

## General Terms and Conditions

Please read these terms and conditions carefully before you submit your reservation to us. These terms tell you how we will provide a rental vehicle to you, how you or we may change or end your reservation, what to do if there is a problem and other important information about your reservation and rental of the vehicle.

### 1. Definitions and Interpretation

The following defined terms are used and correspond to the following-

“**We**” or “**Us**” or “**Our**” means Luxury Winnebago Scotland Ltd, a company registered in Scotland with company number SC664589, having its registered office at c/o Robb Ferguson, Regent Court, 70 West Regent Street, Glasgow, G2 2QZ and The Sport Production Company Ltd, a company registered in England with company number 6900345, having its registered office at Fitool Hedge Farm, Bayleys Lane, Wilmington, Polegate, East Sussex BN26 6RT.

“**You**” and “**Your**” means the driver and/or hirer of the vehicle as named under the terms of the Booking Form.

“**Booking Form**” means the booking form to be completed by you.

“**Campervan or Motorhome**” means the vehicle which has been hired under the terms of the Rental Agreement and any substitution vehicle that has been supplied under those terms. All items supplied with the vehicle including but not limited to toolkit, spare wheel or fast fix kit, keys, parts and accessories, fire extinguisher, first aid kit, vehicle documentation and any items supplied as part of the basic vehicle inventory including cooking and dining equipment and camping table and chairs.

“**Rental Agreement**” means the online Booking Form, together with these terms and conditions being the hire documentation completed by you.

“**Rental Period**” means the period stated on the Booking Form by which you shall have possession of the Campervan/Motorhome.

“**Security Deposit**” means the security deposit held at commencement of hire, such amount to be detailed in the Booking Form.

### 2. Contract

2.1 Your contract for the reservation and rental of a Campervan or Motorhome is made with LuxuryWinnebago.com owned by The Sport Production Company Ltd.

2.2 You can make a reservation for rental by completing the booking form on the company website [www.luxurywinnebago.com](http://www.luxurywinnebago.com). You will thereafter receive a reservation confirmation email.

2.3 Your contract with us is formed by the reservation confirmation email and the Rental Agreement.

2.4 By providing us with your email address you agree to be provided with a copy of the Rental Agreement electronically.

2.5 These terms and conditions as stated within supersede all previous versions whether online or in printed format.

### **3. Contact Details**

3.1 You can contact us using the contact details shown on your reservation confirmation email and Booking Form.

3.2 If we require to contact you, we will do so by telephone or by writing to you using the email address or postal address you provided to us in the Booking Form.

### **4. Driver Qualification**

4.1 The hire of a Campervan or Motorhome from us is subject to you and any additional drivers meeting the following requirements-

- Must be between the ages of 25 and 70. If you are under the age of 25 or over 70 then you should contact us directly for more details.
- Must have held a full driving licence for a minimum of 2 years. Your original driving licence and the original driving licence of each of your additional named drivers must be produced for inspection and validation by us. If a driving licence does not pass our licence validation checks then the licence holder cannot drive the vehicle.
- Must hold a driving licence with entitlement to drive vehicles up to 3500kg MGVM. For our vehicles over 3500kgs you must have C1 on your licence.
- Holders of a UK driving licence must be able to produce a DVLA access code.
- Must not have had any insurance declined, policy cancelled or renewal refused.
- Must not have any more than 6 points on their licence for minor offences such as speeding.
- Must not have been disqualified from driving within the last 5 years
- Must not have been convicted of any driving offences including, but not limited to, accident offences (endorsement code AC), disqualification (endorsement code BA), careless driving (endorsement code CD), reckless/dangerous driving (endorsement code DD), drink (endorsement code DR), drugs (endorsement code DG), insurance (endorsement code IN), licence offences (endorsement code LC) or theft or unauthorised taking (endorsement code UT).
- Must not have been involved in more than one accident in the past 3 years whilst driving.

4.2 We will not be able to rent a Campervan or Motorhome to you or allow someone to drive the vehicle if these requirements are not met. If the requirements are not met, and you have reserved a Campervan or Motorhome you may still be required to pay part or all of the total charges due to us under the Rental Agreement.

4.3 Certain medical conditions are notifiable to the DVLA. As long as you are not driving against medical advice, we will not refuse to hire a Campervan or Motorhome to you on the grounds of

disability where you have notified the DVLA of a notifiable medical condition and you otherwise meet all of the requirements within these terms and conditions.

- 4.4 To the extent that the law permits, we can refuse to rent a Campervan or Motorhome to you, in particular, we may refuse to rent the vehicle to you if we believed that any driver is under the influence of alcohol or drugs, or if you or anyone in your party, is in our opinion is abusive or threatening to our team.

## **5. Use**

5.1 During the period of hire, you agree that the Campervan or Motorhome shall not be:

- Driven outside of the UK unless given express permission and paid any relevant insurance charges.
- Driven in a manner that is not cautious, prudent or normal, or which could cause damage.
- Driven on any unsealed or unauthorised roads or in an area that is designated as prohibited.
- Driven on any beaches or in any salt water.
- Driven by a person that is deemed to be unfit to drive through consumption of alcohol or drugs or where the legal limit of the blood alcohol level has been exceeded.
- Driven by any person(s) not being named on the Rental Agreement at the commencement of the hire.
- Driven by any person who has given a fictitious or false name.
- Left unattended while being unlocked.
- Left with the keys in any area of the vehicle.
- Used for any illegal purpose or for any speed trials, race, rally or contest.
- Used to propel or tow any vehicle or trailer.
- Used to carry any passengers or property for hire or reward.
- Used to carry more passengers than is permitted by any relevant authority by exceeding the amount of fitted seatbelts.
- Used to carry volatile liquids, gasses, explosives or other corrosive or inflammable material.
- Otherwise in accordance with the terms as stated and agreed under this Rental Agreement.

5.2 During the period of hire, you are responsible for the following:

- Keeping the Campervan or Motorhome under your control throughout the hire period.

- Keeping the keys safe at all times. All costs to replace lost or damaged keys will be your responsibility. One set of keys shall be provided to you at the start of the rental. Duplication of keys is expressly prohibited.
- 5.3 You are responsible for ensuring that seatbelts are worn by all passengers in the manner they were designed for.
- 5.4 The Campervan or Motorhome shall be returned to us by 11.00am on the return date.

## **6. Insurance**

- 6.1 Fully comprehensive insurance cover is included for the hirer of the Campervan or Motorhome providing the hirer meets the conditions as set out in clause 4.1.
- 6.2 There may be additional drivers added to the Rental Agreement, providing they meet the conditions as set out in clause 4.1.
- 6.3 The insurance only covers damage to the exterior of the Campervan or Motorhome in the event of any accident with a 3rd party or property and excludes 'roof damage' which is deemed as wilful negligence.
- 6.4 Interior furniture and fittings as well as any additional item included under the terms of the Rental Agreement are not covered for any loss or damage, these items will be charged at a cost of replacement and any related costs associated with the replacement.
- 6.5 Any damage to tyres, wing mirrors and windscreen and any theft of personal property is not covered by our insurance, and any such damage shall be at your expense.
- 6.6 The insurance is only valid for the Rental Period shown on the Rental Agreement. Any late return of the Campervan or Motorhome or allowing a person that has not been named on the Rental Agreement to drive, will invalidate the insurance cover and constitute a traffic offence under the Road Traffic Act in which you will be liable to prosecution. In the event of the insurance being invalidated, you accept that you are liable in full for any damage to the Campervan or Motorhome, personal injuries, third party property as well as any other related liabilities after the expiration time of the insurance cover. An additional surcharge will also be applied to you at a rate of £50 per hour for the first 3 hours or part thereof and the balance of the Security Deposit thereafter. Any additional costs incurred by us will also be re-charged in addition to the surcharge. Should you wish to extend your hire after collection of the vehicle, please contact us.
- 6.7 In the event that it is discovered that you or any additional driver does not meet the criteria set out in clause 4.1, the insurance cover will be invalidated and we will hold you responsible for all fines, losses, damages and other costs.
- 6.8 In the event that any of the criteria set out in clause 4.1 has an insurance surcharge applied, you agree that you will borne this additional expense.
- 6.9 You shall be responsible for any and all of our uninsured losses which may arise as a result of the hire.

6.10 In the event of more than one insurance claim being presented, you accept that you are liable for the excess amount for each and every incident.

6.11 Claims involving 3rd parties also have the excess payable until re-imburement has been received from the 3rd party insurers after which time the amount will be returned. We cannot be held responsible for the time that insurance claims take to be settled.

## **7. Reservations**

7.1 Enquiries can be made using the online enquiry form on our website, by email to [info@luxurywinnebago.com](mailto:info@luxurywinnebago.com) or by calling Jo Lee on 07712 339956.

7.2 Campervans or Motorhomes are subject to availability and eligibility.

7.3 If a selected vehicle or selected dates are no longer available, alternatives will be offered before confirming the reservation.

7.4 A non-refundable deposit will be required to confirm the reservation. Such deposit shall be 25% of the total hire charges and shall be paid immediately upon booking.

7.5 A booking is only confirmed once you have received a reservation confirmation email. From this point you are obligated to hire the Campervan or Motorhome (unless you cancel or vary your reservation in accordance with these terms and conditions).

7.6 All outstanding hire balances must be paid no later than 4 weeks prior to the commencement of the hire. If a booking is not paid in this time, it will be cancelled and the 25% deposit will be non-refundable. If the rental is still required, a 2.5% interest on the balance will be added daily until the outstanding balance is paid.

7.7 All payments for rentals must be paid by credit or debit card or by bank transfer. We do not offer the option to pay by cheque or cash. We must receive a fully traceable payment from the driver of the vehicle. All payments are made in GBP.

## **8. Making Changes to your Reservation**

8.1 You can request changes to your reservation at any time up to one day before the date of hire by contacting us.

8.2 If we can accommodate your requested changes, we will let you know as soon as possible and confirm with you the changes to be made to your rental, including any changes to the charges that you will need to pay for you rental.

8.3 You may be charged an administration fee for making a change to your reservation.

## **9. Cancelling your Reservation**

9.1 In the event of a cancellation by us, the full amount of charges paid by you will be refunded.

9.2 In the event of a cancellation by you, the following fees will apply:

- More than 4 weeks before the start date of the hire – loss of deposit.

- Between 2 and 4 weeks before the start date of the hire – 50% of total hire charge.
  - Two weeks or less or in the event of a no-show – 100% of total hire charge.
- 9.3 All cancellations must be submitted in writing to [info@luxurywinnebago.com](mailto:info@luxurywinnebago.com). It is strongly advised that hirers take out their own insurance against any unavoidable cancellation.
- 9.4 The cancellation fees compensate us for having held the Campervan or Motorhome for you without any rental transaction taking place. You agree that we charge you the applicable amount specified above against the payment card you gave details when you reserved the Campervan or Motorhome and give us permission to debit such payment card for this amount when you provide your payment details during the reservation process.

## 10. Collection of Campervan or Motorhome

- 10.1 The collection of the Campervan or Motorhome is at 2pm. This is to allow for cleaning and preparation from the previous hire.
- 10.2 At least 14 days prior to the collection of the Campervan or Motorhome, you and any additional drivers must present the following-

- If a UK resident, you must provide a total of 2 proofs of address from the following list:

- |                                     |                         |
|-------------------------------------|-------------------------|
| • Electricity (bill/statement)      | • Student loan          |
| • Water (bill/statement)            | • Shotgun licence       |
| • Gas (bill/statement)              | • Payslip               |
| • Broadband/Landline                | • Mobile Phone Bills    |
| • Council tax                       | • Pension letters       |
| • TV licence                        | • Car Finance Statement |
| • Bank Statement                    | • Loan Statement        |
| • Credit card bill / statement      | • Property deed         |
| • Mortgage statement                |                         |
| • Polling card                      |                         |
| • HMRC self-assessment / tax credit |                         |

An annual council tax bill will be accepted. All other documents must be dated within **90 days** of the hire date. The address and name on your driving licence must match both documents. We cannot accept any document relating to insurance or any document that does not meet the above criteria.

- A DVLA check code
- 10.3 On day of collection of the Campervan or Motorhome, you and any additional drivers must present the following-
- Driving licence held for a minimum of 2 years.
  - If an international customer, a passport.
  - Credit card in the driver's name for the stated Security Deposit.

- 10.4 Failure to supply the required documents will be deemed as a cancellation and the applicable cancellation fees will apply.
- 10.5 You agree that you accept all liability for additional drivers of the Campervan or Motorhome and it is your responsibility to ensure that no one other than those persons stated on the Rental Agreement, having met the driver eligibility requirements as stated by the insurance company, are permitted to drive.
- 10.6 You acknowledge that delivery of the Campervan or Motorhome and the contents are free from any defect or damage and are complete other than as specified by us. You must check the Campervan or Motorhome before leaving the hire depot and any existing damage to the Campervan or Motorhome requires to be recorded on a Vehicle Condition Report.
- 10.7 We shall endeavour to have the Campervan or Motorhome ready for the collection time stated, however, we are unable to guarantee that it will be ready due to unforeseen operational issues. In the event that the Campervan or Motorhome is not ready at the stated collection time, we are under no obligation to offer any refunds or a revised return time nor any compensation for pre-booked ferries/events etc. The motorhome must still be returned at the stated time of 11.00am.
- 10.8 We will not be responsible for any third party damages or claims in connection with or as a consequence of any accident or breakdown.
- 10.9 Every effort is made to ensure the Campervan or Motorhome is in a roadworthy and safe condition before the commencement of the hire. We shall not be liable for any consequences arising from any defects or mechanical failure of the Campervan or Motorhome which all reasonable precautions have been taken to prevent such occurrences.
- 10.10 The Campervan or Motorhome is provided with a full tank of fuel. It is your responsibility to refuel the Campervan or Motorhome while on hire and prior to returning to us.
- 10.11 A full gas cylinder is supplied with the Campervan or Motorhome. If additional gas is required, it is your responsibility for the cost.
- 10.12 You are responsible for checking the oil and water levels of the engine on a daily basis and any other necessary Campervan or Motorhome components such as tyre pressures/condition etc. Ad-Blu will be required to be topped up in certain vehicles during your hire.
- 10.13 You are responsible for the payment of any toll road charges as defined by the toll road authority.

## **11. Substitution of Motorhome**

- 11.1 We will do everything to provide the Campervan or Motorhome as booked, however, in any instances out with our control, we reserve the right to offer a substitute vehicle subject to all the terms and conditions of the Rental Agreement. If the substitute vehicle is in a lower tariff, the difference of the rental costs will be refunded - if it is in the same or higher tariff, there will be no refund and also no additional charges.
- 11.2 We will not be held liable for any additional costs that may arise due to the substitution of the Campervan or Motorhome, this includes but is not limited to ferry crossings, campsite fees etc.

## 12. Security Deposit

- 12.1 On collection of the Campervan or Motorhome, a £1200 security deposit **is held against the main driver's credit card as a pre-authorisation**. The **pre-authorisation** is not a charge and no funds have been debited from your account. This hold is released on return of vehicle, provided the vehicle is returned safely and undamaged. An inspection will be conducted upon return of vehicle. Any insurance claim is subject to an insurance excess of £1,200 which will be deducted from the security deposit. For hires over 7 days, the security deposit of £1200 must be transferred by BACS to The Sport Production Company Ltd. Bank details will be supplied prior to commencement of hire if required.
- 12.2 Any damage to the vehicle during the hire period that is not covered by an insurance claim will be deducted from the Security deposit; this will include any loss of equipment, and there will be an hourly labour rate of £65/hour plus VAT applicable to in house repairs required.
- 12.3 In the event that the conditions of the Campervan or Motorhome are not acceptable upon return to us, additional charges may apply (as set out in clause 13 of these terms and conditions).
- 12.4 All payments for additional charges are made in GBP.
- 12.5 The Security Deposit will be held in case of any incidents with the Campervan or Motorhome. In the event of an incident occurring, the Security Deposit will be retained immediately and a further authorisation will be required for the rental to continue.

## 13. Additional Charges

- 13.1 You acknowledge that additional charges may apply to your rental as a result of your use of the Campervan or Motorhome or other incident and/or damage that occurs during the Rental Period, which may include, but shall not be limited to:
- Additional driver surcharges.
  - Young driver surcharges.
  - Enhanced collision damage waiver.
  - Optional equipment.
  - Parking, speeding or other fines or actions that contravene the Road Traffic Act 1988.
  - Any charge for loss or damage or breakages resulting from you not keeping to your responsibilities set out in these terms and conditions.
  - Cancellation charges – please see the section on 'Cancelling your Reservation' for the fees you are responsible for if you cancel your reservation or fail to pick up the vehicle on the agreed dates.
  - Any charges should you wish to take the Campervan or Motorhome from mainland UK.



- Any excess mileage – if you travel over the maximum permitted mileage of 1000 miles per 7 nights hire (pro rata 145 miles per night) we will charge you a 40 pence plus VAT per mile excess mileage charge for each mile you travel over the maximum mileage.
- Refuelling costs and refuelling service charges – if you do not return the Campervan or Motorhome with the allocated level of fuel required, we will charge you for the missing quantity of fuel plus our reasonable refuelling service charge of £20 plus VAT. Vehicles should be refuelled as close to the Luxury Winnebago base as possible. We may ask for evidence of refuelling in the form of a receipt.
- Damage, theft or loss charges. In the event that the Campervan or Motorhome is returned with damage, the cost will be charged at the retail price of the part plus the labour fee for fitting the replacement part.
- Fines, valet or cleaning charges. The vehicle must be returned in the same condition as when hired, with the interior and appliances clean or a charge of £60 plus VAT will be levied.
- For pet friendly vehicles: pets should not be allowed on soft furnishings. If there is evidence of pets having been allowed on soft furnishings a cleaning charge of £60 plus VAT will be levied.
- Chemical toilets must be emptied prior to the vehicle being returned to us. A charge of £100 plus VAT will apply for the cleaning of un-emptied chemical toilets.
- Additional rental days.
- Vehicle recovery and/or repair charges.

13.2 Any additional charges may be taken from the Security Deposit. In the event that charges, including damage repairs and replacement exceed the level of Security Deposit paid, you will be charged any additional sum to cover this excess and that sum which will be due immediately at the end of the hire.

#### **14. Breakdowns**

14.1 All Campervan or Motorhome supplied by us are checked prior to the start of each rental. It is your responsibility to check the oil, water and tyres on a daily basis to reduce the risk of breakdowns.

14.2 In the event of a mechanical breakdown, please contact our Transport Manager Gerry Begley on 07737 462281 and we will contact the appropriate breakdown service for the vehicle if required.

14.3 We must be made aware of any breakdown or damage at the earliest convenience either by calling our Transport Manager Gerry Begley on 07737 462281 or by email to [info@luxurywinnebago.com](mailto:info@luxurywinnebago.com).

14.4 We will reimburse you for reasonable costs incurred up to £50 for any breakdowns which must have a valid receipt provided on return. Any costs over £50 must be authorised by us prior to the expenditure. Any costs not authorised will be at your expense.

- 14.5 We will not be held liable for any additional costs incurred for hotels, replacement vehicles or consequential expenses as a result of any breakdown.
- 14.6 Any breakdown that is deemed to be operator error, for instance, leaving the vehicle headlights on causing the vehicle battery to go flat, will be at your cost.
- 14.7 In the event a breakdown is caused by mis-fuelling, you will be liable for all costs incurred including draining and flushing the fuel system, any engine parts including seals that need replaced including the relevant labour charge due to the mis-fuelling along with a full tank of fuel.

## **15. Accidents**

- 15.1 In the event of the Campervan or Motorhome being involved in an accident, however small, the full details must be filled out on an Accident Report Form which shall be provided to you.
- 15.2 You shall participate as an insured driver under a comprehensive motorhome insurance policy.
- 15.3 You agree to protect our interests and the insurance company in the event of an accident during the hire term by:
- Notifying the police immediately if there is property damage or if people are injured and in order to determine fault for insurance purposes.
  - Not admitting any guilt or liability.
  - Obtaining names and addresses of parties involved and witnesses.
  - Not abandoning the Campervan or Motorhome without adequate provisions for safely guarding and securing same.
  - Notifying us immediately of any loss or damage occurring to the Campervan or Motorhome and of any fault. Please indicate if the Campervan or Motorhome is not roadworthy or is liable to cause danger to any person or property
- 15.4 The motorhome should not be used until the damage has been repaired, corrected and fault determined.
- 15.5 You are liable for any and all overhead damage however caused.
- 15.6 All incidents related to tyres including punctures are your responsibility.
- 15.7 Responsibility for damage to the contents of the Campervan or Motorhome while on hire lies with you.
- 15.8 Personal possessions are not covered. We shall not be liable for loss or damage to any property left, stored, or transported by you or any other person in the Campervan or Motorhome either before or after the return to us. You hereby agree to hold us harmless from and indemnify us against all claims based upon or arising out of such loss or damage. You are strongly advised to take out holiday insurance.

## **16. Return of Campervan or Motorhome**

- 16.1 The Campervan or Motorhome must be returned no later than 11.00am as shown on the Booking Form. Failure to return at the specified time will incur a charge of £50 plus VAT per hour for the first 3 hours or part thereof after which the full Security Deposit will be chargeable.
- 16.2 There is no refund for returning earlier.
- 16.3 On return, the Campervan or Motorhome will be given an initial check over to look for any apparent damage or missing articles, a full check will be carried out during the cleaning process. Any issues including cleanliness, damage, missing items, fuel etc, will be communicated prior to the additional charge being taken and an invoice supplied showing the costs of repair/replacement.
- 16.4 Providing there are no issues found when the Campervan or Motorhome has been checked, the Security Deposit will be released on return of motorhome. Once this has been processed, we have no control over the time it will take to be released by your credit card.

## **17. Pets**

- 17.1 We welcome well behaved dogs into our Campervan or Motorhome which have been designated pet friendly. The intention to bring a pet need to be brought to our attention prior to your reservation being confirmed to ensure a pet friendly motorhome is being offered.
- 17.2 There will be additional costs for pets of £30 per pet.
- 17.3 It is your responsibility to ensure that any dog travelling in one of our Campervan or Motorhome is properly restrained. Pets are not permitted on the soft furnishings. If there is evidence of pets having been allowed on soft furnishings, a cleaning fee of £60 plus VAT will be levied
- 17.4 In the event that you have a pet which has not been disclosed, you accept that an increased pet surcharge of £60 plus VAT will be levied for the deep cleaning that is required for the Campervan or Motorhome to become allergen free.

## **18. Smoking**

- 18.1 Smoking is strictly forbidden inside the Campervan or Motorhome, even with the windows open. Any infringement of this rule will incur a minimum charge of £300 plus VAT.

## **19. Weather Conditions**

- 19.1 We cannot be held responsible in the event of any damage or inconvenience caused by inclement weather. This includes but is not limited to rooflights or windows being blown off.

## **20. Changes to Terms and Conditions**

20.1 We reserve the right to alter our terms and conditions at any time. We also reserve the right to refuse or cancel a hire to any person without warning or explanation. Additions to, or alterations of the terms of this agreement shall be null and void unless agreed upon in writing by all concerned parties.

## **21. Ending the Agreement**

21.1 We will end the agreement immediately and repossess the Campervan or Motorhome in the following circumstances:

- we find out that your belongings have been taken away from you to pay off your debts;
- a receiving order has been made against you;
- if you do not meet any of the conditions of this agreement;
- you have obtained the Campervan or Motorhome through fraud or misrepresentation;
- the Campervan or Motorhome appears to be abandoned;
- if you are a company, if you go into liquidation or you call a meeting of creditors.

21.2 If we end this agreement, it will not affect our right to receive any money we are owed under the conditions of this agreement.

## **22. Governing Law**

22.1 These terms and condition and the Rental Agreement are governed by the laws of Scotland. Any dispute may be settled in the Scottish courts.

## **23. Data Protection and Privacy**

23.1 What personal information do we collect? The information we collect includes some or all of the following: Your full name; Your contact information including home address, email address and telephone number; proof of address documentation; proof of identity documentation; copy of and proof of eligibility to drive; age and date of birth; disability information (in as far as this is necessary to ensure that an appropriate vehicle is available for use); previous insurance recorded; information about any unspent driving endorsements and/or prohibitions; nationality; method of payment and creditworthiness; and reason for vehicle hire.

23.2 In addition to the above, where you would like additional driver(s) added to the Rental Agreement, we will ask you to provide some of the above information in relation to the additional driver(s). When you provide this information on their behalf, please ensure that you have got their permission to provide the information to us and that you have made them aware of how we will process their personal information as set out below.

23.3 How we will collect your personal information. We may collect information about you from when you contact us (including any email address, Internet Protocol (IP) address or telephone number supplied by your electronic service provider) or if you use our products or services, or engage with our website or other online applications.

23.4 How we will use your personal information. We will use (or process) your personal information and that of each additional driver named on your Rental Agreement in order to:

- Provide the rental services to you, including to enter into and manage our contract with you (including reservations, payments and other contract management requirements);
  - Decide whether to rent a vehicle to you and carry out relevant identity and driving licence checks on you and each of your named additional drivers (including that each driver holds a valid driving licence and to check for any unspent endorsements);
  - Manage, investigate, and otherwise handle any claims under the insurance policies described in these terms and conditions;
  - Process any fines or penalties incurred during the rental period;
  - Communicate with you in person or by mail, email, telephone, text (SMS) or other electronic means for any of the above reasons, including as part of “information only” communications in which we communicate with you to inform you about the particular vehicle you have booked or your rental;
  - Enable us to comply with our legal, regulatory and other good governance obligations (including our auditing or reporting requirements);
  - Anonymise your personal information in order to use the anonymised aggregated data for our own legitimate business purposes;
  - Enable us to carry out such processes which are in our legitimate business interests (as in compliance with the data protection laws), including: to help us improve our products and services (including through the use of your aggregated and/or anonymised data for customer modelling, statistical and trend analysis); for quality control; security; training; internal record keeping; protection of our assets, and/or notify you about changes to our services.
- 23.5 Subject to your prior consent, we may use your personal information to carry out direct marketing including to send you marketing communications.
- 23.6 We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.
- 23.7 We will share some of your personal information with our 3<sup>rd</sup> party partner, More:Trees in order to fulfil our promise to plant a tree for everyday of your hire. This will just be your name and email address. You can read more about how they use your Personal Information here <https://moretrees.eco/privacy/>
- 23.8 Please note that we may process your personal information without your knowledge or consent, where this is required or permitted by law.
- 23.9 Please note that marketing communications are separate and distinct from “information only”, or “service” communications which we do not require consents for as we need to communicate with you to inform you about the particular vehicle you have booked or your rental, using contact details you have provided for this purpose.

- 23.10 We may also disclose specific information about you upon lawful request by HMRC, government authorities, law enforcement and regulatory authorities where required or permitted by law. Personal information may also be released to external parties in response to legal process and when required to comply with applicable laws and regulations, or to enforce our agreements, corporate policies and terms of use, or to protect the rights, property or safety of our businesses, in the event of any corporate transaction (such as the sale of the rental business), employees, agents, customers and others as well as to parties to whom you authorise us to release your personal information.
- 23.11 The data that we collect from you may be transferred to, and stored within, a destination outside the European Economic Area (“EEA”). In those instances, we will ensure that appropriate safeguards are in place for that transfer and storage as required by applicable law.
- 23.12 How we keep your information secure. We maintain appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties, such as More:Trees who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality. Details of these measures may be obtained using the contact details shown on your reservation confirmation email and Rental Agreement.
- 23.13 How long we keep your information. We do not retain personal information in an identifiable format for longer than is necessary except where the law requires us to hold your personal information for a longer period, or delete it sooner. Further information regarding our retention policy may be obtained using the contact details shown on your reservation confirmation email and Rental Agreement.
- 23.14 Your rights in respect of your personal information. You have the right to access the personal information that we hold about you and make corrections if necessary. You also have the right to withdraw any consent you have previously given us and ask us to erase information we hold about you. You can also object to our use of your personal information (where we rely on our business interests to process and use your personal information). You can exercise these rights and/or manage your information by contacting us using the contact details shown on your reservation confirmation email and Rental Agreement.