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Dark Peak Camper Vans Ltd. - Self Drive Rental Terms and Conditions (Rental Terms v1.0 22nd July 2024)

These terms and conditions apply to all hires of Dark Peak Camper Vans Ltd. vehicles and as such must be accepted by customers during the booking process for us to be able to proceed with a booking.

1) Definitions and Interpretations

In these terms and conditions, the headings in this section in bold have the meaning described against each of them.

Agreement

The self-drive hire agreement comprising these terms and conditions, the Booking Form, the Booking Confirmation, the policy or policies of insurance covering the Vehicle and equipment/inventory of ours that you also hire, our invoice(s) and any correspondence we send to you containing details of the Vehicle and/or Hire Period and/or pricing and/or payment.

Booking Confirmation

The email sent to you with these terms and conditions and the Booking Form attached confirming the specific details and hire charge of the booking and confirming the Booking Deposit has been taken and next steps you need to take. The Agreement comes into effect when we send this communication.

Booking Form

The form or online booking completed above at the time of booking, which details the hirer's full name, date of birth and permanent address, Hire Period, the Vehicle requested, the names, number and ages of any additional drivers and passengers, any optional extras the total charge for the booking and the deposit taken.

Hire Period

The period for which you request to hire the Vehicle, as shown by the Booking Form, including any extension to that period by reason of delayed return of the Vehicle (whether by agreement or not)

Security Deposit

We require a sum of £750 to be secured with us before the start of the Hire Period for the purposes set out below. This must be paid in cleared funds in the form of bank transfer or card payment before you will be allowed to drive the Vehicle.



Vehicle

The vehicle hired to you under this agreement and specified in the Booking Confirmation and/or the Vehicle handover/return form.

We, Our, Us

Dark Peak Camper Vans Limited, company registration number 12891439.

You, Your, Hirer

The person or persons signing this agreement as hirer of the Vehicle, who completed the Booking Form, (and “your” and “yours” are to be interpreted accordingly).

2) Hire

We hire the Vehicle to you subject to this Agreement. By accepting these terms and conditions you confirm that you will strictly comply with the terms of the Agreement between us, and you must only accept these terms and conditions if you wish to be legally bound by them. You must not transfer or sub-hire the benefit to you of this Agreement, or claim in any circumstance to own the Vehicle or to have rights over it beyond those conferred by this Agreement. We may transfer or assign the benefit of this Agreement to a third party, but only if we ensure that the third party is bound by and will honour its terms. We permit you to use the Vehicle only upon the terms and conditions of this Agreement.

3) Booking

The Total Hire Cost and £750 refundable deposit must be paid, and Vehicle hire Booking Form must be completed and the Agreement signed before the Vehicle will be handed over.

The balance of the hire charge must be paid at least 28 days before the start of the Hire Period, failing which we reserve the right to rent out the Vehicle to someone else and you will forfeit your booking.

The balance of the hire charge is payable by credit/debit card or by bank transfer.

The £750 Security Deposit must be paid in cleared funds (by bank transfer or by credit/debit card) before you will be allowed to drive the Vehicle, this will usually be paid in person on the day of collection. We do not accept cheques. We reserve the right to refuse or to terminate any hire in our absolute discretion, in such circumstances our liability to you will be limited to the charges you have paid us for your booking and these will be refunded to you, unless the termination is a result of your breach of the terms of this Agreement, in which case the termination would be treated as a cancellation by the Hirer and payment will be subject to the cancellation terms within these terms and conditions. Please note that all bookings made less than 28 days before the Hire Period require full payment at the time of booking. We will make every effort to accommodate amendments to booking dates. However, this may not always be possible.

4) Cancellation

If you cancel once we have confirmed your booking reservation, more than 60 days before the start of the Hire Period, you will be refunded in full. If you cancel within 30 days of the start of the Hire Period, then



100% of the total hire charges will be payable. We accept no liability for any charges or costs you incur as a result of cancellation.

We recommend that customers obtain adequate holiday / travel insurance to cover any unforeseen circumstances.

5) Security Deposit

You must pay this to cover the possibility of damage to the Vehicle, the fixtures and fittings in it (including any optional extras e.g. awning), damage/loss of equipment/inventory included in the hire (this includes but is not limited to keys and fuel), the possibility that a third party brings a claim for damages as a result of an incident during the Hire Period, the possibility that the Vehicle interior is not returned clean and free from odour, the possibility that fines and other legal charges have been incurred during the Hire Period (this includes but is not limited to parking fines, speeding fines, road tolls, the full costs associated with the Vehicle being impounded and on the spot fines), the possibility that the Vehicle is returned late or any other costs incurred by us as a result of your breach of these terms. Note that any such charges will be deducted from, but not limited to the Security Deposit. By entering into this Agreement you accept our right to make such deductions. The Vehicle will have a full tank of fuel at the start of the Hire Period, and must be returned with a full tank of fuel at the end, if it is not we will charge you for the cost of fuel, plus a Fuel Administration Charge. We will refund the Security Deposit, net of any deductions (for eventualities described in this clause 5), on safe return of the Vehicle and all the equipment/inventory hired out with it, as long as it is in the condition in which it left our premises, and subject to confirmation that no fines and/or other legal charges have been incurred. The Hirer accepts that our decision as to whether the Vehicle is returned in the same condition is final. Please note exterior washing is not necessary. We shall refund your Security Deposit, net of any deductions (for eventualities described in this clause 5), within 2 working days of the end of the Hire Period by bank transfer or refund to your credit/debit card. However, if there is an insurance claim as a result of an incident during the Hire Period, we reserve the right to retain the Security Deposit for as long a period as is necessary to calculate what we must deduct from the deposit so that we are fully compensated. Where we incur costs that we set against the Security Deposit, we will provide you with an itemised invoice detailing those costs.

6) Charges

The Total Hire Cost covers your use of the Vehicle during the Hire Period, and include basic hire charges, insurance (assuming the Hirer meets the conditions of our insurance requirements, there may be extra charges if these criteria are not met), charges for any optional extras chosen by you, and any applicable taxes at rate prevailing at the date of our invoice. Additional charges may arise from your use of the Vehicle during the Hire Period for eventualities described clause 5 and we will raise a separate itemised invoice for such charges. All charges are subject to final calculation after the end of the Hire Period and where possible will be deducted from the Security Deposit. Where charges exceed the Security Deposit we will require a balancing payment to satisfy our invoice, which will be due within 14 days. Some additional charge scenarios described in clause 5 can only be known/calculated following the Hire Period and receipt of third party charges, however some are charges set by us.

Our standard rates for those potential additional charges set by us are:

- Unauthorised Late Return Charge, which is £60 per hour or part thereof.



- Prior agreed late returns will be charged at £30 per hour.
- Fuel Administration Charge of £25, plus the cost of the fuel if the Vehicle is not returned with a full tank of fuel.
- Vehicle workshop labour rate of £75 per hour or part thereof for any vehicle maintenance required following your use of the vehicle.
- Cleaning Charge of £50 per hour or part thereof if any extra cleaning is required following your use of the Vehicle.
- £25 plus postage and packing per item to return property you leave in the Vehicle, providing you contact us within 7 working days of the end of the Hire Period. This charge covers our time spent arranging the postage.
- Administration charge of £25 per infringement in the case of speeding fines, traffic fines, traffic summons, toll and low emission zone charges.

All charges are inclusive of VAT.

7) Insurance

Insurance is only for the Vehicle and for any equipment/inventory that belongs to the Vehicle. The Vehicle has comprehensive insurance for the named driver, providing that the driver have held a full UK, EU, AU, US, CA, NZ or SA licence for a minimum of 2 years, are aged between 21 and 75. The insurance does not cover towing charges, or where the Vehicle is driven off road, on unsurfaced roads, without due care and attention, negligently, or where the driver is under the influence of alcohol or other drugs. You will therefore be liable for the full costs of damage caused or recovery costs incurred in such circumstances.

Our Vehicle Insurance policy is subject to the following standard requirements:

- No driver to have been suspended from driving a motor vehicle or motorcycle for any period within the last five years
- No driver to have had been convicted of more than 2 offences with a maximum of 3 points per conviction or a single 4 point conviction in connection with the driving of a motor vehicle or motorcycle and/or have had my licence endorsed or penalty points imposed within the last 5 years this includes any expired endorsements that still appear on your driving licence check. (SP, TS or CU offences only)
- No driver to have been involved in more than one road traffic accident within the last 3 years that was judged to be their fault
- No driver who has had their motor vehicle insurance cancelled, declined, refused, or subject to the imposition of special conditions by a motor insurer as a result of claims experience

If you fail to provide us with full and accurate information, your insurance may be invalid. In this case you will be liable for all losses howsoever sustained during the Hire Period, including claims by third parties. In the case of the Hirer being unable to meet the criteria listed above then hire may still be possible subject to an increased insurance excess, security deposit and hire charge. If this cannot be agreed or arranged then the vehicle cannot be hired and the booking cancelled in line with our cancellation policy.

You are advised to take out your own personal effects insurance and obtain adequate holiday / travel insurance to cover any unforeseen circumstances.



We are not responsible for any damage in connection with any accident or breakdown or for any loss from the Vehicle during the Hire Period unless the accident, breakdown or loss is determined by a third party to have been as a result of our negligence in maintaining the Vehicle. You must report to us any incidents involving damage caused to or by the Vehicle during the Hire Period, otherwise the insurance may be invalidated, and you will be personally liable for all costs. If any third party suffers death, personal injury or damage to property caused by use of the Vehicle that involves a breach by you, or any authorised driver, of any of the terms and conditions of this Agreement, or the terms of our insurance policy, you agree to reimburse the total costs to us, if we have to compensate: (a) the insurers for any payment they make to a third party on your behalf; and/or (b) any third party. If the Vehicle is driven off road, on unsurfaced roads, without due care and attention, negligently, or where the driver is under the influence of alcohol or other drugs you will not be covered for any damage to the Vehicle and may be liable for the full cost.

8) Excess

If an insurance claim is made you are responsible for a £750 excess, which is due in respect of each and every incident, and includes loss or damage to the Vehicle, its equipment/inventory, fixtures and fittings, or to third party property.

Excess does not apply to windscreens, windows, wheels, tyres, the undercarriage, the roof and the interior of the Vehicle and you will therefore be liable for the full cost of damage to these. Furthermore the excess does not apply towing charges, or where the Vehicle is driven off road, on unsurfaced roads, without due care and attention, negligently, or where the driver is under the influence of alcohol or other drugs. You will therefore be liable for the full costs of damage caused or recovery costs incurred in such circumstances.

9) Drivers Licence and Identification

You and any additional drivers must have held a full UK, EU, AU, US, CA, NZ or SA driving licence for at least 2 years. We take your declaration of good health to mean that you have no mental or physical disabilities that would interfere with your ability to drive, for example stroke, deafness, heart condition, diabetes, loss of limb, loss of sight in an eye, epilepsy. In addition we take it as meaning that you are taking no drugs likely to affect your driving.

Before you can drive the Vehicle, we require all of the below for each named driver.

- Driving licence information (a photo of your photocard driving licence (valid/in date)
- A driving licence check code, which you can obtain from the DVLA at <https://www.gov.uk/view-driving-licence>.
- Two separate proofs of address from a list of approved documents detailed in the rental documentation.

On the day the Hire Period commences the Hirer must bring their driving licence and proof of address documents. This is to ensure we can physically check the Hirer's likeness to the photo, You agree that only pre-authorised and pre-identified people will drive the Vehicle.



10) Our Obligations

We will supply the Vehicle, or a suitable alternative, to you in good overall and operating condition, complete with all necessary documents, parts and accessories, and adequately insured. We will check the condition (including windscreen, windows, tyres, wheels, undercarriage, roof and interior, which are not insured and therefore any damage is the Hirers responsibility) and equipment/inventory of the Vehicle in your presence at the start of the Hire Period and on return of the Vehicle. We will provide a Vehicle handover, showing how the Vehicle and equipment/inventory works and will make you aware of the user/operator guides (including breakdown and accident reporting guides) within the Vehicle.

11) Collection and Return

The Vehicle collection time will be between 14:00 and 17:00 hours on the day the Hire Period commences. We will agree a specific collection time in advance. When you arrive to collect the Vehicle, please ensure you allow at least 30 minutes for us to show you around it, and how to operate the Vehicle, equipment/inventory (such as cooker, fridge, roof, stove, heater, etc.) and any optional extras you have booked. We shall also need to complete the handover documentation within that time, and you will need to transfer your luggage into the Vehicle. The Vehicle must be returned between 09:00 and 12:00 hours on last day of the Hire Period unless otherwise agreed. Please return the Vehicle by the agreed time as you may inconvenience the subsequent booking of the Vehicle, and we will charge a late return charge (see clause 13). Please allow sufficient time to get back to our premises so that you do not need to rush in order to make the agreed return time. If you return the Vehicle outside of the 09:00 to 12:00 window without prior agreement, and therefore nobody is there to carry out a Vehicle return check, you remain fully responsible for the Vehicle until we are able to access and check the Vehicle. Unless otherwise agreed, collection and return will take place at our collection point. By prior agreement we may be able to deliver and pick up the Vehicle at the start and end of the Hire Period, subject to a charge of £1.85 per mile from our registered address to the agreed delivery/pick up address. The charge would be per mile for both the delivery and pick up. If at any time we have agreed that you may return the Vehicle to a place other than our premises, or if we have agreed to collect it, you remain fully responsible for the Vehicle until we have collected it. On return of the Vehicle to our premises or agreed alternative location, we will carry out a vehicle inspection and an equipment/inventory check. Please allow at least an hour for unloading the Vehicle, our inspection and sign off. If the Hirer fails to collect the Vehicle the booking would be treated as a cancellation by the Hirer and payment will be subject to the cancellation terms within these terms and conditions.

12) Pick-ups / Drop offs

Train station pick-up and drop off can be arranged with prior notice.

13) Late Return

If a Vehicle is returned to our premises later than the agreed time, without our prior agreement, you must pay a Late Return Charge (see clause 6) as damages. You will also be inconveniencing the subsequent Vehicle booking and jeopardising our ability to fulfil the subsequent Vehicle booking. Should the late return of the Vehicle make us liable for costs greater than the total payable by you at this hourly rate, the excess is a debt due to us from you. Charges and costs for late return will be deducted from, but not



limited to, your Security Deposit. By entering into this Agreement you accept our right to make such deductions. No refund is given for early return of the Vehicle.

In the case of unauthorised late returns the Hirer and any subsequent drivers become personally liable for any accident or damage to the Vehicle or 3rd party, or 3rd party personal injuries in the period beyond the end of the originally booked (agreed) Hire Period.

14) Cleaning

The Hirer is responsible for returning the Vehicle in a reasonable condition, this includes internal cleanliness and odour and for the avoidance of doubt. An additional charge (see clause 6) may be applicable if the Vehicle needs more than our standard clean upon return to bring it back to its pre-rental condition, allowing for fair wear and tear, or if extra time is needed to 'air' the Vehicle before handing it over to another hirer due to unwanted strong smells such as strong animal odours.

15) Seat Belts, Booster and Baby Seats

You must carry only as many passengers as there are seat belts in the van. You are legally responsible for obtaining and using a child or baby seat. UK Law dictates that a child must use a child car seat until they are 12 years old or 135cm tall, whichever comes first. We take no responsibility for any ill fitted child or baby seats/restraints or seat belts not being worn.

16) Dos and Don'ts

You agree that you will not:

- Carry more passengers than the seating capacity of the Vehicle, allow the Vehicle to be overloaded, or loaded insecurely;
- Tow or push any vehicle, trailer or other object unless you have agreed to tow a trailer at the time of booking;
- Drive on roads unsuitable for the Vehicle (apart from within recognised caravan/campervan sites), should you become stuck at any time while off road you will be responsible for any recovery costs. The breakdown cover does not provide for this;
- Carry any object or any substance which, because of its condition or smell may harm the Vehicle and/or delay our ability to rent the Vehicle again;
- Carry bikes inside the Vehicle;
- Use any cooking appliance inside the Vehicle other than the installed stove;
- Smoke or vape inside the Vehicle;
- Have any naked flame inside the Vehicle (e.g. matches, candles, incense sticks etc.)
- Take part in any race, rally, test or other contest;
- Drive or park in contravention of any traffic or other regulations;
- Use the Vehicle for any illegal purpose;
- Pass the Vehicle off as your own;
- Sell or dispose of the Vehicle, or give anyone legal rights over the Vehicle;
- Use the Vehicle for sub-hiring;
- Drive, or be driven, in restricted areas including, but not limited to, airport runways, airport service roads, and associated areas;



- Undertake driving training activity.

17) Extent of travel

European Union travel is permitted. The Vehicle is fitted with a tracker such that we know where it is at all times. If you are planning to travel to Europe, you can add European Union Vehicle Insurance and Breakdown Cover during the booking process. If you are planning to visit a country that is not on the list then please contact us before booking and we will check whether our insurer can cover that country and if there will be an additional charge to do so. We cannot accept liability if you have planned to visit a country that we cannot secure insurance cover for. You will also have to obtain a VE103 Vehicle on Hire Certificate, please allow sufficient time to obtain this. Please be aware that some countries may require specific permits for travel within that country or parts of that country. It is your responsibility to arrange these in line with your planned itinerary. Where such permits have to be applied for by us as the owner of the vehicle then we will do so on your behalf if you provide us the details and make the request in a timely manner.

18) Fuel

The fuel tank will be full on collection, and must be returned to us full. Fuel is at the Hirer's expense and not included in the charges. The cost of any missing fuel plus a Fuel Administration Charge (see clause 6) will be deducted from your Security Deposit if the Vehicle is returned with the tank less than full. The Vehicle's fuel system will be advised during the Vehicle handover and will be stated on the inside of the fuel flap/cap. In the event that the incorrect type of fuel is used, the Hirer will be liable for all costs to reinstate the Vehicle to full operational use. Using the incorrect fuel type is not covered by the breakdown cover.

19) Camping equipment

The Vehicle has various equipment, such as fridge, chairs, table, crockery etc, and we will provide instructions for using the Vehicle, its equipment/inventory and optional extras, including the health and safety guidelines during the Vehicle handover.

20) Maintenance

If there is damage or breakdown caused by your own actions, you will be liable for the cost of repair/replacement. This could be due to such things as working the engine too hard, or filling with the wrong fuel. This list is not exhaustive. You must check the oil, water, and other gauges, refilling as necessary. The Vehicle handover form will show the mileage on your Vehicle on the day of collection. If you cause damage to the engine through driving too fast (over 70 mph) over too long a period of time, and ignoring the warning lights, you will be liable for any repairs required or even for the cost of a replacement engine. It is the Hirer's responsibility to monitor the fuel, oil, water and coolant levels.

21) Smoking and vaping (e-cigarettes etc.)

It is forbidden to smoke inside the Vehicle or awnings, please respect this rule. You will be liable for any damage (including odour) caused to either, or their contents, through smoking.



22) Keys

We only provide the Hirer with one set of keys for the Vehicle. If keys are lost or damaged, you are liable for the reasonable costs of, and relating to obtaining replacements and further costs if this leads to the theft of the Vehicle.

23) Your Car

During the Hire Period we can store your car for you, please advise us during the booking process if you would like us to store your car. Should you want us to store your car, it will be parked on our premises. Unless damage or loss is caused by our negligence, we cannot accept responsibility for the loss of, or damage to, your vehicle or its contents, whilst it is stored with us.

24) Extent of your authority

You are authorised to drive the Vehicle on the conditions in this Agreement and must, at all times, use the Vehicle in a responsible manner. If you do not comply with these terms and conditions, you will be liable to us for any liability or loss incurred by us or any damages or reasonable expenses we suffer or incur as a result of your breach. You may additionally lose the benefit of any waivers or insurance selected by you. We reserve the right to take back the Vehicle at any time, and at your expense, if you are in breach of this Agreement. You must look after the Vehicle; make sure it is locked, secure and parked in a safe place when not in use. You must use seat belts, child seats and other child restraints as appropriate.

25) Security

Whilst the Vehicle is in your care, you are responsible for ensuring that all reasonable precautions are taken against damage to, or theft of or from the Vehicle. When you leave the Vehicle, ensure all windows are closed, doors are locked and you have the keys. Do not give the keys to anyone else or permit unauthorised persons to drive the Vehicle. Do not leave valuables on display, or leave the Vehicle in a vulnerable position, such as on a junction or street corner, poorly lit or unsuitable areas. Taking these basic precautions will help reduce the risk of unwelcome attention and the distress this can cause.

26) Loss or Damage

You will be liable for all losses and costs we incur in the event of loss, damage to, or theft of the Vehicle, or any parts or accessories, while in your possession, whether this damage, loss or theft involves deception of, or on the part of you or a third party, or as a result of the keys remaining in the Vehicle whilst it is unoccupied, or was caused intentionally by you or your party. Your liability may include the cost of repairs, loss in value of the Vehicle, loss of rental income, towing and storage charges and an administration charge, which covers our costs for handling any claim arising from damage caused to the Vehicle, unless responsibility for the damage lies with us or has been determined by a third party or their insurers to lie with the third party. You will not be liable to us for any charge or excess, if the loss or damage is directly due to our negligence or breach of this hire agreement. You will be liable for the loss or damage to any in-car entertainment equipment, our insurance does not cover these items. You must notify us immediately



in the event of the above – if we have another hire who requires the equipment we must take steps to arrange for it mending or replacing.

27) Breakdown

If you have any difficulties please report these immediately to us. In the event of breakdown, recovery or repair services will be provided. The Vehicle has breakdown assistance as standard, which includes assistance anywhere in Europe. Contact details are provided in the Vehicle and were shown to you during the Vehicle handover. We must pre-authorise all repair costs. Unless a breakdown is as a result of your breach of these terms and conditions, we will be responsible for repair costs as a result of breakdown. However, we cannot accept liability for any consequential costs you may incur arising from accident, breakdown or any other cause, e.g., replacement vehicle costs, disrupted or re-booked travel or accommodation, phone calls, etc. We recommend that customers obtain adequate holiday / travel insurance to cover any unforeseen circumstances. If you have broken down, you must remain at a safe distance from the Vehicle until the Roadside Recovery Service arrives. You must not abandon the Vehicle at the roadside. You must hand over the keys to the Roadside Recovery Service. If you wish to continue your journey with another form of transport, you do so at your own cost, and only after the Roadside Recovery Service has arrived and you have handed over the keys for the Vehicle. Alternatively, you will need to return to our premises, preferably with the Roadside Recovery Service returning your original Vehicle. If you arrange alternative transport to our premises you do so at your own cost. We will use reasonable efforts to provide a replacement vehicle if one is available.

28) Habitation Equipment or Accessory Breakdown

Breakdown of an item of on-board equipment/inventory may not render the Vehicle unusable or necessitate in the curtailment of your holiday. In the first instance, please contact us so that we may establish whether the problem can be resolved during the Hire Period. This may mean a visit to a dealership or repair centre. Reasonable agreed costs, supported by a VAT receipt, will be reimbursed. Please do not attempt DIY repairs.

29) Accidents, theft and vandalism

You must, where possible, report any traffic accident involving the Vehicle to the police (and to us) immediately, and report loss, damage or theft involving the Vehicle to the police (and to us) within 24 hours of, or of discovery of the incident. You will need to return to our premises, preferably with the Roadside Recovery Service returning your original Vehicle. If you arrange alternative transport to our premises you do so at your own cost. We will use reasonable efforts to provide a replacement vehicle if one is available. You must not admit to any liability, release any party from liability, settle any claim or accept any disclaimer in the event of the accident, but must take the names and addresses of everyone involved, including witnesses. We also request that you gather photographic evidence in the event of an accident. In case of theft, you must return the keys to us. Unless the accident or loss is determined by a third party to have been as a result of our negligence in maintaining the Vehicle we will not refund the hire charge for any days you lose use of the Vehicle due to an accident, theft or vandalism. However, we cannot accept liability for any consequential costs arising from such events, e.g. replacement vehicle costs, disrupted or re-booked travel or accommodation, phone calls, etc. We recommend that customers obtain adequate holiday / travel insurance in the event of any unforeseen circumstances. You agree to co-



operate with us and our insurers in any investigation, or in subsequent legal proceedings, arising out of any loss of or damage to the Vehicle.

30) Pets

We do not currently allow pets to be transported or stay in our vehicles.

31) Your Liability

You are personally liable for all road tolls, fines, clamping charges and legal penalties (e.g., parking tickets, speeding fines) which are incurred during the Hire Period. Any charges notified to us after we have released, or to a greater sum than, the Security Deposit will be immediately invoiced to you, and we require payment within 14 days. You are liable for any losses or damage caused by you and/or your party, and we cannot accept liability for any losses or damage, or liability caused by you to yourselves or third parties, or your or their property. You are fully responsible for damage caused by failure to assess the height of the Vehicle and striking overhead or overhanging objects. The Vehicle dimensions displayed on the windscreen of the vehicle. You will be responsible for any liability caused by damage to overhead or overhanging objects and resultant damage to third parties and their property. You are liable for the full cost of any damage caused to the windscreens, windows, wheels, tyres, the undercarriage, the roof and the interior of the Vehicle as these are not insured. You are also liable for the full cost of any towing charges, or where damage or loss is caused to any part of the Vehicle if the Vehicle is driven off road, on unsurfaced roads, without due care and attention, negligently, or where the driver is under the influence of alcohol or other drugs as these circumstances are not insured. You must use the Vehicle and its contents responsibly and comply with our instructions and health and safety guidelines. Where no instructions or advice or guidelines are given, we expect you to apply common sense.

32) Events Beyond Our Control

Unfortunately, events beyond our control occasionally affect bookings and our ability to provide you with the Vehicle assigned to your booking. This could be due to (amongst other things) an issue with the Vehicle such as breakdown, it being involved in an accident, unforeseen damage to it, equipment malfunction, late return by previous hirer, theft. We therefore reserve the right to provide you with a suitable alternative vehicle, without notice (it is not always possible but we will provide notice if we can). Should a suitable alternative not be available our liability to you is limited to a full refund of the charges you have paid to us in respect of this Agreement. We cannot accept any responsibility or liability to you to pay any compensation, costs or expenses where you suffer any loss or damages as a consequence of the performance of this Agreement being prevented or affected. The offer of a suitable alternative vehicle or refund shall be an exclusive remedy in respect of any loss, costs or expenses you incur as a consequence of the performance of this Agreement being prevented or affected.

33) Suitable Persons

We reserve the right to refuse hire to any person(s) and not hand over the Vehicle if, in our reasonable opinion, we feel the Hirer is not suitable to take charge of the Vehicle, such as, the Hirer is, or appears to be, unfit to drive or under the influence of alcohol or drugs. In these circumstances, the booking would be



treated as a cancellation by the Hirer and payment will be subject to the cancellation terms within these terms and conditions.

34) Breaches of these Terms and Conditions

The Vehicle remains the property of Dark Peak Camper Vans Ltd at all times and if you commit a breach of this Agreement, we have the right to terminate your booking and repossess the Vehicle at any time without further notice. If you are already in the Vehicle, we may require you and your passengers to vacate it immediately. A breach of this Agreement includes, without limitation, failure to comply with our instructions (about how to use the Vehicle, its equipment/inventory), or health and safety advice, or circumstances where your behaviour, or that of your guests or pets, is likely to have a significant adverse effect upon the Vehicle, or people or property in the vicinity. If you commit a breach of this Agreement and we terminate your booking and repossess the Vehicle the booking would be treated as a cancellation by the Hirer and payment will be subject to the cancellation terms within these terms and conditions. You will also be liable for any costs incurred in returning the Vehicle to our place of business.

35) Disclaimer

We are not liable to you, or any authorised driver or passenger, for loss of or damage to property left in the Vehicle either during or after the Hire Period, unless such loss or damage results from our negligence or our breach of this Agreement. Any such property is entirely at your own risk. If we are negligent, our liability to you is limited to the loss or damage which was a foreseeable result of such negligence. Providing you contact us within 7 working days of the end of the Hire Period, we are happy to return any items you leave in the Vehicle at a charge of £25 plus postage and packing per item, this will be deducted from your Security Deposit if possible. If you have not contacted us within 7 working days of the end of the Hire Period we will dispose of any items left in the Vehicle. Where you are purchasing as a consumer, we do not accept liability to you for any business losses of profits, business, contracts, goodwill, anticipated savings, expenses, consequential losses or other similar losses, for any reason whatsoever. Except in the case of death or personal injury resulting from our negligence, our total liability to you in respect of any breach of this Agreement, or tort, or other act or omission by us in connection with this Agreement is limited in aggregate to the charges you have agreed to pay for the right to use the Vehicle for the Hire Period. Where you are a customer acting in the course of a business, this paragraph condition shall apply instead of the one immediately above: We do not accept liability to customers acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, consequential losses or other similar losses, for any reason whatsoever. To the extent permitted by law, and except in the case of personal injury or death resulting from our negligence, the maximum limit of our liability to business customers, whether in contract, tort, negligence, breach of statutory duty or otherwise is the aggregate of the charges you have agreed to pay for the right to use the Vehicle for the Hire Period.

36) Governing Law

This Agreement is subject to the laws of England and Wales. Disputes not resolved by mutual agreement will be settled in the courts of this jurisdiction, or in the case of consumers from Scotland they may be settled in a Scottish or English court, or in the case of consumers from Northern Ireland they may be settled in a Northern Irish or English court.



37) Third Party Rights

The agreement is between you and us. No other person shall have any rights to enforce any of its terms.

38) Severance

If any provision of these terms and conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective to the smallest extent permissible, without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances, or the validity or enforcement of this Agreement.

39) Entire Agreement

If there is any inconsistency between this document and any other of our literature, whether found on our website or otherwise, and whether forming part of this Agreement or not, the provisions of this present document will prevail.

40) Privacy and Data Protection

All Vehicles are fitted with a GPS tracker that can show the position of the rental vehicle at any time as well as a history of a vehicle's location and speed at any given time. A forward facing dashboard camera is fitted that records video in front of the vehicle on an erasable loop. These devices are fitted to help prevent crime in the form of theft or insurance fraud (e.g "crash for cash" type fraud) and to provide evidence in the event of an accident. The data recorded by these devices is not used for any other purposes and will not be divulged to any third parties unless the request is made under a court order or other similar legal approach. GPS location data may be used on occasion to check on the location of a vehicle if it is, for example, overdue for return, or for any other legitimate concern during the period of rental. Dark Peak Camper Vans Ltd. is registered with the Information Commissioners Office in respect of data held and processed from GPS tracking devices and dashboard cameras as well as personal information gathered by the rental process.

41) Social Media

We appreciate any positive content you create using the Vehicle that you post to social media, we only require that you tag us/our page wherever able. If you're not happy for us to share/reuse your content referring to the Vehicle simply let us know during the Vehicle handover.

42) We Reserve the Right to:

- to vary the terms of this agreement from time to time in order to make the necessary changes in order to comply with applicable laws.
- refuse hire to any person(s) for any reason and not hand over the vehicle if it feels the hirer is not suitable for whatever reason.
- repossess the vehicle at any time due to misuse, damage, accident or incident.