

3.2 The Owner agrees to make the Vehicle available for collection from the agreed pick up date at the agreed pick up point.

3.3 The Adventurer agrees to collect the Vehicle from the agreed pick up date at the agreed pick up and to return the Vehicle on the agreed return date to the agreed return point.

3.4 No refund of any part of the Fee paid shall be due if the Adventurer:

- (a) fails to collect the Vehicle in accordance with Condition 3.3; or
- (b) returns the Vehicle before the agreed return date.

3.5 If the Adventurer fails to return the Vehicle on the agreed return date and/or to the agreed return point, then without prejudice to any other rights or remedies available to the Owner, the Owner shall be entitled to increase the Fee so that that Adventurer pays an additional sum for every day or part-day after the agreed return date until the Vehicle is returned to the agreed return point. In addition, the Adventurer grants to the Owner unrestricted permission to enter any premises where the Vehicle is being held after the agreed return date in order that the Owner can recover the Vehicle.

3.6 On collection and return, the parties shall review and if accepted, sign the condition report within the Hire Information Form .

3.7 The Adventurer and the Owner agree that the cancellation provisions set out in the WeShamper Terms of Use apply.

4. OBLIGATIONS AND RESTRICTIONS ON THE ADVENTURER

4.1 The Adventurer shall and shall ensure that any Additional Drivers comply with the following provisions at its own cost:

- (a) no-one other than the Adventurer and Additional Drivers may drive the Vehicle and the Adventurer confirms that any Additional Driver is aged between 18 and 70 years of age;
- (b) the Vehicle shall be driven with all due skill and care to try to avoid any damage to the Vehicle, third party property or person;
- (c) the Vehicle shall be driven only on properly maintained roads or if on private land, only with the permission of the owner of that land;
- (d) a driver holds and has at the pick up date held a valid driving licence for at least 3 years that has no more than 9 penalty points or any AC, BA, CD, DD, DR, IN, TT or UT endorsement.
- (e) the Vehicle must not be used for hire or reward, any illegal purpose, racing, pace-making, testing the Vehicle's reliability and speed and or teaching someone to drive;
- (f) the Vehicle must not be driven by anyone whilst under the influence of alcohol and/or drugs;

- (g) the Vehicle must not be driven at excessive speeds in breach of applicable speed limits, and you agree that the Name Driver is responsible for any fine imposed by any authority in breach of this condition;
- (h) the Vehicle must not be driven outside England, Scotland and Wales, without prior written permission from the Owner;
- (i) the Vehicle must be returned with a full tank of the correct fuel for the Vehicle;
- (j) the oil and water levels in the Vehicle are regularly checked;
- (k) no generators are used on or in relation to the Vehicle;
- (l) unless agreed in writing with the Owner, the Vehicle is not driven for more than 1,000 miles per week, pro-rata for a shorter hire term and without prejudice to any other right or remedy, the Fee may be increased by £0.35 per additional mile in excess;
- (m) no animals are taken into or on the Vehicle without prior written permission from the Owner;
- (n) no smoking takes place in the Vehicle without prior written permission from the Owner;
- (o) the Vehicle must not be used for towing without prior written permission from the Owner;
- (p) when not being driven, the Vehicle is locked and lawfully parked in a secure, safe and well-lit location, and you agree that the Name Driver is responsible for any fine imposed by any authority in breach of this condition;
- (q) on return to the Owner, the Vehicle is in the same condition as it was on collection save for normal wear and tear and subject always to Condition 6 below.

4.2 At any time the Adventurer shall be entitled to enter any premises to inspect the Vehicle to ensure that the Adventurer and the Additional Drivers are complying with the provisions of Condition 4.1 above.

4.3 The Owner reserves the right to refuse to hand over a Vehicle to any person who, in the reasonable opinion of the Owner, is not suitable to take charge of the Vehicle. In such cases the Adventurer shall be deemed to have cancelled the Hire Contract and the cancellation provisions of the WeShamper Terms of Use shall apply.

5. OBLIGATIONS ON THE OWNER

5.1 The Owner shall make available the Vehicle in accordance with this Hire Contract.

5.2 The Owner shall further ensure that on collection:

- (a) the Vehicle has a full tank of fuel;

- (b) the Vehicle complies with the specification for the Vehicle set out on the WeShamper platform;
- (c) it has completed the Hire Information Form accurately; and
- (d) the Vehicle reflects the condition of the condition report presented to the Adventurer, but in any event is in good working condition and may lawfully be driven in the United Kingdom.

6. DAMAGE OR LOSS TO THE VEHICLE

6.1 From the time of collection, the Vehicle is at the risk of the Adventurer. Accordingly, the Adventurer shall pay all costs of damage to the Vehicle, including costs of transporting the Vehicle if necessary and for the avoidance of doubt, the insurance excess.

6.2 The Adventurer shall immediately (and in any event within 24 hours) notify the Owner and WeShamper Ltd in the following circumstances:

- (a) if there is any damage to Vehicle whether caused by the Adventurer or any third party;
- (b) if the Vehicle is involved in any accident at all; and/or
- (c) if the Vehicle is lost, stolen or seized.

6.3 If the Vehicle is involved in an accident, whether or not the Adventurer was driving the Vehicle at the time, and whether or not the Adventurer believes it was another party's fault, in addition to the obligation under Condition 6.2 (b), the Adventurer must:

- (a) not admit fault or responsibility;
- (b) obtain the names and addresses of all involved, including witnesses;
- (c) take photographs as appropriate;
- (d) record details of the incident, including damage to other vehicles or property;
- (e) make the Vehicle secure; and
- (f) contact the police immediately if anyone is injured, property has been damaged or if there is any disagreement regarding who is responsible.

6.4 On return of the Vehicle, the Owner shall inspect the Vehicle, and notify the Adventurer of any damage to the Vehicle that did not exist at the time of pick up and is in excess of normal wear and tear. In accordance with Condition 6.1, the Adventurer shall pay all costs of repair of such damage.

6.5 The Adventurer is advised to take out appropriate insurance to cover its liabilities under this Hire Contract and to obtain appropriate breakdown service cover.

6.6 For the avoidance of doubt the Adventurer is liable for all fines, charges and other penalties incurred during the hire period of the Vehicle.

7 GENERAL

7.1 No failure by a party to enforce any provision of this Hire Contract shall be construed as a release of its rights relating thereto or to sanction any further breach.

7.2 If any provision of this Hire Contract is found to be invalid or unenforceable it shall have effect to the maximum extent permitted by law, or, if not so permitted, shall be deemed deleted.

7.3 The Adventurer and the Owner each agree to comply with any decision of WeShamper Ltd in relation to a dispute raised with WeShamper Ltd by either party.

7.4 Under the Contracts (Rights of Third Parties) Act 1999, WeShamper Ltd shall be entitled to enforce any provision of this Hire Contract.

7.5 This Hire Contract shall be governed by and construed in accordance with the laws of England and the English courts shall have exclusive jurisdiction in relation to the Contract.