obligations (including payments due) under the Contract.
13. Drivers are personally liable for all legal penalties (including but not limited to parking fines, congestion charges, speeding fines and other fines or penalties and associated administration



costs incurred in relation to the Vehicle) which are incurred during the Rental Period. ZMH shall notify the customer of any such penalty notice upon receipt and the customer shall pay to ZMH a £25.00 administration fee in accordance with clause 9.1.3. ZMH shall notify the relevant enforcement body of the Driver's details and the Driver shall be liable directly to such enforcement body.

15. ZMH is unable to insure any driver with no fixed abode.
16. Should any Driver fail to present all correct documentation and identification on collection of the Vehicle or otherwise fail to meet the Driver requirements stated in these Terms and Conditions, then they will be unable to drive the Vehicle until such documents are presented. Where this Driver is the sole Driver then ZMH will be unable to release the Vehicle and will consider this as a cancellation under clause 4.1.5.

## 19. Insurance

1. The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the Customer (including death or bodily injury to the driver) or cover any personal possessions. For this reason, we strongly recommend you take out your OWN personal holiday insurance.
2. The insurance at clause 19.1 includes a standard excess of £1,250 per accident or reported incident. In the event of any damage to either the Vehicle or third-party property, the Customer will be liable for the first £1,250 per claim in accordance with clause 11.
3. Only Drivers named on the 'Rental Agreement' are insured to drive the Vehicle.
4. Windscreens and/or tyre damage is not covered by the standard vehicle insurance and therefore excess. The Customer accepts full liability for damage to windscreens and tyres which is in addition to the standard vehicle excess should that apply.
5. If the Customer does not provide complete and accurate information in connection with the Driver, the insurance cover shall be deemed void and the Customer shall be responsible for the total cost of any damage.

## 20. Responsibility when accident occurs

1. In the event of any accident, loss or damage arising out of the use of the Vehicle, the Customer will:
  1. Notify ZMH immediately and as soon as is safe to do so, with a maximum of up to 12 hours after the event occurring. If the customer fails to alert ZMH of such situations, the insurance will be invalid and the customer will be responsible for any repairs over and above their security deposit.
  2. Obtain the names and addresses of third parties and any witnesses and report the event to the police by calling 111 or 999 if there are injuries to any parties.
  3. Complete an accident claim form as supplied in the hand book.
  4. Not make any admission of liability to other parties, settlement offer or other like offer;
  5. Assist ZMH in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence (if required by law).
2. The Customer acknowledges that the excess or other amount due in accordance with clause 19 in respect of any damage arising from an accident, loss or damage is payable (and shall be deducted from the Security Deposit where possible) at the time of reporting the event to ZMH and not at the completion of the Rental Period, regardless of which party is at fault.
3. The Customer will pay for any costs relating to the delivery of a replacement vehicle regardless of who is at fault of any given road traffic accident. In the event of an accident regardless of who is at fault, ZMH agrees to assist the customer to locate a replacement vehicle should no replacement be available from ZMH. In this instance ZMH will handover any 3<sup>rd</sup> party provider details to the customer who will be responsible for any rentals charges or delivery costs.
4. No Security Deposit or insurance excess will be refunded until all insurance claims are settled.

## 21. Maintenance

1. The Customer shall take all reasonable steps to properly maintain the Vehicle including tyre pressures, batteries and inform ZMH of any unusual noises which may result in damage to the vehicle if not reported. If mechanical damage is suspected the customer should inform ZMH immediately and not drive the vehicle until instructed otherwise by ZMH.
2. Subject to the terms of this Contract, the Customer will pay for the cost of repairing or replacing tyres damaged during the Rental Period. ZMH will reimburse expenditure reasonably incurred if;
  1. The tyre is defective and is returned to ZMH for inspection; and
  2. The Customer produces relevant receipts; and
  3. The manufacturer accepts liability under the warranty provided.
3. The Customer will be liable for any costs associated with misfuelling. All ZMH motorhomes run on diesel. An admin charge of £25 will be applied to cover corrective action in such cases.

## 22. Credit / Debit Card and Online Payments

1. ZMH currently accept Visa debit, MasterCard and online payments via PayPal (2% charge when using PayPal). We also accept UK Bank Transfers.
2. When payment is made, the Customer agrees that;
  1. ZMH is authorised to complete any documentation and to take any other action reasonably required to recover from the Customer's credit, debit card or online payment issuer all amounts due pursuant to this Agreement, including but not limited to those outlined in clause 9;
  2. they will not dispute their liability to ZMH for any amount due under this agreement and shall be liable to reimburse ZMH for any reasonable loss incurred (including legal costs); and
  3. All transactions under this agreement are conducted in pounds sterling. Where the Customer's payment issuer bills them in another currency then due to exchange rate fluctuations, there could be some variance between the amount initially debited against the Customer's credit or debit card or online payment method and the amount refunded within 7 days after the expiration of the Rental Period. ZMH bears no liability for such variation.

## 23. Joint and Several Liability

1. When the Customer comprises more than one person, each person is liable jointly and severally for all obligations of the Customer pursuant to this Agreement.

## 24. Terminating the Agreement

1. Without affecting any other right or remedy available to it, ZMH may, without notice, terminate this Agreement with immediate effect and repossess the Vehicle at any time (the reasonable costs of which the Customer shall be responsible for) if:
2. the Customer is in significant material breach of any term of this Agreement;
3. the Customer has obtained the Vehicle through fraud or misrepresentation; any statement, representation or warranty made by the Customer in respect to himself or additional drivers is incorrect;
4. the Vehicle appears to be abandoned;
5. the Vehicle is not returned on the agreed return date or ZMH reasonably believes that the Vehicle will not be returned on the agreed return date; or
6. ZMH considers on reasonable grounds that the safety of passengers or the condition of the Vehicle is in danger.

## 25. Consequences of Termination

1. Upon termination of this Agreement however caused:
  1. ZMH's consent to the Customer's possession of the Vehicle shall terminate and ZMH may, without notice and at the Customer's expense, retake possession of the Vehicle and for this purpose may enter any premises at which the Vehicle is located subject to any law, rule or regulation which restricts such access; and

2. Without prejudice to any other rights or remedies of the Customer, the Customer shall pay to ZMH on demand:
  1. all Hire Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 9.2;
  2. any costs and expenses incurred by ZMH in recovering the Vehicle and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

## 26. Release and indemnity of ZMH

Subject to its obligation to deliver the vehicle, I release ZMH, its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this agreement, including but not limited to:

Any loss or damage caused by breakdown, mechanical defect, and accident or the vehicle being unsuitable for my purpose.

Any loss or damage to any property left in or on the vehicle, in any service vehicle or on any ZMH premises or recovered or handled by ZMH.

Subject to any insurance arrangements agreed with ZMH, I hereby indemnify and shall keep indemnified ZMH, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the vehicle.

Instances beyond ZMH control that means they cannot release the vehicle to me due to a prior accident or fault with the vehicle. In this instance, ZMH will endeavour to find a replacement vehicle or give a full refund of the price of hire to the customer.

## 27. Warranty

1. The Customer confirms that all information supplied to ZMH in connection with this agreement is true.

## 28. Unforeseen Circumstances

1. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
2. ZMH will make every effort to ensure that the reserved Vehicle is available for the Customer at the Collection Time.

## 29. Data Protection

1. ZMH shall process your personal data only in accordance with the terms of the Fair Processing Notice at Appendix 1 of this Contract.

## 30. Changes

1. Any changes to the Rental Agreement must be in writing and must be signed by ZMH and the Customer (or their authorised representatives).

## 31. Transfer of the Agreement

1. ZMH may transfer their rights and obligations under these terms to another organisation. Any such transfer will not affect the Customer's rights under this Agreement. The Customer shall not be permitted to transfer their rights to someone else.

### 32. Governing Law and Jurisdiction

This agreement is governed by and construed in accordance with the Laws of Scotland, and the parties submit to the exclusive jurisdiction of the Scottish Courts.

### 33. Severance

1. If any provision or part-provision of the Rental Agreement or these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these documents.
2. If any provision or part-provision of the Rental Agreement or these Terms and Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### 34. Third Party Rights

1. Unless it expressly states otherwise, the Rental Agreement or these Terms and Conditions do not give rise to any rights under the Contracts (Third Parties Rights) (Scotland) Act 2017 to enforce any term of the Rental Agreement or these Terms and Conditions.
2. The rights of the parties to rescind or vary the Rental Agreement or these Terms and Conditions are not subject to the consent of any other person.

### 35. Customer Complaints Procedure

1. If the Customer has a complaint about ZMH it should be reported as soon as possible to allow ZMH to put it right. The Customer Complaints Procedure has the following goals:
  1. To deal with complaints fairly, efficiently and effectively;
  2. To ensure that all complaints are handled in a consistent manner throughout;
  3. To increase customer satisfaction;
  4. To use complaints constructively in the planning and improvement of all our products and services.
2. How to complain:
  1. ZMH would like to sort out any complaint as soon as possible.
  2. Many complaints can be resolved informally. In the first instance the Customer should contact ZMH via email: [customer.care@zoommotorhomehire.co.uk](mailto:customer.care@zoommotorhomehire.co.uk)
  4. If the Customer is still not satisfied or does not wish to accept an informal solution, then a formal complaint may be pursued by writing down the complaint and sending it to: Malcolm Carroll, Zoom Motorhome Hire, 46 Standalane Way, Peebles, EH45 8LR.

### 36. Entire Agreement

The Contract and these Terms and Conditions constitute the entire agreement of the parties and there are no oral undertakings, warranties or agreements between the parties relating to its subject matter.

## Appendix 1

### Fair Processing Notice

#### Introduction

The General Data Protection Regulation outlines 6 principles that all organisations must adhere to. These are:

Personal data shall be:

1. Processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
2. Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes ('purpose limitation');
3. Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimization');
4. Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
5. Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed ('storage limitation');
6. Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

#### How ZMH uses your information

All information taken from forms on our website will be used to provide:

- the Vehicle hire services set out in the Contract
- marketing in relation to similar services unless you tell us that you do not want to receive such information.

#### Information ZMH may collect

Name, Address, Email Address, Images captured on camera/CCTV, telephone numbers, location data, and payment related data.

#### How long ZMH will keep this information

7 years

#### ZMH's approach to information security

To protect your information ZMH has policies and procedures in place to make sure that only authorised personnel can access the information, that information is handled and stored in a secure and sensible manner and all systems that

can access the information have the necessary security measures in place. To accomplish this, all ZMH employees, contractors and sub-contractors have roles and responsibilities defined in those policies and procedures.

To make sure all ZMH employees, contractors and subcontractors understand these responsibilities they are provided the necessary training and resources they need.

In addition to these operational measures ZMH also uses a range of technologies and security systems to reinforce the policies.

To make sure that these measures are suitable vulnerability tests are run regularly. Audits to identify areas of weakness and non-compliance are routinely scheduled. Additionally, all areas of the organisation are constantly monitored and measured to identify problems and issues before they arise.

## **Your rights**

### **The right to access information we hold on you**

At any point you can contact us to request the information we hold on you as well as why we have that information, who has access to the information and where we got the information. Once we have received your request, we will respond within 30 days. There are no fees or charges for the first request but additional request for the same data may be subject to an administrative fee. In order to process your request ZMH may need to verify your identity for your security. In such cases, your response will be necessary for you to exercise this right.

### **The right to correct and update the information we hold on you**

If the data we hold on you is out of date, incomplete or incorrect, you can inform ZMH and we will ensure that it is updated. In order to process your request ZMH may need to verify your identity for your security. In such cases your response will be necessary for you to exercise this right.

### **The right to have your information erased**

If you feel that we should no longer be using your data or that we are illegally using your data, you can request that we erase the data we hold after the Rental Period has expired and all insurance claims have been resolved. When we receive your request, we will confirm whether the data has been deleted or tell you the reason why it cannot be deleted. In order to process your request ZMH may need to verify your identity for your security. In such cases your response will be necessary for you to exercise this right.

### **The right to object to processing of your data**

You have the right to request that ZMH stops processing your data. Upon receiving the request, we will contact you to tell you if we are able to comply or if we have legitimate grounds to continue. If data is no longer processed, ZMH may continue to hold your data to comply with your other rights. In order to process your request ZMH may need to verify your identity for your security. In such cases your response will be necessary for you to exercise this right.

### **The right to data portability**

You have the right to request that we transfer your data to another controller. Once ZMH receives your request, we will comply where it is feasible to do so. In order to process your request ZMH may need to verify your identity for your security. In such cases your response will be necessary for you to exercise this right.

## **Consent**

In those cases where we need your consent to hold your information, we will ask you to check a box on any form requiring consent. By checking these boxes, you are stating that you have been informed as to why ZMH is collecting the information, how it will be used, for how long it will be kept, who else will have access to it and what your rights are as a data subject.

### **Sharing your information**

Where necessary to fulfil our obligations to you, ZMH may pass your details to third parties. These third parties include: ZMH's insurance broker, and insurer, Marker Study Ltd and Police after a motor vehicle accident or enquiry for a motoring offence.

This was accurate on 30<sup>th</sup> September 2020.

### **Contact details:**

If you have any queries about this notice, need further information or wish to lodge a complaint you can use the details below to contact the relevant party.

Data Protection Officer/Data Compliance Contact: Malcolm Carroll

Data Controller: Zoom Motorhome Hire

### **Appendix 1.**

1. In these Hire Terms & Conditions, unless otherwise stated or the context otherwise requires:
  1. 'Booking Deposit' means a deposit payment of 25% of the Hire Charge payable in accordance with clause 2.
  2. 'Collection Time' means the agreed collection time (or window of time) and date stated on the Rental Agreement.
  3. 'Contract' means your contract with ZMH as confirmed via email in accordance with clause 2.2 together with these Hire Terms and Conditions and from the time of signature, the Rental Agreement
  4. 'Customer' means the person or persons nominated as the hirer under the heading 'Hirer's Name / Contact' on the Rental Agreement, any person whose credit or debit card is presented in payment of the customer's charges, or any person who deems themselves to be the legal entity and ultimately responsible for the Vehicle.
  5. 'Delivery' means the transfer of physical possession of the Vehicle to the Customer at the Depot
  6. 'Depot' means the ZMH premises selected at the time of booking and confirmed via email
  7. 'Driver' means the person or persons nominated as the driver(s) under the heading Customer and any Additional Drivers on the Rental Agreement.
  8. 'Hire Charge' means the total charge for the hire of the Vehicle stated on the Rental Agreement, payable by the Customer to ZMH in accordance with clause 2.
  9. 'Rental Agreement' means the rental agreement signed by the Customer and ZMH for the rental of the Vehicle at the time of collection, which shall be subject always to these Hire Terms & Conditions.
  10. 'Rental Period' means the hire period as stated on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control, but exceeding no more than 3 months.
  11. 'Return Time' means the agreed return time (or window of time) and date stated on the Rental Agreement.
  12. 'Security Deposit' means the refundable £1250 held as security by ZMH in relation to this hire.

13. 'Vehicle' means the vehicle as stated on the Rental Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the Vehicle and any replacement or substitute Vehicle which may be provided.
  
2. If any of the terms of the Contract conflict with or contradict each other those terms will over-ride each other in the following order of priority: (1) the Rental Agreement; (2) these Hire Terms and Conditions; and (3) any other document referred to therein.
3. The headings in these Hire Terms and Conditions are intended for reference only and do not affect their construction.
4. Words denoting persons include individuals, companies, partnerships, unincorporated associations and other bodies (in each case, wherever resident and whether or not having separate legal personality) and references to a company shall include any company, corporation or other body corporate wherever or however incorporated or established.
5. A reference to a party is a reference to a party to this Contract, and parties shall be construed accordingly.
6. A reference to a statute, statutory provision or subordinate legislation shall be construed as including a reference to that statute, provision or subordinate legislation as in force at the date of this Contract (and as from time to time amended, re-enacted or replaced) and any subordinate legislation made from time under it.
7. General words introduced by the word other or the use of the word otherwise shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things where a wider construction is possible.
8. Words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and the words includes, including and in particular (or similar term) are not to be construed as implying any limitation and shall be read and construed as if immediately followed by the words without limitation.

I hereby confirm I have read, understood and agree to the terms and conditions laid out above:

Print name: .....

Signature: ..... Date: .....