

# Spaceships Rentals Terms & Conditions

## 1. Interpretation

- a. 'Fees' mean the fees payable by you to us and as set out on the Rental Document plus any additional fees payable under this Agreement as they apply from time to time
- b. 'VAT' means Value Added Tax which is applicable to goods and services
- c. 'Rental Document' means the form signed by you and setting out the period and specific terms of rental to which this Agreement applies and as set out on the reverse of your Rental Agreement (and which includes any equivalent computerised data and any other documents signed). Rental Documents may be signed electronically.
- d. 'Rental Period' means the period commencing on the date and time shown on the Rental Document and ending on the date and time that you return the Vehicle to us (For extensions the terms will be extended to the amended return date and time)
- e. 'Vehicle' means the vehicle described in the Rental Document (or any substitute vehicle) and includes but is not limited to its underbody, parts, components, accessories and contents supplied by us (except where specifically excluded).
- f. 'Deposit' refers to 20% of the total hire fee required to book a Spaceship.
- g. 'Spaceships', 'we', 'our' and 'us' means Spaceships UK Ltd.
- h. 'The hirer', 'the hirers', 'you', 'your' 'yourself' and 'I' means the person(s) recorded in the Rental Document as the Hirer and includes all Additional Drivers as described on the Rental Document.
- i. References to pounds and £ are references to British currency;
- j. References to motorhome specifically refer to our Luxury Motorhome and Family Motorhome models.
- k. References to campervans refer to Voyagers and Camper Cars.
- l. References to vehicle(s) refers to any vehicle hired from Spaceships.
- m. Relocations refer to any one way hire where a relocation security deposit has been applied

## 2. Agreement

- a. We agree that you may hire the Vehicle subject to the terms of this Agreement.
- b. You agree to comply with the terms of this Agreement and to pay the Fees to us.
- c. This Agreement may only be amended in writing and its terms apply at all times during your use of the Vehicle as and from when you make the reservation. If signing this agreement either electronically or physically on paper, you agree to our terms stated on the agreement.

- d. None of our employees, agents or contractors are authorised to vary or add to this Agreement, make any representations about the performance, specifications or fitness for purpose of our goods other than those specified in our authorised written material.
- e. You agree that all such unauthorised warranties and representations are expressly excluded.

### **3. Driver**

- a. You agree and acknowledge that:
  - i. Only you will drive the Vehicle;
  - ii. You have not been convicted of, or have charges pending, for an offence relating to driving a vehicle:
    - 1. Under the influence of alcohol or drugs; or
    - 2. With a blood alcohol level over any legal limit, in respect of which the term of the penalty has not been fully served or served at all;
  - iii. You are 21 years of age or over and hold a valid current unrestricted or probationary motor vehicle drivers licence (learners permits are not acceptable);
  - iv. You have not been refused or had any motor vehicle insurance cancelled for any reason within the three years prior to the Rental Period;
  - v. No more than 6 points on your licence.
  - vi. You have held a full and valid drivers licence or probationary licence for 1 year or more (2 years for drivers aged 21-24).
  - vii. You have an accident free record if aged 21-22.
  - viii. You have been issued a full car licence (Category B in most countries) from ANY worldwide country approved and accepted by the UK government.

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

- a. You must only use the Vehicle on sealed roads.
- b. You must not travel outside the following countries with your spaceship: The UK and all Member countries of the EU (European Union – Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom) plus Andorra, Iceland, Norway, Serbia and Switzerland. You are also responsible for understanding and adhering to the laws of each country you travel to.
- c. You must not drive or take the Vehicle:
  - i. On any road which is closed or restricted; or

- ii. On beaches or through streams, dams, rivers or flood waters; or
  - iii. To any other area which we have, in our discretion, advised you not to enter.
- d. If you get stuck off road (including sides of road) you will be liable for the recovery charges regardless of the insurance option chosen.
- e. In the event of taking one of our vehicles to an unapproved country, the following will apply:
  - i. You will not be covered under any Spaceships insurance policy.
  - ii. Spot fine of up to £1,000 may be applied at Spaceships discretion per unauthorised country that you visit.
  - iii. Any cost including, but not limited to, theft and damage incurred to Spaceships caused by your visit to an unauthorised country will be charged to you alongside an administration fee.
  - iv. Spaceships reserve the right to terminate your hire immediately or request you to take the shortest and safest route back into a pre-approved country as authorised by Spaceships.
- f. It is your responsibility to check winter tyres regulations where you are travelling to. For the avoidance of doubt Spaceships Rentals do not supply vehicles with Winter Tyres as standard. Winter Tyres are not required for UK travel. Winter Tyres can be added to your booking provided we are given at least 10 days notice and at a cost of £400.

## **5. Use Of The Vehicle**

- a. You must not:
  - i. Allow the Vehicle to be used for any illegal or dangerous purpose, race, contest or performance test of any kind if you do you may be charged up to an unlimited amount including fees to collect the vehicle;
  - ii. Allow the Vehicle to be used to tow or push anything unless authorised in writing by us and unless correctly secured;
  - iii. Carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than that for which the Vehicle was built;
  - iv. Permit passengers to travel in the Vehicle unless they are seated in forward-facing seats (except for the Motorhome) and are properly restrained with the seat belts provided in the Vehicle;
  - v. Be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the country in which the Vehicle is driven;
  - vi. Allow the Vehicle to be used to carry passengers for payment of any kind or sublet or hire the Vehicle to any other person;
  - vii. Use cookers inside the cabin of the Vehicle (excluding the motorhome) or in a dangerous manner;

- viii. Use the Vehicle when it is damaged or unsafe;
  - ix. Use the Vehicle to transport goods other than those which would be reasonably contemplated in connection with the permitted purpose of the Vehicle
  - x. Without our prior written consent, use the Vehicle to carry any inflammable, explosive or corrosive substance other than gas bottles for cookers or LPG in the LPG cylinders provided by Spaceships.
  - xi. Use the Vehicle in contravention of any law;
  - xii. Transport any children in a manner which is not following the law set out in the country/countries visited.
- b. You acknowledge that cover may be denied under Minimum Cover, Half Cover and Maximum Cover insurance if you do not adhere to our terms and conditions.

## **6. Deposit & Cancellation**

- a. You must pay us a non-refundable deposit of 20% when you request and book a reservation.
- b. Failure to collect a Vehicle on the confirmed booking date will be considered a no show and therefore the booking will be cancelled and 100% cancellation fees will apply as per point d. below.
- c. If you have commenced your travel and decide that you want to extend the hire period then you must first contact us for approval (at our discretion). On receipt of our approval, you must pay in advance for the additional days hired at the agreed rate. This must be in writing.
- d. Our cancellation fees are as follows:
  - i. If cancelled 31+ days prior then forfeit 20% of gross rental
  - ii. If cancelled 21-30 days prior then forfeit 50% of gross rental
  - iii. If cancelled 15-20 days prior then forfeit 75% of gross rental
  - iv. If cancelled 0-14 days prior then forfeit 100% of gross rental
- e. If a booking is cancelled your Booking Agent may charge additional fees to the charges set out above. You would need to discuss this with your Booking Agent.
- f. You are strongly encouraged to purchase personal travel insurance as there are no exceptions to cancellation fees for any reason.
- g. Spaceships have the right to cancel a booking, at any time before or during a hire, as the result of, but not limited to, a breakdown, accident, damages, theft or force majeure type event preventing the booking from going ahead. We will always look to offer a replacement from our fleet, subject to availability, before resorting to this. All replacements are subject to the hirer returning to branch. Spaceships will not cover any costs involved in this. Spaceships will not deliver replacements to any location. Spaceships will not source replacements from other companies.

- h. If Spaceships have to cancel before pick up, we will refund the entire hire cost in full.
- i. Spaceships will not be liable for any consequential events, losses or costs arising from a cancellation. This includes, but is not limited to, costs or losses associated with a replacement vehicle, time lost, missed events, transport, accommodation, emotional distress, food etc.
- j. You are strongly encouraged to purchase personal travel insurance to mitigate the impact of a cancellation from Spaceships.
- k. If you have booked a relocation with Spaceships and you fail to complete the relocation i.e. Don't pick up and/or drop off in the specified locations, then you will be charged the relocation security deposit as well as the full cost of your hire; our normal cancellation policy doesn't apply to relocations. Relocations are charged at 100% cancellation fee with no exceptions.

## 7. Payments

- a. You agree to pay the remaining balance for your hire at least 7 days before collection at [payment.spaceshipsrentals.co.uk](https://payment.spaceshipsrentals.co.uk).
- b. If you have not paid your balance within 7 days of pick up, your booking may be cancelled as a No Show and be charged 100% cancellation fees.
- c. You must immediately pay or reimburse us for:
  - i. Any theft, damage or consequential loss to the Vehicle or to Spaceships which is not covered by insurance.
  - ii. Any other applicable charges detailed in these terms and conditions.
- d. Spaceships will take any payment due from the card associated with your booking.
- e. Bank card details must be on all rental agreements and must be in the name of the main hirer unless prior arrangements have been made with Spaceships.
- f. If your card is declined, Spaceships will give you 5 days to complete the payment with no additional charges. After this Spaceships will retry the transaction daily and add a £30 administration fee per failed transaction.
- g. If you have not paid the balance due to Spaceships within 30 days of this being due Spaceships will initiate legal action to recuperate this amount. Any legal fees will also be added to the amount due.

## 8. Security Deposit

- a. Bank card details must be provided to us during the Check In, at least 72 hours before the commencement of the Rental Period for the purposes of freezing the Security Deposit. This can be done using <https://portal.spaceshipsrentals.co.uk/>
- b. You authorise us to hold a Security Deposit in the amount of:
  - i. Minimum Cover - £1,500 for campervans and £2,000 for motorhomes.

- ii. Half Cover - £750 for campervans or £1,000 for motorhomes.
  - iii. Maximum Cover - £0 for campervans and motorhomes.
- c. We will freeze the Security Deposit amount relative to your chosen insurance option on the bank card associated with your booking within the 24 working hours prior to your pick up.
- d. Bank card details must be on all rental agreements and must be in the name of the main hirer unless prior arrangements have been made with Spaceships.
- e. You authorise us to use the Security Deposit to cover insurance excess costs or losses (and any incidental costs or losses) as a result of any accident, damage or theft during the Rental Period.
- f. The insurance excess is charged regardless of who is at fault and must be paid at the time the incident takes place, not at the completion of the rental. You acknowledge that you must pay for anything not covered by insurance or the Security Deposit.
- g. The Security Deposit amount will be deducted in full from your bank card if you are involved in an accident, damages, theft, or a breakdown from user error during the Rental Period. This is deducted at the time of the incident and not at the conclusion of the rental.
- h. The Security Deposit will be released when the vehicle is returned provided no damage has occurred.
- i. If you are unable to pay the Security Deposit on pick up of the vehicle you will be required to purchase the Maximum Cover insurance or cancel your trip with 100% cancellation fee.

## **9. Insurance Options**

- a. All Spaceships rentals are insured. We provide Minimum Cover insurance included for no extra cost in the daily rate. As the hirer you are responsible for the excess of £1,500 for campervans or £2,000 for motorhomes, if you chose to stick with Minimum Cover.
- b. You may also upgrade to our Maximum Cover Insurance to reduce the excess to £0.
- c. With our Minimum Cover and Half Cover insurance, there is the full excess to pay for, but not limited to, accidents, thefts, losses and damages.
- d. We will freeze the excess amount that relates to your chosen insurance option on the bank card associated with your booking within the 24 working hours before your pick up.
- e. Spaceships will take the excess as soon as the incident occurs/is reported.
- f. The insurance excess is taken per claim, not per rental.
- g. You have to pay the excess for each insurance claim incident regardless of which party may be at fault.

- h. No insurance excess will be refunded until any claim is fully settled. This is dealt with by insurance and can take months to years to settle. Spaceships cannot speed this process up. As part of the finalised claim amount, Spaceships may also charge the daily hire rate per day the vehicle is off the road unable to be rented, as well as any other consequential losses.
- i. You must report to Spaceships all insurance claim incidents within 24 hours. This includes, but is not limited to, accidents, breakdowns, losses, damages or theft. If you do not notify us, you will be in breach of Spaceships terms and conditions and liable for the full costs.
- j. Theft is not covered under any insurance option. You will initially be liable for the full cost of the stolen vehicle. If Spaceships are able to make a successful insurance claim that reimburses the cost of the vehicle, your liability will then reduce to £1,500 for campervans and £2,000 for motorhomes.
- k. The insurance covers damage to the vehicle and property of a third party. The insurance does not include any personal insurance for the hirer (including death or bodily injury to the driver), personal possessions cover or loss of service cover. You should take your own travel insurance policy for this.
- l. You may purchase Maximum Cover insurance from us. This will reduce the excess payable by you for the first claim to £0 unless the loss or damage is exempt under these terms or a breach of the terms and conditions has occurred.
- m. Maximum Cover and Half Cover insurance cover the first damage/claim only. If an accident occurs before the expiry of the Rental Period, you will default to Minimum Cover for the remainder of your trip. If a further claim occurs before the expiry of the Rental Period, you will be liable for the excess amount for each further claim.
- n. The Maximum Cover and Half Cover fees and the amount of reduction to the excess are set out as follows:

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

	<b>Cost per Day</b>	<b>Excess</b>	<b>Maximum Collectable (most you will pay for the insurance)</b>
<b>Minimum Insurance</b>	Included	£1,500 per claim	N/A
<b>Minimum Insurance - Motorhome</b>	Included	£2,000 per claim	N/A
<b>Half Cover</b>	£10	£750 per claim	£300
<b>Half Cover -</b>	£15	£1,000 per claim	£400

<b>Motorhome</b>			
<b>Maximum Cover</b>	£20	No Excess (first claim only)	£600
<b>Maximum Cover - Motorhome</b>	£30	No Excess (first claim only)	£800

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

	<b>Cost per Day</b>	<b>Excess</b>	<b>Maximum Collectable (most you will pay for the insurance)</b>
<b>Minimum Insurance</b>	Included	£1,500 per claim	N/A
<b>Minimum Insurance - Motorhome</b>	Included	£2,000 per claim	N/A
<b>Half Cover</b>	£10	£750 per claim	£300
<b>Half Cover - Motorhome</b>	£15	£1,000 per claim	£400
<b>Maximum Cover EU</b>	£25	No Excess (first claim only)	£800
<b>Maximum Cover - Motorhome EU</b>	£35	No Excess (first claim only)	£900

## 12. Coverage provided by each insurance option:

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

<b>Coverage</b>	<b>Minimum</b>	<b>Half Cover</b>	<b>Maximum Cover</b>
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	<b>Insurance</b>		
<b>Windscreen Cover</b>	No	No	Yes
<b>Window/Glass Damage</b>	No	No	Yes
<b>Tyres (including Punctures)</b>	No	No	Yes
<b>Body Work (upto 1.8m)</b>	No	No	Yes
<b>Underbody</b>	No	No	Yes

### **13. Insurance Exceptions**

- a. The following exceptions and costs apply to all vehicles, regardless of insurance option chosen:
  - i. The full cost for any damage to the inside of the vehicle.
  - ii. The full cost for any damage to the underside of the vehicle.
  - iii. The full cost of replacing lost or damaged keys.
  - iv. The full cost of replacing any items/equipment/fittings provided with your Spaceship which have been damaged or lost.
  - v. The full cost of any breakdown support and damages if necessitated through user error (eg. flat vehicle battery, wrong/insufficient fuel, keys locked in vehicle, excessive idling, damage from driving on an unsealed road, getting stuck in a verge off the road etc.)
  - vi. The full cost of the vehicle if stolen during the hire period. This will reduce to £2,000 for a motorhome or £1,500 for a campervan upon a successful insurance claim.
  
- b. The following additional exceptions apply to motorhomes, regardless of insurance option chosen:
  - i. The full cost for any damage to the vehicle which occurs over 1.8 metres from the ground.
  - ii. The full cost of any damage to the motorhome caused by reversing manoeuvres. To be clear this includes all movement going backwards whether intentional or not.

- iii. The full cost for any damage to the water system caused by putting fuel in the water tank.

## 14. Pre-Collection

- a. Spaceships operate a contactless pick up and drop off process using Key Codes. You must:
  - i. Pay your full balance at least 7 days before pick up. This is done using the link on your Booking Confirmation email.
  - ii. Complete your online Check In at least 72 hours before collection. This can be done using <https://portal.spaceshipsrentals.co.uk/> This includes adding driver licence details and photos for all drivers, all drivers electronically signing the Rental Agreement and a bank card being saved to your booking. Bank card details must be on all rental agreements and must be in the name of the main hirer unless prior arrangements have been made with Spaceships.
  - iii. From your bank card entered during the Check In, Spaceships will freeze the Security Deposit amount within the 24 working hours prior to your hire. You must ensure the relevant funds are available on the bank card. This is:
    - 1. Minimum Cover - £2,000 for motorhomes or £1,500 for campervans.
    - 2. Half Cover - £1,000 for motorhomes or £750 for campervans.
    - 3. Maximum Cover - £0 for motorhomes and campervans.
- b. Once all the above is complete, we will then send your Key Code for picking up the vehicle to the email address associated with your booking. This can take upto 1 hour before your pick up time to be sent.
- c. Please note, if any of the above is not complete, we will be unable to send your key code and you will be unable to pick up the vehicle at the pick up time and your booking may be cancelled. If you are picking up outwith working hours, you will then need to wait till the next working day to be able to sort whatever is incomplete and receive your key code.
- d. These steps are your responsibility as the hirer to complete by the time frames specified. Spaceships will not refund, or be liable for any consequential events, losses or costs arising from a delayed pick up or cancellation due to these steps being incomplete. This includes, but is not limited to, costs or losses associated with a replacement vehicle, time lost, missed events, transport, accommodation, food, emotional distress etc.
- e. The bank card entered will also be used for any other applicable charges detailed in these terms and conditions.

## 15. Collection

- a. Spaceships operate a contactless pick up and drop off service.
- b. Spaceships carry out a full Pre-Hire Inspection (PHI) before the commencement of your hire. The PHI involves testing the systems/components on board the vehicle to ensure they are operating correctly. Spaceships advise all customers to check the systems themselves (including, but not limited to, heating, shower, fridge/freezer, hob/oven, hot/cold water, water pump, toilet and radio) before leaving the site and report any issues to our team via email or on the phone.
  - i. Should an onboard system/component fail during your hire, you must notify Spaceships within 24 hours. Spaceships will endeavour to remedy the fault whilst you are away but in some circumstances this may not be possible. Spaceships will not be liable if any issue cannot be fixed or should a loss of service be encountered. Spaceships will not refund any monies for this nor have any obligation to provide a replacement. You agree you will troubleshoot to help fix such issues and may be required to do some minor fixes whilst on the road to resolve issues.
  - ii. Spaceships will not be liable for any consequential events, losses or costs arising out of the failure of any system/component on board the vehicle. This includes, but is not limited to, costs or losses associated with a replacement vehicle, transport, time lost, accommodation, food, showers, emotional distress etc. In the case of winter hire, Spaceships will not be liable in the event of any damage or inconveniences caused by freezing conditions. These are the responsibility of the hirer.
  - iii. You are strongly encouraged to purchase personal travel insurance to mitigate the impact of such possibilities.
- c. Spaceships take time stamped photographs of your vehicle prior to pick up for the hirer and Spaceships records. These will be emailed to you. If you feel there is any damage that is not shown in these photographs, or issues with the vehicle, you must email photographic evidence to Spaceships within 24 hours of pick up. Any damage not detailed in pick up photos, and not notified to Spaceships within 24 hours, may be treated as new damage and you may be charged. You will be emailed a copy of these images on pick up and any new damage on return.
- d. Driving away with the vehicle will mean that you accept the vehicle in its current condition and agree that the systems, equipment and fittings are working. No refunds will be given retrospectively for this.
- e. All new internal damages are fully the customers liability and fully chargeable regardless of insurance option.
- f. Spaceships operate a level-to-level fuel policy. This means that the vehicle fuel may not be full at pick up and should be returned at the same level when

returned. This should be to the nearest 1/8th on the gauge. Charges will apply if the vehicle is returned with less fuel than pick up.

- g. Spaceships will make every effort to have your vehicle ready for the collection time you have selected however Spaceships cannot guarantee that your vehicle will be ready for this time. There may be some delays caused by factors outside of Spaceships control. Should this be the case no refunds will be due to you. We will look to offer the equivalent length of the delay as an extension, subject to vehicle availability. You will still be required to be returned in accordance with the details set out in point 16. Return.

## **16. Return**

- a. You must return the Vehicle to us:
  - i. To the drop off location at the time and date shown on the Rental Agreement;
    - 1. With the fuel level equal to that when the vehicle was collected;
    - 2. In the same condition, as it was at the commencement of the Rental Period, fair wear and tear excepted.
- b. Change of Return Location (where applicable) is subject to availability and must be authorised by Spaceships UK with suitable notice. An additional charge of a minimum of £500 and up to £1,000 applies to any authorised change of return location within the UK.
- c. Spaceships do not offer refunds for early returns. We strongly recommend customers invest in travel insurance to protect against the risk of an early return being required.
- d. Late return - if you do not return the vehicle by the time shown on the Rental Agreement you must pay a penalty fee of £100 per hour that the vehicle is late. Spaceships may also charge the daily hire rate per day the vehicle is unable to be rented, as well as any other consequential losses. It is your responsibility to leave plenty of time to meet your scheduled drop off and account for potential disruptions.
- e. If you are running late, you must notify Spaceships immediately. If you do not notify Spaceships, your insurance coverage will end at the drop off time on the Rental Agreement and you will be uninsured beyond this point. This will leave you liable for full costs of any insurance claim incident and open for prosecution.
- f. If you return, drop off or abandon the vehicle at a location other than that shown on the Rental Document, the full excess will be taken regardless of insurance option chosen (£2,000 for a motorhome or £1,500 for a campervan). This includes abandoning the vehicle if broken down. Spaceships may also charge the daily hire rate per day the vehicle is off the road unable to be rented, as well as any other consequential losses.

- g. We may request the immediate return of the vehicle, or we may retake possession of the vehicle without notice if we reasonably suspect that:
  - i. You have breached a term or condition of this Agreement;
  - ii. Damage to the vehicle, or injury to persons or property is likely to occur;
  - iii. The vehicle may be or has been used for an unlawful purpose.
- h. Rental extensions are possible subject to availability. Suitable notice must be given to Spaceships UK for any alteration to any rental. There is no guarantee of any extension regardless of the notice provided.
- i. If you have selected an out of hours drop off this is entirely subject to availability and must be agreed on the time of pick up or arranged by email and confirmed by a booking confirmation and updated on your rental agreement. Just adding after-hours does not mean you will automatically be able to do an after hours drop off. Our late fees will apply if you have not arranged a specific time and had it confirmed in writing.

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

- a. The hirer accepts any applicable charges mentioned in these Terms & Conditions, as well as the following charges, will be applied to the hirer's bank card:
  - i. Accepts responsibility for all speeding/parking/toll infringements, and £30 processing fee for each speeding/parking/toll infringement transferred into the hirer's name plus the cost of the fine where applicable;
    - 1. If you wish to dispute any such fine, you must do so with the issuing authority and not Spaceships. Spaceships will not remove our processing fee for a disputed or cancelled fine after the fine has already been received from the issuing authority and processed by Spaceships.
  - ii. A minimum fee of £200 (£300 for a motorhome) for any evidence of smoking odours in the vehicle plus the cost of days the vehicle is off the road to eradicate the smell. This includes e-cigarettes and vapes.
  - iii. A minimum fee of £200 (£300 for a motorhome) for returning the vehicle excessively dirty, with a stained interior and/or with rubbish left inside the vehicle;
  - iv. Charge for incorrect fuel level. This will be the refill fuel cost plus a £30 service fee.
  - v. The repair of any damages to your vehicle or any third party vehicle as per the terms of your rental agreement; damages/repair will be charged at cost at the current time. We will invoice you for any damage/repair cost for your own insurance purposes.

- vi. Maintaining diesel, water, oil and AdBlue levels is your responsibility. Any cost incurred will be reimbursed with the exception of diesel and AdBlue. Should any malfunction of the vehicle occur, any sign of overheating, you must stop the vehicle immediately or you will be liable for the full cost of the repair.
- vii. Spaceships may also charge the daily hire rate per day the vehicle is off the road unable to be rented due to any of the above as well as any other consequential losses.
- viii. Motorhome Only - A fee of £200 if the toilet cassette or grey wastewater has not been emptied and cleaned out fully. There will be no exceptions made to this charge (unless you have purchased the Express Return Bundle before drop off). This also means the toilet cassette locker must be clean and no waste/paper present. For your own records and avoidance of doubt, we recommend taking a time stamped photo at drop off showing the toilet cassette is fully clean and empty as well as the cassette locker being clean. This fee applies to Motorhomes only

## **18. Accidents/Damages**

- a. In the event of any accident, loss or damage arising out of the use of the Vehicle, you must:
  - i. Notify Spaceships within 24 hours of the incident.
  - ii. Photograph all damages to any vehicles/property involved along with licence plate numbers.
  - iii. Obtain the names and addresses of third parties and any witnesses and obtain a police report.
  - iv. Spaceships will email an Accident Report Form within 24 working hours of being notified of the incident. This must be filled in within 72 hours of being received
- b. Every individual incident must be reported. Each reported incident will be a separate insurance claim and any due excess will be taken per claim, not per rental.
- c. All incidents will be investigated by insurance so you must ensure no admission of fault/liability to other parties, settlement offer or other like offer is made which may affect this.
- d. You must assist Spaceships in handling any claim arising from any incident, including providing all relevant information and if required, attend court to provide evidence.
- e. Failure to do the above will result in terms being breached, insurance will be invalid, and the hirer will be liable for full costs incurred.
- f. You acknowledge that the insurance excess or any other amount due by you in respect of any damage arising from an accident, theft, loss or damage is

payable at the time of reporting the event and not at the completion of the Rental Period, regardless of which party is at fault.

- g. The relevant insurance excess is paid per claim, not per rental.
- h. No Security Deposit or insurance excess will be refunded until any claim is fully settled. This is dealt with by insurance and can take months to years to settle. Spaceships cannot speed this process up. As part of the finalised claim amount, Spaceships may also charge the daily hire rate per day the vehicle is off the road unable to be rented.
- i. There are no refunds or extensions if you cease to have use of the vehicle as the result of an accident regardless of fault.
- j. Spaceships will not be liable for any consequential events, losses or costs arising out of an accident. This includes, but is not limited to, costs or losses associated with a replacement vehicle, missed events, time lost, transport, accommodation, food, emotional distress etc.

## **19. Breakdowns/Roadside Assistance**

- a. All Spaceships vehicles are serviced more often than the guidelines and will be mechanically sound at pick up. Despite this, mechanical failures and breakdowns can still occur. Therefore Spaceships offer a 24/7 Roadside breakdown assistance provided free of charge on all hires. This service is provided through our network of Third Party Roadside Assistance Partners.
- b. You must notify Spaceships or our Third Party Partners of any mechanical issues/failures within 24 hours. We will not be held liable in any way, if you only report an issue after this time, or after your trip.
- c. Should any malfunction of the vehicle occur or any sign of overheating, you must stop the vehicle immediately or you will be liable for the full cost of the repair.
- d. Any call out charges necessitated by the hirer through user error, e.g. a flat vehicle battery, wrong or insufficient fuel, keys locked in vehicle etc, will be the responsibility of the hirer.
- e. Assistance/recovery times are dependent on availability of our third party partners and the location of the hirer's Vehicle at the time. The time this takes and any resulting delays is beyond Spaceships control and Spaceships will not refund or be liable for this in any way.
- f. When in attendance, the mechanic will do their best to get you back on the road from the roadside. If this is not possible, the vehicle will either be recovered back to the pick up branch or taken to a local garage for repair.
- g. At this point, one of the following options will apply. Please note, these options are subject to change at any time. Which option applies will be at the discretion of our third party partners and based on multiple factors, including but not

limited to, the assessment of the breakdown and on-going repair/recovery process:

- i. Our third party partners will arrange to bring the driver back to the pick up branch. This may be in the form of transport back in the recovery van, or public transport if this is not possible.
  - ii. Our third party partners will arrange your onward travel to get you to your next destination.
  - iii. Our third party will arrange overnight accommodation.
  - iv. Our third party partners will arrange a hire car for your use for the next 48 hours.
  - v. Our third party partners will arrange for your repatriation back home.
- h. If it is agreed for the vehicle to be taken to a local garage for repair, you must be available to collect the vehicle from the garage unless expressly agreed to by Spaceships in writing beforehand. Failure to collect will be treated as abandonment of the vehicle and the full excess will be taken regardless of the insurance option chosen (£2,000 for a motorhome and £1,500 for a campervan).
  - i. If you wish to receive a replacement vehicle, you must notify Spaceships directly of this as close to the breakdown as possible. This will be subject to availability and the roadside mechanics assessment on the repair. If we have a suitable replacement vehicle, we will prepare this to be ready for you as close to your arrival time back to the branch as possible.
  - j. All replacements are subject to the hirer returning to branch. Spaceships will not cover any costs involved in this. Spaceships will not deliver replacements to any location. Spaceships will not source replacements from other companies.
  - k. If Spaceships can offer a replacement vehicle available from branch within 72 hours of the breakdown being reported, or get your repaired vehicle available from branch or the repair garage within 72 hours of the breakdown being reported, then you will be offered an extension of the equivalent length of time it took to have your replacement / repaired vehicle available added to the end of your trip. This is subject to availability. If the extension cannot be offered due to availability, you will be refunded the time lost based on the Daily Hire Rate divided by 24 hours and multiplied by the number of hours lost. This is calculated from the point of the breakdown first being reported to having the replacement / repaired vehicle available. If the extension is able to be offered, and you cannot accept the offer, then no monies will be refunded.
  - l. If Spaceships cannot offer you a replacement vehicle, or get your vehicle repaired and available within 72 hours of the breakdown being reported, the hire can be cancelled and the hirer will be refunded the remaining whole days of the rental from the time of breakdown first being reported. This is based on the Daily Hire Rate only. If the mechanic's assessment is that the breakdown is due to user error, no monies will be refunded.



- m. If the mechanic's assessment is that the breakdown is due to user error, no extension will be offered, no replacement vehicle offered and no monies will be refunded. Spaceships may also charge the daily hire rate per day the vehicle is off the road unable to be rented as well as any other consequential losses.
- n. Spaceships will not be liable for any consequential events, losses or costs arising out of a mechanical breakdown. This includes, but is not limited to, costs or losses associated with a replacement vehicle, missed events, time lost, transport, accommodation, food, emotional distress etc.
- o. European roadside assistance coverage varies significantly across the continent. The hirer accepts that roadside assistance and recovery may take significantly longer when travelling in Europe.
- p. You are strongly encouraged to purchase personal travel insurance to mitigate the impact of such possibilities.

## **20. LPG**

- a. Spaceships will supply a full LPG tank with your motorhome hire for a £30 payment. This can be returned empty. Spaceships do not refund any leftover unused LPG.
- b. Re-filling the LPG is your responsibility. Spaceships will not be responsible for locating fill up points. Spaceships advise the easiest way to find your nearest fill up station is by going to <https://autogas.app/> This will show the closest LPG stations to you. Spaceships recommend calling ahead as some stations may have stopped doing LPG or temporarily be out of stock.
- c. We use 12kg bottles with an Autogas connector. These are refillable and must not be exchanged.

## **21. Maintenance, Repairs, Security and Safety**

- a. You must:
  - i. Maintain the engine oil and all other fluid levels, if the Vehicle's warning lights indicate that this is required. Please note: We fill AdBlue before every hire and cover the first tank of AdBlue. Any cost incurred apart from AdBlue and Diesel will be reimbursed upon production of a receipt.
  - ii. You may have to replace light bulbs. If this is the case, please keep receipts and we will reimburse the cost for this.
  - iii. You may have to replace fuses. We will provide replacement fuses in the emergency kit if they are needed.
  - iv. Should any malfunction of the vehicle occur or any sign of overheating, you must stop the vehicle immediately or you will be liable for the full cost of the repair. Spaceships may also charge the daily hire rate per day

the vehicle is off the road unable to be rented, as well as any other consequential losses.

- v. Ensure that the tyres are maintained at the manufacturer's recommended pressure;
- vi. Keep the vehicle locked and the keys under your personal control at all times and produce such keys if the vehicle has been stolen
- vii. Not authorise or undertake any repairs to the Vehicle without our prior written authority except to the extent that the repairs are necessary to prevent further damage to the Vehicle or other property, in which case you must first attempt to contact us by phone and email to inform us of the steps you are intending to take and obtain our approval. We will only reimburse you for the cost of such authorised repairs if you keep and produce to us the original receipts for those repairs or salvage.
- viii. You agree that your vehicle may be fitted with a tracker for safety and security purposes. Data relating to the vehicle's speed, location and braking/acceleration will be collected. Spaceships reserve the right to use this data to support any insurance or negligence claims. Your vehicle's location may be used to notify you with useful information about the area you are travelling in.

## **22. Theft**

- a. The hirer will be liable for the full cost of the Vehicle in the event of a theft, regardless of insurance option chosen. This will be taken immediately upon report of a theft.
- b. The hirer must notify Spaceships within 24 hours of the theft and must obtain the names and addresses of any witnesses and obtain a police report and crime reference number.
- c. The keys must be returned to Spaceships to allow Spaceships to begin an insurance claim.
- d. When the claim is fully settled, should the insurer accept the claim and agree to reimburse Spaceships for the cost of the Vehicle, the liability to the hirer will reduce to the excess amount of £2,000 for motorhomes or £1,500 for campervans. This can take months to years to settle. Spaceships cannot speed this process up
- e. If the keys are not returned to Spaceships, the insurer will not accept the claim and liability for the full cost of the Vehicle will remain with the hirer.
- f. Spaceships will look to offer a replacement in the event of a theft. All replacements are subject availability. The hirer must return to the pick up branch to collect any replacement vehicle. Spaceships will not deliver replacements to any location. Spaceships will not source replacements from other companies.

- g. Spaceships will not be liable for any consequential events, losses or costs arising from a theft. This includes, but is not limited to, costs or losses associated with a replacement vehicle, transport, time lost, accommodation, missed events, personal belongings, food, emotional distress etc.
- h. The hirer is solely responsible for the safekeeping of the vehicle, equipment and personal possessions from the pick up time to the drop off time on the Rental Agreement. You acknowledge that Spaceships will not refund any money for a theft that occurs whilst the vehicle is in the hirers possession.
- i. Spaceships may also charge the daily hire rate per day the vehicle is off the road unable to be rented as well as any other consequential losses.
- j. You are strongly encouraged to purchase personal travel insurance to mitigate the impact of a theft.

## **23. Pets**

- a. Pets are an optional extra that can be added on to your booking.
- b. Maximum of 2 pets allowed. Large breeds (over 30kg) must be pre-approved by Spaceships.
- c. Pets are the hirers responsibility and taken at the hirers own risk. Spaceships are not liable for any accident, illness or injury during the hire.
- d. Pets must be transported safely, securely and legally. All responsibility for this is on the hirer.
- e. Any evidence of Pets being in a vehicle without being added on as an Optional Extra will incur the daily rate of a pet being added on for your trip, plus a £200 fee for campervans and £300 fee for motorhomes.
- f. In adding on Pets, you agree that:
  - i. They are not left in the Vehicle unattended.
  - ii. They are not allowed on any of the soft furnishings or upholstery (this includes the beds, seats/sofas).
  - iii. The vehicle should not require any additional cleaning as a result of a pet being in the vehicle - no excessive pet hairs, fouling etc. A £200 cleaning charge will apply if this is found to be the case.
  - iv. The hirer will cover the cost of all damage caused by a pet including, but not limited to, bite marks and scratches.

## **24. Lost Property**

- a. It is the hirers responsibility to make sure that upon return of the vehicle, all of their personal possessions & rubbish are removed.
- b. Any lost property found by Spaceships will be stored for 2 weeks in the branch before disposal / donation to charity.

- c. It is the hirers responsibility to get in touch if they believe they have left any items in the vehicle. We will then confirm if such an item has been found.
- d. Any person claiming the return of personal property left in the Vehicle is required to furnish us with satisfactory proof of ownership and must pick up from our branch. We will not post or arrange a postal collection.

## **25. Indemnity & Release**

- a. Except to the extent we or others are liable at law, you agree that you are liable and must indemnify us immediately:
  - i. The loss of, and all damage to, the vehicle;
  - ii. The cost of towing, recovering and storing the vehicle;
  - iii. For all damage to the property of any person:
    - 1. Which is caused or contributed by you;
    - 2. Which arises from the use of the vehicle by you;
  - iv. Appraisal or assessment fees;
  - v. Reasonable administrative fees and legal costs as a result of your breach of this Agreement or in respect of recovering costs payable by you (on a solicitor-client basis)
- b. You agree to use, operate and possess the Vehicle at your risk and you agree that we will have no responsibility or liability for any loss or damage or death except as required by law. To the full extent permitted by law you agree:
  - i. That you release and discharge us and our agents and employees from all claims and demands on us; and
  - ii. Any loss or damage whatsoever and whenever caused to you whether by way of death of, or injury to, any person of any nature or kind, accident or damage or loss of property, delay, financial loss (including accommodation or meal costs) or otherwise, arising directly or indirectly from or incidental to your use of the Vehicle or any accident to or involving the Vehicle or its use, operation, repair, maintenance or storage or which may otherwise be suffered or sustained in, upon or near the Vehicle provided that this release shall not extend to any claims arising from a negligent act or omission by us; and
  - iii. Any loss or damage as a result of items being left in the vehicle after its return to us or stolen from the vehicle.
  - iv. You have rights conferred under consumer legislation and no provision in this Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights which you may have under UK law.

## **26. Acknowledgement & Warranties**

- a. By hiring a Vehicle from us you are deemed to have accepted this Agreement. This Agreement is deemed to have been entered into when you request a reservation. You warrant that the information contained in the Rental Document is true and correct and that the bank card details provided are those of the Hirer named on the Rental Document (not the Additional Drivers).
- b. You acknowledge that we give no express warranty in relation to the motor vehicle other than those conditions and warranties implied by statute, which cannot be excluded, restricted or modified, such as those under VOSA. Where we are permitted to limit liability under those statutes for breach of an implied condition or warranty you agree that our liability is limited to replacement, repair or re-supply of the Vehicle. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety. Spaceships is not liable to you for any indirect, special, incidental or consequential damages relating to this Agreement.

## **27. Our Obligations**

- a. Spaceships will deliver the Vehicle in a safe and roadworthy condition, and insure the Vehicle for damages and third party Vehicle and third party property damage.
- b. Spaceships, through our Third Party Partners, will provide 24-hour road service free of charge subject to this Agreement.
- c. Spaceships will look to repair or offer a replacement/substitute vehicle from our fleet in the event of a breakdown, accident or theft subject to availability and location.
- d. Spaceships reserve the right to not provide a replacement Vehicle if the availability does not allow.
- e. Spaceships will not source replacement vehicles from other companies.
- f. Spaceships will not deliver replacements to any location. All replacements are subject to the hirer returning to branch. Spaceships will not cover any costs involved in this.
- g. Spaceships will not refund to you any money or be liable for any consequential events, losses or costs arising if the vehicle is returned early, or you cease to have use of the vehicle, vehicle system or an item of equipment on the vehicle prior to the return date. This applies for any reason including, but not limited to, accidents, theft, user error breakdowns, weather or damage and includes the costs or losses associated with, but not limited to, replacement vehicles, transport, accommodation, time lost, missed events, food, emotional distress etc.

- h. You are strongly encouraged to purchase personal travel insurance to mitigate the impact of such possibilities.
- i. This is also subject to terms and conditions not being breached by the hirer.
- j. If a breach of terms and conditions has occurred, or the problem/issue has been created due to user error, then the hirer will be liable for the full costs, no monies will be refunded and no replacement will be offered.
- k. We provide all agents for us with updated terms and vehicle specifications. Any discrepancies regarding the terms and conditions and/or vehicle category must be addressed via the original booking agent. Spaceships' accepts no responsibility for incorrect information from a third party.

## **28. Force Majeure**

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

## **29. VAT**

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

## **30. Termination**

- a. We may terminate this Agreement at any time if you breach this Agreement, or if any of the information contained in the Rental Document is found to be false.
- b. If this Agreement is terminated for any reason other than a breach by us, you must immediately pay all rental fees and other charges for the Rental Period as set out in this Agreement

## **31. Jurisdiction**

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

## **32. Waiver**

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

### **33. Relocation Specific Terms**

- a. A relocation security deposit of £200 (£500 for motorhomes) is added to your booking but is only charged if you fail to pick up and relocate the vehicle as agreed. This includes dropping off on time.
- b. Our normal cancellation terms do not apply to Relocations. If cancelled, a 100% cancellation fee applies regardless of notice period given.
- c. Please be aware that relocation deals are first to come first serve, receiving a quote is not a booking confirmation.
- d. Unless otherwise stated in the relocation, ferries, fuel and any other external costs are the hirer's responsibility.
- e. Spaceships will reimburse up to £150 for any relocations where a free ferry is offered, the receipt must be provided.
- f. If you fail to relocate the vehicle in time e.g. late drop off, then the £200 relocation security deposit will also be charged as well as late return fees outlined in Term 18.
- g. You must send 5 pictures of the vehicle to [info@spaceshipsrentals.co.uk](mailto:info@spaceshipsrentals.co.uk) within a week of your hire or you will be charged 50% of the relocation security deposit as set out. You must also put up at least one picture on your Facebook (Spaceships Rentals) or Instagram (@SpaceshipsUK)
- h. Spaceships reserve the right to cancel any relocation with no reason given at any time up to 7 days prior to pickup. A full refund will be given or an alternative vehicle provided.

### **34. Dispute Resolution**

- a. If you disagree with us or wish to file a complaint you agree to resolve your complaint or dispute with us by:
  - i. Immediately notifying us via email ([info@spaceshipsrentals.co.uk](mailto:info@spaceshipsrentals.co.uk)) within 5 Business Days of returning the Vehicle;
  - ii. Provide in writing exact details of your complaint together with any relevant evidence.
  - iii. Please note, it is imperative you highlight any issues to Spaceships within 24 hours of them occurring. This gives us a chance to resolve them at the time whilst on the road. Any issues not initially notified to Spaceships within 24 hours, will not be reimbursed under any circumstances.
  - iv. Failure to notify Spaceships within 24 hours acknowledges that the issue/breakdown/malfunction is of such a minor nature that it is not adversely affecting your trip and you did not wish to contact us to have the issue resolved, and therefore do not wish to make a claim. No

consideration will be given to any refund or compensation request if this is the case.

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