

FT Industries Ltd Inkubus Rental Terms and Conditions

Definitions

Agreement means the Rental Agreement, the Insurance Motor Rental Agreement and these Terms and Conditions.

Inkubus Hire is trading styles of FT Industries Limited. Registered no. 10638661. Registered in England and Wales. Registered Office: 25 Forest Side, Worcester Park, Surrey KT4 7PA.

Customer means the person or persons nominated as the hirer under the 'Hirer's Name' on the Rental Agreement, any person whose credit or debit card is presented in payment of the customer's charges, or any person who deems themselves to be the legal entity and ultimately responsible for the Inkubus.

Rental Period means the hire period as stated on the Rental Agreement, or any variant thereof, and any additional period during which the vehicle is in the customer's possession or control.

Security Deposit means the amount held as security by FT Industries in relation to this hire.

Overhead Damage means any damage sustained to any part of the vehicle, its equipment and or any third-party property which occurs above 6 feet (1.83 meters) in height measured from the ground upwards.

Vehicle means the vehicle stated on the Rental Agreement and includes tyres, tools, accessories, the living equipment and any other equipment or documents related to the vehicle, and any other replacement vehicle which may be provided at the discretion of FT Industries.

Supplementary Terms & Conditions

1. Hire Centre

FT Industries Limited, 25 Forest Side, Worcester Park, Surrey KT4 7PA.

2. Booking and payment

- Availability is on a request and confirm basis at the time of booking.
- Vehicles will not be released without full payment of hire charge.
- Payment can be made by:

Bank Transfer

Debit card

Credit card (Visa or Mastercard only)

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3. Hire Rates

Unless otherwise stated, hire rates quoted include:

VAT

Unlimited miles

UK comprehensive insurance. In some cases, FT Industries may incur additional charges if the driver to be insured has a traffic conviction, more than 1 insurance claim or is in an occupation which is deemed high risk. These charges will be passed onto the customers.

UK breakdown assistance. FT Industries will supply full breakdown cover to cover any mechanical faults to the base chassis of the Inkubus. Any call out charges necessitated by the customer through operator error, e.g. a flat vehicle battery, wrong or insufficient fuel, keys locked in the Inkubus etc. will be the responsibility of the customer.

4. Complimentary packs

The following packs are provided for free with Inkubus hire booked:

- Technology Pack: Television, reversing camera, inverter mains power
- Welcome pack: Some complimentary refreshments to help get you started on your journey.
- Kitchen pack: 2 saucepans, 1 frying pans, crockery, cutlery, glassware, utensils, cordless Hoover.

* All items listed as 'free' are on loan to you to use for the duration of the hire period and must be returned with the vehicle, excluding the complimentary refreshments.

5. Security deposit

A Security Deposit of £1,000 is pre-authorized on a credit or debit card when you collect the Inkubus. For pet friendly hires, the security deposit is £1,500.

The card should be in the lead driver's name and the amount will be pre-authorized immediately.

On taking delivery of the vehicle, the customer irrevocably authorises FT Industries to deduct from the security deposit any amounts due to them arising out of this Agreement.

The Security Deposit will be released within 7 working days of the vehicle being returned to the depot as per the criteria set out in section 9, Collection and return procedure, provided there are no damages or outstanding insurance claims.

6. Cancellation charges

If a booking is cancelled, the following charges will apply depending on the time of cancellation;

- 2 weeks or less before the collection date: 50% of total hire charge.

7. Additional drivers

Additional drivers per rental can be added for an additional charge. They must be between the ages of 25 and 70 during the rental period. All named drivers must be present at the vehicle collection.

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8. Cross border policy

For those travelling within Europe there is an additional charge of £10 per night for European cover.

European cover is mandatory and you will be in breach of these terms and conditions should you take a Inkubus into Europe (including Republic of Ireland) without taking out the additional European cover.

Minimum term for European cover is 7 days.

The following countries are covered by the European insurance: Austria, Belgium, Denmark, Finland, France, Germany, Italy, Luxembourg, Netherlands, Norway, Portugal, Republic of Ireland, Spain, Sweden and Switzerland. Please check your route carefully and ensure it doesn't go outside these countries.

European cover is subject to approval by our insurers and is limited to 250 miles per day; excess miles will be charged at 0.40 pence per mile

9. Collection and return procedures

When collecting your Inkubus, please allow 1 hour for the handover at the depot to complete the documentation and receive a demonstration of your vehicle.

All drivers must be present on collection of the Inkubus and bring their full valid drivers' licence.

International customers must also bring their passport.

Customers will also need a credit or debit card for the Security Deposit. Please see section 26 for further details.

Pick up times are by mutual arrangement with FT industries representatives

The vehicle must be returned on the correct date, and before the time stated on the rental agreement. Please allow up to 1 hour for the return handover at the depot.

Vehicles must be returned undamaged, with a full tank of diesel, empty waste water and toilet cassette and the interior clean and in the same condition as when it left the depot, otherwise a charge will be made for additional valeting and or upholstery cleaning.

In addition, a separate toilet cleaning fee will apply if the toilet waste tank is not empty on return. Please see section 13, Rental and Other charges for further details.

If you will be late returning, FT Industries must be advised. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of £100 per hour will be payable for all late returns if FT Industries are not informed.

10. Inkubus Systems

FT Industries will carry out a full inspection on every Inkubus before the commencement of hire which includes testing every system on board the Inkubus to ensure they are operating correctly. In conjunction with this the customer will be taken on a tour of the Inkubus and shown how each system works.

Should an onboard system fail during the hire period, FT Industries will make every effort to remedy the fault whilst you are away. In some circumstances, this may not be possible, and FT Industries

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cannot be held responsible and will not refund any monies should a loss of service be encountered nor have any obligation to provide a replacement vehicle. In the case of winter hire, FT Industries will not be and cannot be held responsible in the event of any damage or inconveniences caused by freezing conditions. This is the responsibility of the customer.

11. Vehicle Acceptance

- By signing the Rental Agreement, the customer acknowledges having received the Vehicle in a clean condition and in sound working order in accordance with the Inkubus handover checklist and with a full diesel tank.
- The Customer also acknowledges FT Industries will not refund any monies if the Vehicle is returned or they cease to have use of the Vehicle or an item of equipment on the Vehicle prior to the return date for any reason e.g. accident, weather, theft or damage.

12. Change of Vehicle

FT Industries reserves the right, at its absolute discretion, to substitute a comparable or superior Vehicle for the Vehicle ordered. In that event, the customer shall not be liable for any increased rental or other charges save for any addition running costs pertaining to the substitute vehicle. Such substitution shall not entitle the Customer to any refund and does not constitute a breach of this Agreement.

13. Rental and Other Charges

The Customer will pay FT Industries;

- a) All rental charges
- b) The Security Deposit
- c) An administration fee of £25 per amendment of a confirmed booking or per any penalty charge notice received.
- d) The nominated valeting fee and/or upholstery cleaning fee if the Vehicle is not returned with the interior in a clean condition.
- e) The nominated additional fee of £50 if the toilet and waste water tank are not emptied prior to the return of the vehicle.
- f) The cost of refilling the fuel tank if not returned completely full:
 - $\frac{3}{4}$ to full - £75
 - $\frac{1}{2}$ to $\frac{3}{4}$ full - £90
 - $\frac{1}{4}$ to $\frac{1}{2}$ full - £120
 - Empty to $\frac{1}{4}$ full - £140
- g) The late fee of £100 per hour should the vehicle be returned after the agreed time as stated on the Rental Agreement.
- h) The nominated cancellation fee in the event of cancellation of this Agreement prior to acceptance or delivery of the vehicle.

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- i) The cost of any damage to the Vehicle or third-party property.
- j) All government fees and duties etc.
- k) All parking fines, other fines or penalties and associated administration costs incurred in relation to the Vehicle during the Rental Period.
- l) Any other fees or charges payable by the Customer pursuant to this Agreement. This includes any costs incurred by FT Industries as a result of any breach by the Customer of the terms of this Agreement.
- m) Demurrage; the daily rental rate for the period the Vehicle is off fleet; for example, for accident repairs.
- n) Any additional costs over and above the security deposit value should damages exceed the Security Deposit value.
- o) The cost to recover a Vehicle.
- p) In the case of gross negligence FT Industries reserves the right to recover full costs to return the Inkubus to the state in which it was handed over.

14. Errors in Rental Charges

Total charges as set out in the Rental Agreement are not final. The customer will pay any shortfall in charges to FT Industries and will receive a refund for any overcharge acknowledged by FT Industries.

15. Use of the Vehicle

The Customer agrees that during the rental period, they will not and will not allow the Vehicle to be:

- a) Driven otherwise than in a cautious, prudent and normal manner.
- b) Used in a manner which could cause damage.
- c) Driven in a prohibited area or in an area other than the areas indicated to the Customer.
- d) Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted in law.
- e) Left with the ignition key in the Vehicle while it is unoccupied.
- f) Left unoccupied without the steering wheel security lock applied
- g) Driven by persons:
 - i) Under the age of 25 years.
 - ii) Who are not authorised by law to drive the Vehicle.

Particulars of a proposed licensed driver of the Vehicle are set out under the heading 'Hirer's name/contact' on the Rental Agreement.

- h) Damaged by:
 - i) Submersion in water

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- ii) Contact with Salt Water
- i) Used for any illegal purpose for any race, rally or contest.
- j) Used to tow any vehicle or trailer.
- k) Used to carry passengers or property for hire or reward.
- l) Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this Agreement
- m) Used to carry volatile liquids, gases (other than gas bottles provided by FT Industries), explosives or other corrosive or inflammable material.
- n) Otherwise used in breach of my obligations under this Agreement.

16. Road Restrictions

- a) All Vehicles may only be driven on appropriate road surfaces, other than for direct access to or egress from a car park or camping or caravanning site.
- b) The Customer acknowledges that FT Industries reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.

17. Alterations to the vehicle

The customer will not make any alterations to the vehicle without the prior written consent of FT Industries.

18. Title to Vehicle

- The Customer acknowledges that FT Industries retains title to the Vehicle and its contents and that the Customer possesses the goods as a mere bailee only.
- The Customer does not have any right to pledge FT Industries credit in connection with the Vehicle and agrees not to do so.
- The Customer shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

19. Smoking

FT Industries Inkubus is a non-smoking vehicles.

FT Industries reserves the right to impose additional valeting and or upholstery cleaning fees and charge demurrage should smoke be detected in the Inkubus.

20. Passengers

- FT Industries authorises the use of these vehicles up to the number of passengers stated in the Rental Agreement.
- Each person is to use the safety restraints provided at all times whilst the vehicle is in motion.

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- Child seats are the responsibility of the hirer to fit themselves. Children up to 12 years of age or 135cm in height, whichever they reach first, must use the correct child restraints appropriate for their weight under UK law.

21. Drivers

- Drivers must be aged between 25 and 75 years during the rental period.
- Insurance for drivers aged 71 to 74 years is by special request and agreement only with FT Industries and its insurer. FT Industries must be notified at the time of booking if any driver be over the age of 70. Additional information will need to be provided and cover is not guaranteed.
- There shall be a maximum of 3 drivers per rental.
- All drivers must have held a valid licence for more than 2 years that entitles them to drive a UK category B vehicle up to 3500kg MAM.
- Drivers must be able to demonstrate that they have driven on a regular basis (more than 3 times a week) for at least 2 years and feel confident to drive a vehicle of the dimensions of our largest Inkubus which are 7.45m long, 2.2m wide and 2.7m high.
- Drivers holding only an automatic licence can only hire our automatic models and this must be declared at the time of booking.
- The Customer and any driver must be able to supply two proofs of address dated within 90 days of the hire start date. Proofs must be a bank, building society or credit card statements or a utility bill. Unacceptable proofs may prevent hire.
- All drivers must be present at the checkout of the Inkubus; no exceptions can be made.
- Production of a full, valid driver's licence, is required from all drivers at the start of the hire. International customers will need to show a valid passport.
- FT Industries will provide on behalf of the customer a DVLA driving summary from the DVLA website within 21 days of Inkubus collection.
- Drivers with a modern Northern Ireland licence, are required to provide both the photo card and the paper counterpart. The driver's licence address must be their current home address, if not, they will need to update their details with the DVLA online.
- All drivers whose licences are issued outside of the EU are required to supply a valid international driving permit alongside their standard licence at the start of hire. This must be issued in the country their standard licence was issued and confirm that they are able to drive a UK category B vehicle up to 3500kg MAM.
- Should any driver fail to present all correct documentation and identification on collection of the Inkubus or not meet the driver requirements stated in the terms and conditions, FT Industries will be unable to release the Inkubus and no refunds will be given.

Endorsements on licences

The customer must declare at the time of booking if there are any endorsements on their licence.

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FT Industries can accept up to 6 speeding points that occurred within the last 3 years (charges may apply).

For more than 6 points for any conviction other than for speeding, including the following codes: AC, BA, CD, DD, DR, IN, LC, MS, UT, MR AND TT or for any driver disqualification within the last 5 years, FT Industries may not be able to get cover.

Insurance claims

The Customer must declare at the time of booking if they have made or had a vehicle insurance claim made against them within the last 3 years. FT Industries may not be able to get cover should the Customer have had 2 or more claims within the last 3 years.

Driver Occupations

Drivers are personally liable for all legal penalties (e.g. parking tickets, congestion charges, speeding fines) which are incurred during the period of hire.

FT Industries is unable to insure any driver with no fixed abode.

22. Insurance (provided all the personal information supplied is correct)

The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the Customer (including death or bodily injury to the driver) or cover any personal possessions.

The vehicle insurance is arranged by

- The hire rate quoted includes a standard excess of GB £1000 per accident or reported incident. In the event of any damage to either the vehicle or third-party property, the Customer will be liable for the first GB £1000 per claim.
- Only persons named on the Rental Agreement are insured to drive the vehicle.
- Please note that no insurance cover (including Collision Damage Waiver) is offered for overhead damage, any damaged deemed as gross negligence, or any internal damages; therefore, the Customer accepts fully liability for these, which is in addition to the standard vehicle excess should that apply. Windscreens, wing mirrors and/or tyre damage are not covered by the standard vehicle insurance.
- FT Industries will be responsible should damage to personal possessions or bodily injury occur (including death) as a result of proven gross negligence on FT Industries part i.e. our actions or failure to act. FT Industries will not be responsible for any loss which is a side effect of the main loss e.g. loss of profits or opportunity. This is separate from the vehicle insurance provided.

23. Vehicle Damage - Insurance Cover

The Customer is aware that:

- a) The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the Customer or their possessions.
- b) The Standard Insurance does not cover overhead damage. The Customer will be responsible for the cost to repair all damages.

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c) The Customer will have to pay an excess for any insurance claim regardless of which party is at fault for the accident. The insurance excess is £1000 per claim, not per rental.

d) The Customer will not have any insurance cover and will be responsible for the total cost of any damage if they breach any of the terms of this Agreement.

e) The Customer will be responsible for any damage caused through gross negligence.

24. Responsibility When Accident Occurs

In the event of any accident, loss or damage arising out of the use of the vehicle, the Customer will:

(i) Notify FT Industries within 24 hours of the event happening.

(ii) Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station

(iii) Complete an accident claim form as supplied

(iv) If the accident occurs in Europe then in addition the Customer must complete the European accident report form as supplied

(v) Not make any admission of liability to other parties, settlement offer or other like offer

(vi) Assist FT Industries in handling any claim arising from any event including providing all relevant information and attending court to give evidence.

The customer acknowledges that the excess or other amount due by them in respect of any damage arising from an accident, 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.

The Customer will pay for any costs relating to the delivery of a changeover vehicle as a result of an accident regardless of which party is at fault.

No Security Deposit or insurance excess will be refunded until claim is settled.

25. Maintenance

a) The customer shall take all reasonable steps to properly maintain the Vehicle, including checking oil and coolant levels, tyre pressures and batteries.

b) The Customer acknowledges that FT Industries will reimburse them for expenditure up to £50.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle not including the water system, refrigerator, heating, audio and DVD equipment, provided that:

(i) The Customer produces relevant receipts

(ii) The Customer has received the prior consent of FT Industries

(iii) The damage is not due to the Customer's fault or their breach of this Agreement.

c) Subject to the terms of this Agreement, the customer will pay for the cost of repairing or replacing tyres damaged during the Rental Period. FT Industries will reimburse the Customer for expenditure reasonable incurred if:

(i) The tyre is defective and is returned by the Customer to FT Industries for inspection; and

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- (ii) The Customer produces relevant receipts; and
 - (iii) The manufacturer accepts liability under his warranty
- d) The Customer will be liable for any costs associated with the incorrect use of fuel. The FT Industries Inkubus run on DIESEL.

26. Credit and Debit Card Payment

- a) FT Industries will accept payment by credit cards approved by FT Industries.
- b) When payment is made by credit or debit card, the Customer agrees that;
 - i) FT Industries is irrevocably authorised to complete any documentation and to take any other action to recover from the Customer's credit or debit card issuer all amounts due by the Customer pursuant to this Agreement, including but not limited to those outline in section 13, Rental and other charges.
 - ii) The Customer will not dispute their liability to FT Industries for any amount due under this Agreement and the Customer shall indemnify and keep indemnified FT Industries against any loss incurred (including legal costs) by reason of notifying their credit or debit card issuer of such dispute.
 - iii) FT Industries may process the credit or debit card voucher; in the event that FT Industries elects to accept payment of the Security Deposit by holding an open security payment, which will be cancelled within 7 days after the completion of the Rental Period, as per clause 5, Security Deposit. The Customer agrees that FT Industries is entitled to recover payment from their credit or debit card issuer in respect of any amounts due which were not known at the time of cancelling the open security payment.
- c) The customer acknowledges that all transactions under this Agreement are conducted in Pounds Sterling. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against the Customer's credit or debit card and the amount refunded within 7 days after the expiration of the rental period. The Customer releases FT Industries from any liability for such variation.

27. Payment of Charges, Joint and Several Liability

All charges and expenses payable by the Customer under this Agreement are due on demand by FT Industries.

If the Customer does not pay all charges when on time, they agree to pay interest at 1.5% per month above the base rate as published by Svenska Handelsbanken AB (publ) ('Handelsbanken UK') on the outstanding balance and any additional costs incurred by FT Industries, including reasonable legal fees to recover the outstanding money owed.

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

28. Terminating the Agreement

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The Customer acknowledges that FT Industries may terminate this Agreement and repossess the Vehicle at any time, without notification to the Customer, and that the Customer will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

- a) The Customer is in breach of any term of this Agreement
- b) The Customer has obtained the Vehicle through fraud or misrepresentation.
- c) Any statement, representation or warranty made by the Customer in respect to himself or additional drivers is incorrect.
- d) The Vehicle appears to be abandoned.
- e) The Vehicle is not returned on the agreed return date or FT Industries reasonably believes that the Vehicle will not be returned on the agreed return date.
- f) FT Industries considers on reasonable grounds that the safety of passengers or the condition of the Vehicle is in danger. The Customer understands that in the event of such termination or repossession, they have no right to a refund of any part of the rental charges or the Security Deposit.

29. Release and Indemnity of FT Industries.

a) Subject to its obligation to deliver the Vehicle the Customer releases FT Industries, its employees and agents, from any liability to the Customer (regardless of who is at fault) for any loss or damage incurred by the Customer by reason of this Agreement, including but not limited to:

i) Any loss or damage caused by breakdown, mechanical defect, accident, or the Vehicle being unsuitable for the Customer's purpose.

ii) Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any FT Industries premises or recovered or handled by FT Industries.

b) Subject to any insurance arrangements agreed with FT Industries, the Customer hereby indemnifies and shall keep indemnified FT Industries, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the Customer's use and/or possession of the Vehicle.

30. Changes

Any changes to this Agreement must be in writing and must be signed on behalf of FT Industries and the Customer.

31. Force Majeure

FT Industries will make every effort to ensure that the reserved Inkubus is available for the Customer at the correct time. If, due to circumstances beyond our control, this is not possible and if an alternative or acceptable Inkubus is not available our liability is limited to the refunds of all monies paid by the Customer.

32. Warranties

The Customer warrants that all information supplied by them to FT Industries in connection with this agreement is true.

33. Proper Law

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This Agreement shall be governed by the law of Great Britain.

34. General Data Protection Regulations

The information that you have provided to FT Industries will be used to fulfil this contract placed with us. We will not pass this information onto any other organisation outside this company other than to our insurer and our insurance broker.

35. Entire Agreement

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this Agreement. FT Industries reserves the right to add or amend the vehicle specifications and rental charges without prior notice. This Agreement does not affect your statutory rights under civil law.

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