



## Terms and Conditions

Thank you for choosing to hire a Vehicle from Scotland Overland.

Please read the following Terms and Conditions carefully as, together with the online Booking Forms and Booking Confirmation, they form the basis of your contract with us. Please raise any questions you may have prior to paying the Booking Deposit.

In paying the Booking Deposit you confirm that you have read and understood these Terms and Conditions and you agree to be bound by them. You further confirm in doing so that you agree to be bound by the terms and conditions of the Insurance. If you would like a full text copy of the Insurance Policy, please request this prior to booking.

### 1 Definitions

In this document the following words and phrases shall have the following meanings:

- 1.1 "Driver(s)" means the person or persons named as the driver(s) on the Booking Forms.
- 1.2 "You" and "your" means the driver(s) together with all other persons named on the Booking Forms (including anyone added or substituted at a later date) and any person whose credit card is presented for payment of the Hire Charge or Security Deposit.
- 1.3 "Scotland Overland" or "we" or "us", means the company registered under the Companies Act 2006 as S. Overland Limited (Company Number 535886) having its registered office at Unit 10(B), South Park Industrial Estate, Peebles EH45 9ED and trading as "Scotland Overland", and its successors and assignees whomsoever.
- 1.4 "Hire Period" means the agreed rental period as defined on the Booking Confirmation and any additional period during which the Vehicle is in your possession or control.
- 1.5 "Vehicle" means the Vehicle hired by you, including but not limited to the roof rack; roof tent(s); awning(s); racking; refrigerator and all other equipment, accessories, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided by us.
- 1.6 "Vehicle User Guide" means the instruction manual provided with the Vehicle.

### 2 The Rental Agreement

- 2.1 The Rental Agreement comprises the online Booking Forms, the Booking Confirmation and these Terms and Conditions.
- 2.2 The Rental Agreement comes into existence when we send the Booking Confirmation to you in written form by letter or by email and payment of the Booking Deposit stated therein is received by us.
- 2.3 Upon receipt, you should carefully check the details on the Booking Confirmation to ensure that it reflects the booking you have requested and inform us immediately (and in any event within 7 days of the date of the Booking Confirmation) of any discrepancies. In particular, you should ensure that the collection / return times are correct as charges may be applied in the event of late collection / return of the Vehicle.
- 2.4 If you wish to change any details including collection / return times from those stated in the Booking Confirmation, we will endeavour to accommodate any such reasonable requests but cannot guarantee that it will be possible to do so. Additional charges may apply depending upon the nature of any such amendments.
- 2.5 If you commit any breach of the Rental Agreement, we may treat the Rental Agreement as being terminated with immediate effect. In such circumstances, we will not be liable for any refunds, compensation or other losses or expenses, including return or onward travel arrangements. **We strongly**

**recommend that you take out separate travel insurance and ensure that it provides adequate cover for your trip.**

### **3 Rates and Conditions**

- 3.1 Prices and conditions quoted on our website or documentation are subject to change without notice.
- 3.2 All prices are quoted and payable in UK pounds sterling, net of any currency variances and bank charges.
- 3.3 Once the Rental Agreement has been entered into, the cost of your hire will not normally be subject to any change. This does not apply to invoice errors or omissions.
- 3.4 The Booking Deposit, as set out in the Booking Confirmation, will be payable immediately. The balance of the cost of your hire, as set out in the Booking Confirmation, must be paid a minimum of 6 weeks prior to the collection date. If you are booking within 6 weeks of the collection date, full payment is due at the time of booking.
- 3.5 If the balance referred to in paragraph 3.4 above is not paid in time, we may cancel your booking and retain your Booking Deposit.

### **4 Hire Period**

- 4.1 We calculate the Hire Charge on the basis of the duration of the Hire multiplied (pro rata) by the relevant Hire Rate. **Vehicles must be collected and returned at the times specified in the Booking Confirmation.**
- 4.2 Except as otherwise expressly provided in these Terms and Conditions, late collection or early return of the Vehicle does not entitle you to any refunds.
- 4.3 We allow a grace period of 20 minutes before you are liable for late return charges. If you are between 20 and 40 minutes late, a fixed fee of £20 will be charged. If you are between 40 minutes and one hour late, a fixed fee of £40 will be charged. If you are 1 to 2 hours late a fixed fee of £100 will be charged. If you are more than 2 hours late in returning the Vehicle, one full day's hire rate will apply.

### **5 Collection of the Vehicle**

#### **5.1 UK Drivers:**

- 5.1.1 At the commencement of the Hire Period each driver named on the Booking Forms must provide their DVLA **Licence Check Code**. You can obtain a Licence Check Code via the DVLA website ([www.gov.uk/view-driving-licence](http://www.gov.uk/view-driving-licence)) by following the steps set out to "Share Your Licence Information".
- 5.1.2 Upon collection of the Vehicle each driver named on the Booking Form must then present their photo-card UK Driving Licence and two forms of proof of address. If any driver named on the Booking Form fails to provide both (i) the Licence Check Code and (ii) the photo-card Driving Licence at the required times, you authorise us to contact the DVLA to verify the status of the Licence(s) prior to releasing the Vehicle to you. You accept that this may result in a delay in the commencement of the Hire Period and that a £25 administration fee per driver will be applied. The proofs of address must be in the form of a bank statement or utility bill dated not more than 60 days previously. The address on the statement/utility bills must match the address stated on your photo-card UK Driving Licence.
- 5.1.3 It is your responsibility to ensure that the Licence Check Code, photo-card Driving Licence and proofs of address are provided at the requisite times. Failure to do so may result in the cancellation of the hire and the loss of all fees.

## 5.2 Overseas Drivers:

- 5.2.1 Upon collection of the Vehicle each driver must present their Passport / Identification Card, their Driving Licence and two forms of proof of address in the form of bank statements or utility bills dated not more than 60 days previously. In some circumstances, our Insurance Company may request further documentation regarding your driving history.

## 6 Return of the Vehicle

- 6.1 You will return the Vehicle in a clean condition and with a full tank of fuel on the return date and at the time and location specified in the Booking Confirmation. All rubbish / recycling must be disposed of prior to returning the Vehicle. Charges may otherwise be applied.

## 7 Drivers

- 7.1 To be insured to drive one of our Vehicles all drivers must:

- 7.1.1 be aged between 25 and 70 for standard rates, or aged 23 to 24, or 71 to 74 subject to our discretion and the specific approval of our insurers. We cannot hire to anyone under 23 or over 75 years of age;
- 7.1.2 hold a full valid UK or EU driving licence (or other licences subject to specific approval by our insurers on a case by case basis) and have never been disqualified;
- 7.1.3 have held a full valid UK, EU, US, Canadian, Australian or New Zealand (or other licences subject to specific approval by our insurers on a case by case basis) driving licence for more than 2 years;
- 7.1.4 not have been convicted of any offences in connection with the driving of a motor vehicle or motorcycle and / or have had their driving licence endorsed or suspended or more than 6 penalty points imposed. "Spent" convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded;
- 7.1.5 not have had any motor accidents in the last 3 years except where full details of any such accidents are disclosed in the Booking Form. Accidents where the driver was not at fault must still be declared;
- 7.1.6 not suffer from any physical or mental defects or infirmity which may affect the driver's ability to drive the Vehicle in accordance with legal requirements and / or the driver has not been advised not to drive on medical grounds by the driver's doctor or other medical personnel and / or does not suffer from fits, diabetes or any heart complaint;
- 7.1.7 never have had motor insurance declined and / or renewal refused and / or special insurance terms imposed as a result of claims experience and / or has never had motor insurance cancelled by any insurer;
- 7.1.8 provide a Licence Check Code 48 hours prior to the commencement of the Hire Period and produces a valid photo-card driving licence and proof of address upon collection of the Vehicle (UK drivers);
- 7.1.9 be named as a driver on the Booking Forms and Booking Confirmation;
- 7.1.10 authorise us to verify through credit agencies, the Driver and Vehicle Licensing Agency or any other sources his / her personal, driving and credit information; and
- 7.1.11 have never obtained a BA (Disqualification); DD (Dangerous/Reckless Driving) or UT (Unauthorised Taking) conviction.

- 7.2 Notwithstanding clause 7.1 above, people who fall within the following categories will **not** be permitted or insured to drive a Vehicle without specific authorisation from our insurers:

- 7.2.1 professional sports persons;
  - 7.2.2 professional entertainers;
  - 7.2.3 under-graduate students;
  - 7.2.4 students under the age of 25 years (whether under-graduate or post-graduate);
  - 7.2.5 jockeys; persons connected with the racing or gaming industries or press of any sort.
- 7.3 Additional drivers who meet the criteria set out in clauses 7.1 and 7.2 above can be insured for payment of an additional insurance premium. All drivers **must** be declared and approved at the start of the Hire Period and named on the Booking Forms.
- 7.4 It is illegal for an undeclared driver, or any driver not approved by us, to operate the Vehicle as they will not be insured.

## 8 Cancellations by Hirer

- 8.1 Once the Rental Agreement has come into effect, you will incur the following charges if you cancel your booking:
- 8.1.1 the Booking Deposit set out in the Booking Confirmation is non-refundable in the event of cancellation;
  - 8.1.2 cancellation between 2 and 4 weeks prior to the collection date set out in the Booking Confirmation will result in a cancellation charge of **75%** of the total cost of the hire;
  - 8.1.3 cancellation less than 2 weeks prior to the collection date set out in the Booking Confirmation will result in a cancellation charge of **100%** of the total cost of the hire.
- 8.2 Subject to paragraph 8.1 above, you may cancel your booking at any time by giving notice in writing. The notice will only take effect on the date upon which we receive it.
- 8.3 Where a refund is due after any cancellation charge has been taken into consideration (and provided we have received full payment from you) we will pay the refund to you within 28 days of receiving notice of cancellation.
- 8.4 Note that if the reason for cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim these charges from your insurer. **We strongly recommend that you take out separate travel insurance. It is your responsibility to ensure that the travel insurance you purchase is suitable and adequate for your particular needs.** We do not check or accept any responsibility for travel insurance policies.

## 9 Changes to Your Booking / Cancellations by Scotland Overland

- 9.1 The balance of your Hire Charge is payable on the date set out in your Booking Confirmation. If you fail to pay the balance of your Hire Charge when it falls due, we reserve the right to cancel your reservation and to release the dates to other clients.
- 9.2 If, after we have sent the Booking Confirmation, you wish to change your travel arrangements in any way, we will do our best to accommodate such changes but cannot guarantee that it will be possible to do so. The cost of your hire may increase or decrease to reflect any such changes made. We reserve the right to impose an administration fee, which will be advised to you at the time you request any such changes.
- 9.4 If, on a previous hire, the Vehicle allocated to you has been involved in an accident, or has suffered a mechanical fault, we may have to cancel all or part of your hire while repairs are carried out. In such circumstances we will inform you at the earliest opportunity and refund the Hire Charge that has been received in full. We are not responsible for any costs you have or may subsequently incur as a result of

any such cancellation. This includes, but is not limited to, the cost of flights, ferries, fuel, hotels etc. **We strongly recommend that you take out separate travel insurance and ensure that it will cover such an eventuality.**

- 9.5 Except as expressly set out elsewhere, we regret that we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of, "force majeure". In these Terms and Conditions, "force majeure" means any event which we could not even with all due care, foresee or avoid. Such events may include threat of war; riot; civil strife; actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## 10 Warranties

- 10.1 During the Hire Period you warrant that you will not:
- 10.1.1 operate the Vehicle, or permit the Vehicle to be operated in any way that would violate the Rental Agreement including, for the avoidance of doubt, for commercial or business purposes;
  - 10.1.2 permit anyone other than the Driver(s) named in the Rental Agreement to drive the Vehicle;
  - 10.1.3 engage in motor sports, including racing, pace making, rallying, reliability trials, organised off-road activities (including organised Land Rover Experience activities or organised off-roading tours) and / or speed testing;
  - 10.1.4 drive in convoy with one or more other vehicles or propel or tow any Vehicle or trailer unless agreed by us in writing at the time of your booking;
  - 10.1.5 drive or permit to drive any person unfit through drink or drugs or with blood alcohol concentration above the limit prescribed by road traffic legislation;
  - 10.1.6 leave the Vehicle unlocked while unattended, or fail to secure the keys;
  - 10.1.7 drive or otherwise operate the Vehicle and / or equipment in a negligent, reckless or imprudent manner taking into account road / track conditions; weather conditions; tides; currents and any warnings issued by (amongst others) the Highways Agency and the Met Office regarding adverse driving / weather conditions. For the avoidance of doubt, it is your responsibility to check driving and / or weather conditions relevant to the areas in which you are travelling and to assess whether it is safe to use the Vehicle and / or equipment (including the roof tents) in such conditions;
  - 10.1.8 carry more passengers than the legal seating capacity of the Vehicle;
  - 10.1.9 allow the Vehicle to be overloaded;
  - 10.1.10 carry passengers or goods for hire or reward;
  - 10.1.11 smoke or permit anyone else to smoke in the Vehicle;
  - 10.1.12 use the Vehicle in violation of any law, ordinance or regulation;
  - 10.1.13 remove the Vehicle from Scotland, England or Wales without our prior written consent;
  - 10.1.14 allow any animals in the Vehicle without our prior written consent;
  - 10.1.15 take the Vehicle to music festivals or any other festivals / events without our prior written consent.
- 10.2 You will take all reasonable steps to maintain the Vehicle during the Hire Period, ensuring that the oil level, coolant level and tyre pressures are correctly maintained. You will contact us immediately should any Vehicle warning lights indicate a potential malfunction.
- 10.3 You will use the correct legal fuel type for the Vehicle as advised at the time of collection of the Vehicle.

## 11 Mileage

- 11.1 The Hire Charge includes up to **200** miles per day averaged over the duration of the Hire Period.
- 11.2 If your average mileage is between **200-300** miles per day, a surcharge of **£0.40** per mile will be charged for the excess miles.
- 11.3 If your average mileage is **over 300** miles per day, a surcharge of **£1.00** per mile will be charged for the excess miles.

## 12 Breakdown

- 12.1 In the event of a breakdown, you should consult the Vehicle User Guide and contact Land Rover Assistance, Toyota or the AA / RAC (as appropriate) using the numbers provided and quote the car registration number as a reference. If you have any difficulties contacting Land Rover Assistance, Toyota or the AA / RAC please contact us using the details provided in the Vehicle User Guide.
- 12.2 In the unlikely event that you are unable to contact Land Rover Assistance, Toyota, the AA / RAC or us, you are authorised to approve essential repairs up to a total cost of **£100**. Valid VAT receipts must be provided in respect of any such repairs before any such costs will be reimbursed.
- 12.3 Any repairs in excess of £100 must first be authorised by us, prior to the work being undertaken. Valid VAT receipts must be provided in respect of any such repairs before any such costs will be reimbursed.
- 12.4 You, not us, will be liable for the cost of any repairs, or other costs, resulting from reckless, negligent or imprudent use of the Vehicle or equipment by you or permitted by you including, for the avoidance of doubt, but not limited to the cost of towage, recovery, replacement Vehicle, equipment and / or car hire.
- 12.5 **For the avoidance of doubt, if you get the Vehicle stuck or bogged, you are responsible for the costs of having the Vehicle returned to a sealed road surface. Please note that recovery of a stranded vehicle is not covered by AA / RAC, Toyota or Land Rover Assistance and if you choose to use their services for this purpose you will be charged.**
- 12.6 You will notify us by telephone of the breakdown as soon as possible in order to give us the opportunity to rectify the problem during the rental period.
- 12.7 If the repair cannot be completed within 24 hours, and it is not the result of reckless, negligent or imprudent use of the Vehicle by you or permitted by you, we will endeavour to provide a replacement Vehicle (if available). If your Vehicle cannot be repaired within 24 hours and a replacement Vehicle is not available, we will refund you the Hire Charge paid in respect of the remainder of the Hire Period. We are not responsible for any costs you have or may subsequently incur as a result of any such cancellation. This includes, but is not limited to, the cost of flights, ferries, fuel, hotels etc. **We strongly recommend that you take out separate travel insurance and ensure that it will cover such an eventuality.**
- 12.8 You will be liable for any cost associated with the incorrect or illegal use of fuel (fuel being petrol or diesel) or water contamination of fuel including, for the avoidance of doubt, any necessary repair or drainage work, towage, and the cost of hiring a replacement Vehicle or car hire. You will also pay Scotland Overland the daily rate for the period the Vehicle is undergoing repairs and therefore is unusable for hire.

## 13 Tyres / Windscreen

- 13.1 In the event of a puncture or damage to tyres / windscreen, you are liable for the cost of repair or replacement.
- 13.2 In the event that a tyre / windscreen is returned damaged at the end of your hire, it will be at our discretion whether to repair or replace it taking into account legal and safety requirements.

- 13.3 If you have a puncture / cracked windscreen during your hire, you may use any reputable garage to replace the tyre / windscreen with tyres / windscreen of equivalent specification and quality.
- 13.4 You will arrange for the tyre / windscreen to be repaired or replaced, as soon as possible after the incident.

## **14 Accidents**

- 14.1 If you are involved in an accident the following procedures should be followed:
- 14.1.1 on no account admit or accept liability for the accident;
  - 14.1.2 obtain the names and addresses of any third parties and witnesses;
  - 14.1.3 obtain details of the insurers of any third parties;
  - 14.1.4 report the accident to the police, regardless of estimated cost of repair;
  - 14.1.5 if possible, photograph damage to all Vehicles involved and note the registration numbers of all Vehicles involved;
  - 14.1.6 telephone Scotland Overland as soon as possible and not more than 24 hours after the incident using the details provided in the Vehicle User Guide to report the accident and complete the Accident Report Form in the Vehicle Information Pack;
  - 14.1.7 upon returning the Vehicle to Scotland Overland, you will hand over all police reports or photographs and provide a full accident report;
  - 14.1.8 depending on availability, and at our discretion, we will endeavour to provide a substitute Vehicle, subject to location, accident liability and remaining hire duration;
  - 14.1.9 you are responsible for making your own way to Scotland Overland's base to pick up a replacement Vehicle, we may at our discretion offer you the option of paying for an alternative Vehicle to be delivered to your location.
- 14.2 We will endeavour to ensure that any refund to which you may be entitled as a result of an accident is refunded as soon as reasonably practicable, bearing in mind that 3<sup>rd</sup> party claims can take a long time to resolve. Your Security Deposit will be retained in full and will not be refunded until such time and any insurance claims have been concluded.
- 14.3 You agree to provide all reasonable assistance to Scotland Overland and its insurers in handling any claim including providing information and, if necessary, attending Court to give evidence.
- 14.4 Under no circumstances should you attempt to start or drive a Vehicle that has been involved in an accident, rolled over or been submersed without our permission.

## **15 Vehicle Title and Ownership**

- 15.1 You acknowledge that Scotland Overland retains legal title to the Vehicle at all times. You will not attempt, agree, offer or purport to sell; assign; sub-let; lend; let on hire or otherwise part with the possession of the Vehicle.

## **16 Limitation of Liability**

- 16.1 We cannot accept any liability for any death or personal injury you or any member of your party sustain except where any such death or personal injury arose as a result of our failure to use reasonable skill and care in performing our obligations under the Rental Agreement.
- 16.2 You must take all necessary steps to safeguard your personal property and to cover any liability that you may incur to others during the course of your hire. We accept no liability in respect of damage to, or loss

of, such personal property. **We strongly recommend that you take out separate travel insurance and ensure that it will cover such an eventuality.**

## 17 Insurance

17.1 You understand and accept that:

17.1.1 the Vehicle may **only** be used for social domestic and pleasure purposes and specifically cannot be used for commercial purposes unless prior agreement in writing has been obtained from Scotland Overland and its insurers, further the Vehicle cannot be used for the carriage of passengers or goods for hire or reward, racing, pace-making, use of any track, test circuit or off road activity, use in any contest, reliability or speed trial, or use in connection with the motor trade;

17.1.2 only the Driver(s) are covered against liability for death, bodily injury, or damage to property during the period of hire. The most that will be paid is £2,000,000 related to any incident;

17.1.3 you are not covered for loss or damage to your own personal property or disruption to your travel arrangements – **we strongly recommend that you take out personal travel insurance to cover your own possessions and travel arrangements;**

17.1.4 the Vehicle is covered against accidental damage by fire, theft or attempted theft during the period of hire;

17.1.5 there is a damage excess charge of £1,500 applicable to all claims;

17.1.6 for insurance purposes all Vehicles are fitted with tracking devices and data recorded by the tracking devices may be disclosed to our insurers, the police and any other relevant authorities and used as evidence in relation to any damage/insurance claim or accident investigation.

17.2 The following are not covered by insurance:

17.2.1 damage to tyres, or damage or loss in respect of in-car entertainment systems;

17.2.2 theft involving deception. For the avoidance of doubt, theft as a result of keys remaining in the Vehicle whilst it is unoccupied is not covered by the insurance either;

17.2.3 damage to windows or a windscreen is not covered by insurance if this is the only damage to the Vehicle;

17.2.4 any claim on insurance will not be considered if the Vehicle was being used negligently and / or recklessly and / or in contravention of these Terms and Conditions.

17.3 The damage excess charge of £1,500 is applicable regardless of who is at fault. The damage excess charge will be refunded only if we are successful in recovering the cost of the damages from the third party. Please note that third party claims can take months or even years to resolve.

17.4 The Vehicle is insured for the agreed Hire Period only. If you return the Vehicle late, you may not be insured and you may be committing a traffic offence under the Road Traffic Act.

17.5 If you are forced to return the Vehicle late you must notify us by telephone as soon as possible.

17.6 Exclusions from the insurance policy, for which you will be totally liable and from which you indemnify us, include:

17.6.1 any damage to the Vehicle or the equipment that we provide to you (including scratches, dents, cigarette burns, spillages, marking) will be charged to you;

17.6.2 any costs resulting from the improper use of the Vehicle;

17.6.3 any costs or penalties resulting from an offence against the Road Traffic Regulations or Offenders Act, and for any Congestion Charge penalties incurred;



- 17.6.4 any damage caused to the Vehicle above cab height;
- 17.6.5 the cost to retrieve and / or recover and / or repair a Vehicle that has become bogged or submersed;
- 17.6.6 the cost of replacing keys which have become lost or stolen, or which have been locked in the Vehicle;
- 17.6.7 the cost of repairing any damage caused by wilful misconduct;

17.7 **You are strongly advised to take out additional travel insurance as you may be able to claim against it for such exclusions should the need arise.**

17.8 In the event of an insurance claim you must provide full and accurate information in line with the disclosure requirements of the insurer. In the event of the Vehicle insurance being invalidated because of a breach of this provision you will be responsible for payment in full and indemnifying us (if applicable) for all losses, fines, expenses, costs and damages we or you suffer or incur as a result.

## **18 Security Deposit**

18.1 Prior to your trip you must provide a Security Deposit of £1,500 unless optional damage reduction cover has been purchased from us to reduce this figure.

18.2 The Security Deposit will, unless otherwise agreed, be processed by way of a Pre-Authorisation on a valid credit card. Credit card details must be provided for this purpose prior to the Vehicle being released for delivery. Any delay in providing card details for this purpose may result in your trip being delayed or cancelled.

18.3 You authorise Scotland Overland and its partners to charge any amounts due in respect of any breakages or damage to the Vehicle or equipment or any other costs we incur as a result of your use of the Vehicle to the relevant credit card. This includes charges which may only become apparent up to 3 months after the Hire Period has ended, such as recovery costs, traffic offences and parking fines.

18.4 In addition to the above, we reserve the right apply charges to the card provided for the Security Deposit as follows:

18.4.1 soiling fee of £50 if the Vehicle is not returned with the interior and exterior in a reasonably clean condition;

18.4.2 fuel surcharge if the tank is not returned full of £20 (in addition to the cost of the fuel required to fill the tank).

18.5 You agree that you will be responsible for full payment of any sums due to us should the Security Deposit not be sufficient to cover the cost of any damage or other costs as set out in these Terms and Conditions.

18.6 You agree to indemnify us for all costs, damages, expenses, claims and losses which we incur or suffer or become responsible for as a result of any act or omission by you which results in our being unable to receive full payment for such costs, damages, expenses claims and losses under the insurance cover referred to in clause 17 or for which we are unable to receive full payment under the insurance cover referred to in clause 17 above.

## **19 Road Traffic Legislation**

19.1 You are entirely responsible for any speeding, parking, congestion charge or other road fines and penalties incurred during the hire period. In this regard, Scotland Overland reserves the right to provide the relevant authorities with your details and copies of the Rental Agreement.

19.2 The administration fee per incident will be £50.

## **20 Credit / Debit Card Payments**

- 20.1 When payment of the Booking Deposit, Hire Charge and/or Security Deposit is made by credit / debit card you agree that:
- 20.1.1 we are authorised to charge any amounts due under the Rental Agreement to the credit / debit card including, for the avoidance of doubt, any damage excess charge costs and any fines that may be payable pursuant to clause 19 above;
  - 20.1.2 you authorise Scotland Overland and its partners to recover payment from your credit / debit card of any charges pursuant to clauses 18 and 19 above which were not known at the time of the return of the Vehicle. As such, we reserve the right to process credit card charges pertaining to the rental after the hire period;
  - 20.1.3 all transactions are in UK Pounds Sterling. Due to exchange rate fluctuations, for some non-sterling denominated credit / debit card payments there may be some variance between the amount initially charged to a customer's credit /debit card and any refund subsequently applied, we accept no responsibility for any loss attributable to such changes.
- 20.2 Personal cheques and cash are not an acceptable form of payment.

## **21 Privacy and Security**

- 21.1 We respect your right to privacy. Please see our Privacy Policy in the Schedule below for full details.

## **22 Termination**

- 22.1 You acknowledge that we may terminate the Rental Agreement with immediate effect and repossess the Vehicle in the circumstances set out below. You will pay the costs of repossessing the Vehicle if:
- 22.1.1 you are in contravention of the Rental Agreement in any manner; or
  - 22.1.2 we believe that you have hired the Vehicle through fraud or misrepresentation; or
  - 22.1.3 the Vehicle appears to be abandoned; or
  - 22.1.4 the Vehicle is not returned on the agreed date or we believe that the Vehicle may not be returned on the agreed date; or
  - 22.1.5 on reasonable grounds, we believe that the safety of the passengers or condition of the Vehicle is endangered.
- 22.2 You understand that, in the event of such termination or repossession except as otherwise expressly set out in these Terms and Conditions you have no right to a refund of any part of the rental charges or the damage deposit.

## **23 Governing Law**

- 23.1 This agreement is governed by the law of Scotland and any disputes arising under this agreement will be subject to the jurisdiction of the Scottish Courts.
- 23.2 The customer warrants that all information supplied by them to Scotland Overland and its contractors, employees and directors in connection with the Rental Agreement is true and accurate.
- 23.3 The Rental Agreement as defined in clause 2 above constitutes the entire agreement between the parties and there are no other undertakings or agreements between the parties relating to the subject matter of the Rental Agreement.

## **SCHEDULE**

### **Privacy Policy**

At Scotland Overland we respect your right to privacy. This Privacy Policy sets out details of the information that we may collect from you and how we may use that information. This Privacy Policy should be read alongside, and in addition to, our Terms and Conditions. Please read this Privacy Policy carefully.

Unless otherwise defined in this Privacy Policy, terms used have the same meaning as in our Terms and Conditions.

#### **1 About Us**

- 1.1 In this Privacy Policy, references to "we" or "us" are to S. Overland Limited, a company incorporated in Scotland (registered number 535886) trading under the name "**Scotland Overland**" whose registered office is at Heron Neuk, 2 Soonhope Holdings, Peebles EH45 8BH, who will be the controller of any personal data processed as described in this Privacy Policy.
- 1.2 If you have any questions about your personal information, please contact us by email at [info@scotlandoverland.com](mailto:info@scotlandoverland.com) or by telephone on 0044 (0)1721 729 848.

#### **2 Collection of Information**

- 2.1 When you access our website ([www.scotlandoverland.com](http://www.scotlandoverland.com)) (the "Website") via any means, make an enquiry regarding our services, or make a booking in respect of our services we may collect, store and use certain of your personal information in line with this policy.
- 2.2 To make an enquiry via our Website, we ask for your name, address, email address and contact telephone numbers. If you contact us via email, we may also keep a record of that correspondence. This information is necessary to enable us to respond to your enquiry.
- 2.3 To make a booking, we ask for the information referred to in clause 2.2 above, and also your: date of birth; nationality; occupation; the nationality of your driving licence; your driving licence number; details of any current endorsements or penalties on your driving licence; details of when you first obtained your driving licence; details of whether you have ever been disqualified from driving and/or had insurance refused; details of any accidents you may have had in a vehicle in the preceding 3 years; and whether you have been declared medically unfit to drive. This information is necessary in order for us to establish if you meet the terms of our fleet insurance policy and can be insured to drive the Vehicles.
- 2.4 We may also collect data relating to your visits to the Website that cannot identify you but records your use of our Website, for example, details of how long you have used the Website for. This information allows us to identify ways in which the Website can be improved.
- 2.5 Finally, we may receive information about you from third parties (such as the DVLA) who are legally entitled to disclose that information.

#### **3 Use of Your Information**

- 3.1 By accessing the Website via any means, you agree that your personal information may be collected, stored, used and shared by us and our partners, or third parties we work with such as our insurers or payment service providers, for any of the following purposes:
  - (a) to establish if you satisfy the terms of our insurance and hence can be authorised to drive one of our Vehicles, this may involve sharing your personal information with our insurers;
  - (b) to provide, maintain, protect and improve the quality of the Website including by conducting anonymised market research, and to protect us and our users;

- (c) to fulfil any contractual agreements between you and us;
- (d) to send you details of our other products and services which we think may interest you, unless you opt out as described at paragraph 3.2 below;
- (e) to tailor our advertising on social media to your use of the Website;
- (f) to establish a valid contract with you and to process payments due under that contract;
- (g) to comply with legal and regulatory requirements such as any police investigations which may take place following an accident in one of our Vehicles;
- (h) to contact you occasionally in order to invite you to share your opinions and experiences of Scotland Overland.

3.2 We may use your email address to send you information about our services. If you do not wish to receive such information please send a message to this effect to [info@scotlandoverland.com](mailto:info@scotlandoverland.com) or telephone us on 0044 (0)1721 729 848.

#### 4 **Storage of Information**

- 4.1 All personal information provided by you and documents which we have created using the personal information you have provided (such as a Booking Confirmation Form) is stored on our secure servers. We will also retain hard copies of documents which contain your personal information at our secure office premises.
- 4.2 In addition, we (or third parties acting on our behalf) may also store or process information that we collect about you in countries outside the European Economic Area, which may have lower standards of data protection. Specifically, servers used by our Website are located in England and our third party service providers operate around the world. We have put in place technical and organisational security measures to prevent the loss or unauthorised access of your personal information. However, whilst we have used our best efforts to ensure the security of your data, please be aware that we cannot guarantee the security of information transmitted over the Internet.

#### 5 **Legal Basis for Processing Your Information**

- 5.1 Our legal basis for collecting and using the personal information described above will depend on the personal information concerned and the specific context in which we collect it.
- 5.2 However, we will normally collect personal information from you only
  - (a) where we have your consent to do so;
  - (b) where we need the personal information to perform a contract with you; or
  - (c) where the processing is in our legitimate interests and not overridden by your rights. In some cases, we may also have a legal obligation to collect personal information from you.
- 5.3 If we ask you to provide personal information to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether the provision of your personal information is mandatory or not (as well as the possible consequences if you do not provide your information).
- 5.4 Similarly, if we collect and use your personal information in reliance on our legitimate interests (or those of any third party), we will make clear to you at the relevant time what those legitimate interests are.

## 6 **Disclosure of Your Information**

6.1 We may disclose your personal information to third parties when required or permitted by law including:

(a) with your consent;

(b) to our insurers, the police or such other bodies as may be legally entitled to demand the disclosure of any personal information we may hold about you pursuant to legislation in force at the relevant time;

(c) to our file storage, email and website management services providers and our payment services provider (as discussed at paragraph 3.1 above) when we process your payment(s). These suppliers' use of your personal data may be subject to their own privacy policies, which are available on their websites, and which we suggest you familiarise yourself with in the relevant circumstances set out above;

(d) if we sell or buy any business or assets, in which case we may disclose your information to the prospective seller or buyer of such business or assets, provided that they continue to use your information substantially in accordance with the terms of this Privacy Policy;

(e) if all, or substantially all of our assets, are acquired by a third party provided that they continue to use your information substantially in accordance with the terms of this Privacy Policy, in which case information held by us will be one of the transferred assets;

(f) if we are under a duty to disclose or share your information in order to comply with any legal obligation, or in order to enforce or apply our Terms and Conditions and other agreements; or to protect our rights, property, or safety, our users, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## 7 **Data Retention**

7.1 We retain personal information we collect from you where we have an ongoing legitimate business need to do so (for example, to provide you with a service you have requested or to comply with applicable legal, tax or accounting requirements).

7.2 When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymise it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

## 8 **Your Rights**

8.1 You have the following data protection rights:

(a) you can edit your personal details whenever you wish, you can exercise these rights by contacting us using the contact details provided under the "Contacting Scotland Overland" heading below;

(b) you can object to processing of your personal information, ask us to restrict processing of your personal information or request portability of your personal information. Again, you can exercise these rights by contacting us using the contact details provided under the "Contacting Scotland Overland" heading below;

(c) you may unsubscribe from certain email communications by informing us using the contact details provided under the "Contacting Scotland Overland" heading below;

(d) If we have collected and process your personal information on the basis of your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent;

(e) If you have any privacy-related questions or unresolved problems, you may contact us using the information provided under the "Contacting Scotland Overland" heading below.

8.2 You have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact your local data protection authority. (Contact details for data protection authorities in the European Economic Area, Switzerland and certain non-European countries (including the US and Canada) are available [here](#).)

8.3 The Website may, from time to time, contain links to and from the websites of third parties. If you follow a link to any of these websites, please note that these websites have their own privacy policies. Please check these policies before you submit any personal information to these websites.

## **9 Children**

9.1 We strongly believe in protecting the privacy of children. In line with this belief, we do not knowingly collect or maintain personal information from persons under 13 years of age, and no part of the Website is directed to persons under 13 years of age. If you are under 13 years of age, then please do not use or access the Website at any time or in any manner. We will take appropriate steps to delete any personal information of persons less than 13 years of age.

## **10 Cookies**

10.1 The Website may use cookies. Cookies are small files stored on your computer's hard drive which are used to collect your personal information. You may choose to refuse cookies but, if you do so, some of the functionality of the Website may no longer be available to you.

## **11 Updating this Privacy Policy**

11.1 We may update or amend this Privacy Policy from time to time, to comply with law or to meet our changing business requirements. When we update our Privacy Notice, we will take appropriate measures to inform you, consistent with the significance of the changes we make. Any updates or amendments will be posted on the Website. By continuing to access the Website, your access and use will be subject to these updates and amendments.

## **12 Contacting Scotland Overland**

12.1 If you have any questions, comments or complaints about this Privacy Policy, please contact us using the details below:

**S. Overland Limited**

**Data Protection Officer**

**Unit 10(B) South Park Industrial Estate**

**Peebles**

**EH45 9ED**

**Email: [info@scotlandoverland.com](mailto:info@scotlandoverland.com)**

**Tel: 0044 (0)1721 729 848**

