

CAMPLIFY'S HIRER TERMS AND CONDITIONS

1. HIRING TERMS AND CONDITIONS

- 1.1 The contract for the hire of the Camplify Equipment (as defined below) (**Camplify Hire Contract**) is made up of separate documents that together form the contract You have with Us. They are:
- (a) the Camplify tax invoice for the rental of the Camplify Equipment (as defined below) provided to You prior to the Start of the Rental (as defined below), including the payment receipt and booking confirmation email (**Tax Invoice**);
 - (b) the Camplify Policies (as defined below);
 - (c) any other terms, documents or policies provided or adopted by Camplify and provided or notified to You prior to the Start of the Rental (as defined below),
 - (d) the Equipment Owner's (as defined below) hiring rules as stated on the listing of the Camplify Equipment on the Camplify Website (as defined below) at the time of booking; and
 - (e) these rental terms and conditions (**Terms and Conditions**) which You have agreed and accepted.
- 1.2 We ask that You take Your time to read the Camplify Hire Contract carefully before commencing Your Rental as We want You to fully understand Your rights and obligations. When You read the Camplify Hire Contract, if there is anything that You or an Authorised Driver do not understand please advise Us before the Start of the Rental as Your acceptance of these terms through the Camplify Website is Your acknowledgement that You have read and understood the Camplify Hire Contract in its entirety and that You agree to be bound by it.
- 1.3 We may use electronic signatures or click wrap or browse wrap agreements as a means of entry into this Camplify Hire Contract. When You insert an electronic signature or accept a click wrap or browse wrap agreement by the means provided, including but not limited to, accepting a check or tick box to acknowledge acceptance, You consent to the use of this means of acknowledgement and acceptance of all and every part of the Camplify Hire Contract, including but not limited to, Your obligations under the Camplify Hire Contract.
- 1.4 The date of the Camplify Hire Contract is the date shown in the Tax Invoice. If the Equipment Owner operates a commercial hire business with its own terms and conditions You must also consider these terms and conditions, however, to the extent that there is any inconsistency with the Terms and Conditions, these Terms and Conditions will prevail.

Definitions

Accident means an unintended and unforeseen act or collision between the Camplify Equipment and any other object, including another vehicle, which results in Damage or Third Party Loss.

Accident Excess Amount means the total amount per event/incident under the Accident Excess Reduction Package, as set out in the Tax Invoice, that You may be

charged as per clause 6 below. The total amount per event/incident payable by You is subject to any Accident Excess Reduction Package you select.

Accident Excess Deposit means the amount due at Start of the Rental Period pursuant to the relevant Accident Excess Reduction Package.

Accident Excess Reduction Package means the Accident Excess Reduction Package selected by You, as set out in the booking. The range of available Accident Excess Reduction Packages is set out at <https://www.camplify.co.uk/accident-excess> as may be amended from time to time.

Authorised Driver means any driver of the Camplify Equipment approved by Us in writing before the Start of the Rental.

Camplify means Camplify Co (UK) Ltd (Company number:10710562).

Camplify App means the Camplify application for download on any Apple or Android device via the app store.

Camplify Breakdown Cover Policy means the breakdown insurance cover provided by Camplify for Camplify Equipment driver by hirers and booked through the Camplify Website, the terms and conditions of which are available here: www.camplify.co.uk/breakdownpolicy as may be amended from time to time.

Camplify Cancellation Policy means the Camplify Cancellation Policy available at <https://www.camplify.co.uk/cancellation-policies> as may be amended from time to time.

Camplify Equipment means the Equipment Owner's equipment that may be hired or rented to You. This may include but is not limited to caravans, camp trailers, motor homes, towing vehicles and towable vehicles or other recreational vehicles as described in the Tax Invoice.

Camplify Extenuating Circumstance Policy means the Camplify Extenuating Circumstance Policy available at <http://www.camplify.co.uk/extenuating-circumstances> as may be amended from time to time.

Camplify Policies means the Camplify policies referred to in this Camplify Hire Contract and any other policies adopted by Us from time to time as notified to You by Us.

Camplify Website means the website at www.camplify.co.uk.

Complaints and Member Dispute Resolution Policy' means the Camplify Complaints and Member Dispute Resolution Policy available at <https://www.camplify.co.uk/terms/disputes> as may be amended from time to time.

Charge Per Excess Mile means the charge per excess mile set out in the Equipment Owner's hiring rules in the listing for the Camplify Equipment or as agreed on a per-booking basis with You.

Damage means any loss or damage to the Camplify Equipment including but not limited to its parts, components and accessories as well as any other damage contemplated in clause 6 and any Loss of Use.

End of the Rental means the date and time shown in the Tax or at the time agreed with the Equipment Owner, whichever is the later.

Equipment Owner means the person or any other legal entity that owns the Camplify Equipment.

Equipment Rental Services means certain ancillary items that an Equipment Owner may choose to make available for rental by You, alongside the Equipment. This may include but is not limited to equipment such as portable speakers, beach umbrellas, bike racks, portable barbecues or electric brake controllers.

Fair Wear and Tear is as set out in the Fair Wear and Tear Guide – Camplify Owners and Hirers available at <https://www.camplify.co.uk/fair-wear-and-tear-guide> as may be amended from time to time.

Group means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

Group Company means in relation to a company, any member of its Group.

Instant Bookings means a method of booking the hire of the Camplify Equipment whereby you may book immediately without needing to send a booking request to the Equipment Owner for approval.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Tax Invoice because the Camplify Equipment is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

Major Breach means a breach of any of clauses 3, 4, 5, 6 and 10 of these Terms and Conditions.

Major Extenuating Circumstances means as extenuating circumstance as determined and notified by Us on the Camplify Website.

Mechanical Breakdown means the failure of mechanical and/or accessories, as determined by Camplify, which may include the living cabin, water pump and/or shower/toilet. Defects and repairs of Wi-Fi, travel devices, radio, TV, CD or DVD player, awning, cruise control, etc. are not considered mechanical breakdowns.

Miles Allowance means the mileage allowance set out in the Equipment Owner's hiring rules in the listing for the Camplify Equipment or as agreed on a per-booking basis with You.

Overhead Damage means overhead damage to the Equipment during the Rental Period, and more specifically:

- (a) for motorhomes and campervans, overhead damage means Damage above the top of the door seal or the top of the front and back windscreens; and
 - (b) for caravans and pop ups, overhead damage means Damage to anything or anywhere above the area where the side walls meet the roof of the van,
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or damage to third party property, caused by the Equipment coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Equipment, or You or any person standing or sitting on the roof of the Equipment.

Post-Hire Checklist means the post-hire checklist found on the Camplify App, further details are available at: <https://help.camplify.co.uk/en/support/solutions/articles/35000152179-what-are-the-pre-hire-and-post-hire-checklists-as> may be amended from time to time.

Pre-Hire Checklist means the pre-hire checklist found on the Camplify App, further details are available at: <https://help.camplify.co.uk/en/support/solutions/articles/35000152179-what-are-the-pre-hire-and-post-hire-checklists-> as may be amended from time to time.

Rental means the rental or hire of the Equipment owned by the Owner to customers or hirers through the Camplify Website.

Rental Charges means the charges payable for renting the Camplify Equipment and/or the Equipment Rental Services from the Equipment Owner together with any taxes or levies which are all fully set out in the Tax Invoice.

Rental Location means the location of the Equipment Owner as shown in the Tax Invoice.

Rental Period means the period commencing on the day shown in the Tax Invoice at the time agreed with the Equipment Owner and concluding at the End of the Rental at the time agreed with the Equipment Owner. For the avoidance of doubt, the rental period covers the number of calendar days independently of being a whole or part day from the Start of the Rental to the End of the Rental. By way of example, if You pick up the Equipment at 5PM on a Friday and return the Equipment at 9AM on a Monday you will be charged for four (4) full days.

Representatives means in relation to each party and any member of its Group:

- (a) its officers and employees that need to know the Confidential Information for the purposes of the Agreement;
- (b) its professional advisers or consultants who are engaged to advise that party and/or any member of its Group in connection with or for the purposes of the Agreement;
- (c) its contractors and sub-contractors engaged by that party and/or any member of its Group in connection with or for the purposes of the Agreement; and
- (d) any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with for the purposes of the Agreement.

Sealed Road means a road sealed with a hard material such as tar, bitumen, or concrete.

Start of the Rental means the date and time that the rental commences as shown in the Tax Invoice or at the time agreed with the Equipment Owner.

Tax Invoice means the booking summary email sent to the Hirer via the Camplify website before the Rental

Third Party Loss means any loss or damage to third party property, including but not limited to, loss of the Equipment Owner, other motor vehicles and any claim for third party loss of income or consequential loss.

Towing Vehicle means the vehicle used to tow the Camplify Equipment as described and approved by Us in the Tax Invoice.

Underbody Damage means any damage to the Camplify Equipment caused by an impact to the underside of the Camplify Equipment by an impact with the road or any obstruction that does not arise as result of an impact with another vehicle.

We, Us, Our, means Camplify Co (UK) Ltd (Company number: 10710562).

You, Your means the person, whether it is an individual, a firm or company that rents the Camplify Equipment from Us.

2. CAMPLIFY ACTING AS AGENT

- 2.1 Camplify carries on the business of providing an online platform, being the Camplify Website, for the renting of equipment such as caravans, camp trailers, motorhomes, campervans or other equipment to customers on a 'peer to peer' and commercial basis.
- 2.2 Camplify is the provider of the Camplify Website only. You acknowledge that Camplify does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any equipment for hire under the Camplify Hire Contract, including the Camplify Equipment. The Equipment Owner is responsible for the Camplify Equipment, and the information provided in the listing about the Camplify Equipment on the Camplify Website.
- 2.3 The Equipment Owner has appointed Camplify as its agent to market and promote the rental of the Camplify Equipment and provision of the Equipment Rental Services, and Camplify has accepted that appointment.

3. HIRING TERMS AND CONDITIONS

Who may operate the Camplify Equipment?

- 3.1 Only You or an Authorised Driver may operate the Camplify Equipment. Allowing someone who is not authorised by Us to tow or drive the Camplify Equipment will be considered a Major Breach of the Camplify Hire Contract.
 - 3.2 In order to verify the identity of the individual, any Authorised Driver must present their driving licence within 48 hours of being requested to do so. If Camplify or the Equipment Owner are unable to verify your identity, this will result in the cancellation of your booking. Failed licence verifications performed outside the above-mentioned timeframe will be charged according to the Camplify Cancellation Policy applicable to the booking.
 - 3.3 You shall present your driving licence to the Equipment Owner at the Start of the Rental. The Equipment Owner shall take a picture of each driving licence and add it
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to the Pre-Hire Checklist. Any driver not added to the checklist who causes Damage will be required to pay all costs, losses and expenses involved, including but not limited to potential loss of income and any other special, indirect or consequential loss suffered or incurred by the Equipment Owner.

- 3.4 If there is a Major Breach of the Camplify Hire Contract neither You nor any Authorised Driver shall have cover for any Damage or for any Third Party Loss. You and any Authorised Driver will be personally liable to pay for the Damage and for any Third Party Loss.
 - 3.5 You and any Authorised Driver must be at least 25 years of age and must not be over the age of 70 to hire and operate the Camplify Equipment, unless We have agreed to a variation of that restriction before the Start of the Rental, unless a different age range is stated on the Camplify listing or it is otherwise agreed in writing with the Equipment Owner. Under 25s may be liable for the Additional Accident Excess Amount which will be notified to You.
 - 3.6 You and any Authorised Driver must hold a valid licence to drive the Camplify Equipment that is not subject to any restriction or condition. Camplify only accepts driving licences issued by the UK, EU, EEA, AUS and NZ. You and any Authorised Driver must have held a valid licence for at least 2 years.
 - 3.7 Probationary or provisional licence holders and learner drivers must not drive the Camplify Equipment. To be eligible to drive the Camplify Equipment, you and any Authorised Driver must have not accumulated 6 or more penalty points or have been penalised for any major conviction (any convictions coded AC, BA, CD10-90, DD, DR, IN, LC30-50, MS40-90, UT) in the past 5 years. In addition, you or any Authorised Driver must have had no driving bans, nor have any prosecution pending or have been involved in more than two accidents in the preceding three years. To meet these criteria, all Authorised Drivers are required to pass a DVLA check before a booking can be confirmed.
 - 3.8 Clauses 3.5, 3.6 and 3.7 apply unless the Equipment Owner has his own insurance policy which applies to the hiring of the Camplify Equipment. In such circumstances, the Equipment Owner will notify You of the variations to the clauses that are applicable to the Rental. You should expect to be notified on or around the time the Equipment Owner performs a check of the Authorised Drivers with the DVLA/insurance provider if any variation applies.
 - 3.9 You shall comply with all applicable laws and regulations in connection with the Rental and this Camplify Hire Contract, including but not limited to all relevant traffic laws and regulations.
 - 3.10 Foreign driving licences issued by governments outside the UK, EU, AU, CAN, USA, NZ are required to go through additional checks to comply with the terms of the insurance. Hirers will be contacted by the Equipment Owner or our support team to go through relevant checks and fully confirm the booking. An Additional Accident Excess Amount may be payable by You if you have a foreign driving licence.
 - 3.11 You are required to go through a driving licence verification that must be performed within 48 hours of Us asking You to carry it out. DVLA check failure will result in the cancellation of Your booking subject to no cancellation fee and you will be refunded in full. Failed licence checks performed outside the above-mentioned timeframe will be charged according to the cancellation policy applicable to the Rental. Licence checks can be performed up to seven days before the start of the Rental, or within
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that period for last minute bookings. Camplify takes no responsibility for any losses, damages, costs and expenses resulting from the cancellation of your booking arising from Your failure to meet the requirements set out above or in the event you do not successfully pass the licence checks.

4. PROHIBITED USE

- 4.1 The Camplify Equipment must not be operated by You or any Authorised Driver:
- (a) if You or any Authorised Driver is intoxicated, or under the influence of drugs or alcohol, or has a blood alcohol content or any urine or oral fluid sample that exceeds the limit set by law and You and any Authorised Driver must not fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
 - (b) acting recklessly or dangerously;
 - (c) whilst the Camplify Equipment is damaged, unroadworthy or unsafe;
 - (d) not carry, or allow the Camplify Equipment to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Camplify Equipment. You or any Authorised Driver must ensure that each passenger in the Camplify Equipment appropriately uses the seat belt restraint;
 - (e) provided it is reasonable in the circumstances to do so, not drive the Camplify Equipment after an accident or hitting an object (including an animal) until You have obtained Our approval to do so; and
 - (f) not use the Camplify Equipment to prepare, commit or assist in the preparation or commission of any terrorist act.
- 4.2 You and any Authorised Driver must not use the Camplify Equipment:
- (a) for any illegal purpose;
 - (b) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (c) to carry passengers for hire, fare or reward; or
 - (d) in connection with the motor trade for experiments, tests, trials, or demonstration purposes, unless permitted in writing by Camplify.
- 4.3 You and any Authorised Driver must not:
- (a) modify the Camplify Equipment in any way;
 - (b) sell, rent, lease or dispose of the Camplify Equipment; or
 - (c) register or claim to be entitled to register any interest in the Camplify Equipment.
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- 4.4 You and any Authorised Driver must not smoke in the Camplify Equipment and You must prevent all other persons from doing so.
- 4.5 Unless agreed with the Owner (and/or specified in the Owner's listing on the Camplify Website), You and any Authorised Driver must not use the Camplify Equipment to transport any animals except assistance animals.
- 4.6 You must ensure that the MTPLM of the Camplify Equipment is not greater than Your vehicle's (or the vehicle you intend to use's) MPTW.

5. WHERE THE CAMPLIFY EQUIPMENT CAN AND CANNOT BE USED

- 5.1 Where the Camplify Equipment is for on-road use, the Camplify Equipment must be operated on a Sealed Road at all times with the exception of:
 - (a) well maintained access roads less than 6 miles that are used for access to recognised campsites; or
 - (b) a road where roadworks are being conducted by a statutory road authority.
- 5.2 Camplify Equipment must not be used in any area that is prohibited by national and local regulations or by Us. Prohibited areas include: roads that are prone to flooding or are flooded; beaches, streams, rivers, creeks, dams and floodwaters; any road where the police or an authority has issued a warning; any road that is closed; any road where it would be unsafe to drive the Camplify Equipment; any area that is off-road; and any area where major snow has fallen or is likely to fall or if the Camplify Equipment is not equipped for winter driving.
- 5.3 If the Equipment Owner has an appropriate insurance policy as approved by Camplify, the Camplify Equipment may be eligible for off road usage.
- 5.4 The Owner must provide written authorisation for off road use before the Rental commences.
- 5.5 If requested by Us, You must sign the off-road hirer agreement for the Camplify Equipment to be used off road before the Rental commences.
- 5.6 Only Camplify Equipment that is specially built for off road activity by the manufacturer is permitted to be used off road.
- 5.7 Whilst being driven off-road, accidental damage to suspension or drive-train components or underbody panels or apparatus fixed beneath the vehicle is considered a breach of the Terms and Conditions and may not be covered by insurance. Please check the Owner's Insurance policy.
- 5.8 Camplify reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the Rental Period.

6. YOUR OBLIGATIONS AND YOUR LIABILITY

- 6.1 At the Start of the Rental You must:
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- (a) pay Us an Accident Excess Deposit. Some Equipment Owners who offer their own insurance policy for their listing on the Camplify Website may ask You to provide an accident excess deposit and for that to be paid directly to the Owner to ensure they are compliant with the terms of their insurance. That transaction will take place outside of the Camplify Website;
 - (b) check that the Camplify Equipment complies with all requirements required by the laws of England and Wales;
 - (c) undergo an induction carried out by the Equipment Owner as to the safe use, operation and handling of the Camplify Equipment; and
 - (d) complete the Pre-Hire Checklist via the Camplify App with the Equipment Owner.
- 6.2 The Accident Excess Reduction Package varies based on the Rental type and the type of the Camplify Equipment. The full costs of the different Accident Excess Packages can be found here: <https://www.camplify.co.uk/accident-excess> as amended from time to time.
- 6.3 Your Accident Excess can be reduced by selecting an Accident Excess Reduction Package before the start of the Rental Period via the Camplify Website. Packages can be found here: <https://www.camplify.co.uk/accident-excess> as amended from time to time.
- 6.4 At the End of the Rental You must:
- (a) return the Camplify Equipment in the same condition it was in at the Start of the Rental, Fair Wear and Tear excepted;
 - (b) pay for any Damage to the Camplify Equipment, or for its loss as a result of theft, subject to the benefit of insurance pursuant to clause 9;
 - (c) whether possible, complete a Post-Hire Checklist with the Equipment Owner; and
 - (d) pay cleaning costs and any other costs We or the Equipment Owner incur in reinstating the Camplify Equipment to the same condition it was in at the Start of the Rental, Fair Wear and Tear excepted.
- 6.5 The Accident Excess Deposit will be refunded at the End of the Rental if You have fulfilled Your obligations under the Camplify Hire Contract and the following have been satisfied:
- (a) all amounts due to Us under the Camplify Hire Contract have been paid by You;
 - (b) the Camplify Equipment has been returned by You to the Equipment Owner at the Rental Location at the End of the Rental;
 - (c) the Camplify Equipment is returned full of fuel; and
 - (d) there is no Damage or Third Party Loss.

Refunds by credit card can take up to 21 working days depending on your financial institution.

- 6.6 In spite of any other clause in the Terms and Conditions, if the Camplify Equipment is returned:
- (a) with Damage, the Accident Excess Deposit shall be used to cover Our and/or the Equipment Owner's costs of the Damage;
 - (b) in an unclean condition, the Accident Excess Deposit shall be used to cover Our and/or the Equipment Owner's costs of cleaning the Camplify Equipment up to an amount of £150; and/or
 - (c) otherwise not in its original condition, the Accident Excess Deposit may be used to cover reasonable costs incurred by Camplify and/or the Equipment Owner in restoring it to its original condition, including but not limited to replacing missing equipment or the Equipment Rental Services; and/or
 - (d) not full of fuel, the Accident Excess Deposit shall be used for refuelling the Camplify Equipment so that it is full of fuel.
- 6.7 The Accident Excess Deposit may be used by Camplify to pay any toll charges/fines that arise during the Rental Period or relate to your Rental and that have not been paid by You. You and any Authorised Driver must pay all fines and infringements as well as any fines or charges imposed for parking or towing the Camplify Equipment or release of the Camplify Equipment if it has been seized. If We pay for any fines or infringements incurred by You during the Rental Period, We will charge You an administrative fee for all such payments as well as charging You for the fine or infringement. Should You fail to pay within the given terms, Camplify reserves the right to charge the card associated to your booking with no prior notification.
- 6.8 The Miles Allowance and Charge Per Excess Mile Fee is indicated on booking request on Camplify. Any excess mileage fee is payable by You on return of the Camplify Equipment.
- 6.9 Should the Accident Excess Deposit not cover the costs set out in clauses 6.5, 6.6 and/or 6.7 above, You shall be liable for any costs that are in excess of the Accident Excess Deposit, and hereby authorise Camplify to charge your credit card accordingly.
- 6.10 You agree that the Accident Excess Deposit shall be used by Us to cover any Damage, Third Party Loss and any other loss, costs and expenses suffered or incurred by Camplify and/or the Equipment Owner. Should the Accident Excess Deposit not adequately cover such Damage, loss, costs and expenses, You shall be liable for all Damage, loss, costs and expenses and hereby authorise Camplify to charge your credit card accordingly. You acknowledge and agree that the Accident Excess Amount applies in respect of each event, not per Rental.
- 6.11 If at any time Your credit card is unable to be charged, You agree to pay all outstanding amounts to Camplify within 30 days of Camplify's written demand. If you fail to pay within the required 30 days, Camplify may pass your debt to a debt recovery agent. Any additional charges associated with this shall be payable by You.
- 6.12 During the Rental Period, You and any Authorised Driver must make sure that the Camplify Equipment is locked when not in use or unattended and You and any Authorised Driver must keep the keys in Your possession at all times. You and any Authorised Driver must take reasonable care of the Camplify Equipment by:
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- (a) preventing it from being damaged;
- (b) making sure that it is protected from the weather;
- (c) maintaining the tyre pressures;
- (d) maintaining fluid levels as per manufacture or Owner's reference;
- (e) operate the Camplify Equipment in line with Owner's and manufacturer's instructions; and
- (f) ensure it is not overloaded.

Failure to act in the manner outlined above is a breach of the Terms and Conditions and you as the Hirer will be responsible for damages caused by this.

6.13 If during the Rental Period, the Camplify Equipment develops a fault:

- (a) You must inform Us immediately and not drive or use the Camplify Equipment unless We have authorised You to do so; and
- (b) You must not let anyone else repair or work on the Camplify Equipment without Our prior written authority to do so.

6.14 At all times, You are responsible for:

- (a) damage caused where the terms of this Camplify Hire Contract have been breached;
 - (b) damage caused by negligent act or omission;
 - (c) damage caused to the Camplify Equipment in any way by partial or total inundation, intrusion, or immersion in water (including but not limited to a pothole, ditch or riverbed) or exposure of the Camplify Equipment to saltwater;
 - (d) damage caused due to a single vehicle or Equipment rollover;
 - (e) damage caused to tyres and windscreen except where "Gold Accident Excess Reduction Package", as set out here: <https://www.camplify.co.uk/accident-excess> as amended from time to time, has been purchased;
 - (f) damage caused to the Camplify Equipment by Your wilful conduct;
 - (g) damage or loss caused to any personal belongings;
 - (h) damage caused due to use of incorrect or contaminated fuel;
 - (i) damage to the awning, slide out or any Equipment Rental Services supplied with the Camplify Equipment;
 - (j) damage to the underbody of the Camplify Equipment;
 - (k) damage to the rooftop tent;
 - (l) damage to wind up mechanisms;
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- (m) damage in the event of any accident involving a third party, where no liability is admitted by the other party or if it cannot be determined;
 - (n) return of the Camplify Equipment to a drop location agreed with the Equipment Owner on time;
 - (o) return of the Camplify Equipment in the same or better condition as it was at the start of the Rental; and
 - (p) cleaning of the Camplify Equipment, including if applicable the shower and toilet.
- 6.15 Any accident or damage must be reported to either Camplify or the Equipment Owner as soon as it occurs. Failure to do so may result in additional charges over any Accident Excess agreed during the booking process. Such charges will be disclosed by the insurer during the claims process.
- 6.16 Your Accident Excess Reduction Package does not apply if there is a Major Breach of the Camplify Hire Contract even if you have purchased an Accident Excess Reduction Package and the Accident Excess Amount has been paid.
- 6.17 Even if you purchase an Accident Excess Reduction Package and You pay the Accident Excess Amount, You have no Accident or Damage cover for:
- (a) Damage caused where the terms of this Camplify Hire Contract have been breached by You or an Authorised Driver;
 - (b) Damage caused by the use of the Equipment in any area prohibited by the Camplify Hire Contract;
 - (c) Underbody Damage caused deliberately or recklessly by You, any Authorised Driver, a person who is not an Authorised Driver but is using the Camplify Equipment with Your actual or implied consent, or any passenger of the Camplify Equipment;
 - (d) Overhead Damage;
 - (e) Damage caused by total or partial inundation or immersion of the Camplify Equipment in water or exposure of the Camplify Equipment to salt water, including that which occurs whilst the Camplify Equipment is being used or transported;
 - (f) Damage caused or contributed to by You where You leave the scene of an Accident prior to the attendance of the police or reporting the Accident to the police;
 - (g) Damage caused to tyres and windscreen except where the Accident Excess Reduction Package purchased by You excludes Your liability for this type of Damage;
 - (h) Damage caused to the Camplify Equipment by Your wilful, reckless or negligent conduct;
 - (i) Damage or loss caused to any personal belongings;
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- (j) Damage caused due to use of contaminated fuel or the incorrect fuel type for the Camplify Equipment;
 - (k) Damage to the awning, slide out or any Equipment Rental Services supplied with the Camplify Equipment;
 - (l) Damage to any rooftop tent;
 - (m) Damage to any wind up mechanisms;
 - (n) Loss resulting from a failure to return the Camplify Equipment to agreed drop-off location on time;
 - (o) Loss resulting from a failure to return the Camplify Equipment in the same or better condition as when the Camplify Equipment was picked up; and
 - (p) Costs involved in the cleaning of the Camplify Equipment, including if applicable the shower and toilet.
- 6.18 Should You wish to extend the Rental Period during the Rental, You must first obtain authorisation from the Equipment Owner. Any extension is subject to availability of the Camplify Equipment.
- 6.19 The extra cost associated with a modification to the terms of a Rental and/or to the extension of a Rental must be paid by credit card on the Camplify Website immediately on confirmation of the extension of the Rental. The additional days will be at the daily standard gross rental charge for the Camplify Equipment applicable at the time of the extension.

7. DAMAGE

- 7.1 At the Start of the Rental You must inspect the Camplify Equipment and compare any pre-existing Damage against the Pre-Hire Checklist, and using either a smartphone or a camera to take photographs of all sides of the exterior of the Camplify Equipment and retain such photographs. If You find any Damage that is not recorded on the Pre-Hire Checklist, You must report it (by phoning 0330 808 1811 or by sending an email to support@camplify.co.uk) before driving or using the Camplify Equipment.
- 7.2 At the End of the Rental Period, You must repeat the procedures for taking photographs as required by clause 7.1. You must email the original photos, unedited and in the highest resolution available to Us within five days of Our request.
- 7.3 You are responsible for Damage to, or theft of, the Camplify Equipment and subject to clause 9 (Insurance) and Your Accident Excess Reduction Package You must pay the Equipment Owner for any Damage to the Camplify Equipment, or its theft, that occurs during the Rental Period. Any punctures or other Damage to a tyre during Your Rental which is caused by driving over foreign objects is Your responsibility and You must repair or replace the punctured or damaged tyre at Your own expense. Regardless of the cause of the flat tyre or puncture, if You drive the Camplify Equipment with a flat tyre You will be responsible for any resulting damage to the wheel or the Camplify Equipment.

8. OUR OBLIGATIONS

- 8.1 The Equipment Owner will supply Camplify Equipment that is mechanically sound and in good working order considering the age of the Camplify Equipment. To the maximum extent permitted by law, neither We nor the Equipment Owner are responsible for any indirect or consequential loss You may suffer if the Camplify Equipment breaks down or is not fit for purpose.
- 8.2 Should the Camplify Equipment suffer a Mechanical Breakdown, You must report the Mechanical Breakdown to Camplify immediately with a full description of the breakdown and provide photographs. Camplify will raise these issues with the Equipment Owner and an authorised repairer (where necessary).
- 8.3 Failure by You to notify Camplify within six (6) business hours of a Mechanical Breakdown will be taken as an acknowledgement by You that the issues are of a minor nature such that You can make no claim for loss of time in respect of a Rental.
- 8.4 Should a Mechanical Breakdown continue for more than twelve (12) business hours after the reporting of a Mechanical Breakdown to Camplify under clause 8.2, you will be reimbursed up to a maximum of the daily rental rate for each day affected until the Mechanical Breakdown is rectified. Camplify may, in its sole discretion, provide accommodation if the Camplify Equipment is not habitable.
- 8.5 Camplify will not be liable for reimbursement under clause 8.4 where the Mechanical Breakdown occurs in the following conditions:
 - (a) Disrupted air conditioning in temperatures over 36 degrees Celsius;
 - (b) Electricity and/or Propox Gas heaters in temperatures under four (4) degrees Celsius; or
 - (c) Water pumps freezing in temperatures below two (2) degrees Celsius.

9. INSURANCE

- 9.1 Each Equipment Owner confirmed they have a comprehensive insurance policy ("**Policy**") that provides You or any Authorised Driver with cover for accidental damage to the Camplify Equipment or its theft. As You are liable for Damage to the Camplify Equipment, or its theft under the Camplify Hire Contract, at the Start of the Rental You must:
 - (a) Confirm the Insurance policy the Owner has in place;
 - (b) If the policy is not the Camplify top up hiring insurance policy:
 - (1) obtain a copy of the policy from the Equipment Owner and confirm that the policy is current for the Rental Period;
 - (2) confirm that it provides You and any Authorised Driver with the appropriate level of cover to protect You and any Authorised Driver from liability where there is accidental damage to the Camplify Equipment or it is stolen;
 - (3) obtain from the Equipment Owner a copy of the policy terms, conditions and exclusions; and
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- (c) during the Rental Period observe and comply with the policy terms, conditions and exclusions.
- 9.2 The sufficiency, effectiveness and adequacy of Insurance cover for the Camplify Equipment during the Rental Period is Your responsibility and We have no liability to You or the Equipment Owner in the event that the insurance cover is insufficient, ineffective or inadequate, or if indemnity under the policy is denied. If the Equipment Owner has elected to have their Camplify Equipment insured through Us the product disclosure statement can be found online at <https://www.camplify.co.uk/hirer-insurance>.
- 9.3 Each Camplify Equipment has cover for Third Party Loss or Damage caused by a fire in the Camplify Equipment, provided that the cause of the fire is an Accident. If the Equipment Owner operates a commercial hire business, insurance cover for the Camplify Equipment is in accordance with the terms and conditions under which the Camplify Equipment is hired by You from the Equipment Owner and You must ensure that the insurance cover is sufficient, effective and adequate and We have no liability to You or the Equipment Owner in the event that the insurance cover is insufficient, ineffective or inadequate, or if indemnity under the policy is denied.
- 9.4 We strongly recommend that You take out the highest level of travel insurance available to You. If You are responsible for the Accident, the Camplify Equipment's insurance will cover You for the liability except where you have committed a breach of the Camplify Hire Contract.
- 9.5 There is no insurance cover for personal items that are left in or stolen from the Camplify Equipment and You are strongly recommended to take out Your own insurance policy to cover any such loss.
- 9.6 Camplify is authorised by the Equipment Owner to act in the capacity as agent of the Equipment Owner to handle all claims relating to Accident or Damage to the Equipment.

10. RENTAL PERIOD, COSTS & CHARGES

- 10.1 The Tax Invoice shows the Rental Period for which You have hired the Camplify Equipment and the Rental Charges payable to Us for the Rental. At the End of the Rental You must return the Camplify Equipment no later than 10am on the date shown in the Tax Invoice or as agreed with the Equipment Owner in writing through the Camplify App.
 - 10.2 The agreed pick up and drop off times for the Equipment will be pre-arranged between You and the Equipment Owner through the Camplify Website. It is Your responsibility to ensure that the agreed pick up and drop off times are adhered to. If You return the Camplify Equipment more than one hour after the time set for its return in the Tax Invoice or as agreed with the Equipment Owner, We will charge You £80.00 per hour up to the value of one full day's rental and a further full day's rental for each 24 hour period thereafter until the Camplify Equipment is returned to the Equipment Owner. You will be responsible for any Damage or theft until Camplify Equipment is returned.
 - 10.3 At the End of the Rental, You must pay to Us all amounts owing pursuant to the Camplify Hire Contract. All monies payable under the Camplify Hire Contract are payable to Us in full at the End of the Rental and any monies that remain unpaid and outstanding after the End of the Rental will accrue interest at the rate of 4% per
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annum compounding daily from the date that is fourteen (14) days after the End of the Rental.

11. ACCIDENTS OR BREAKDOWNS

11.1 Camplify provides breakdown cover for vehicles driven by hirers and booked through the Camplify Website or Camplify App. The level of breakdown cover is based on your chosen liability cover. There are 2 levels;

(a) Standard. Standard cover is included with Standard Liability cover.

(b) Premium. Premium is included with Silver or Gold Liability cover.

11.2 If breakdown assistance is required the following terms will apply:

(a) In addition to costs not covered by the Camplify Breakdown Cover Policy, the Equipment Owner will be liable for all costs where the Camplify Equipment is at fault due to lack of maintenance or improper work carried out to the Camplify Equipment;

(b) the Hirer will also be liable for all costs due to negligence or improper use of the Camplify Equipment.

These costs are not covered by Your Accident Excess Amount and will be billed to You accordingly. Should You fail to pay within the terms determined by Camplify, Camplify reserves the right to charge your card without prior notification. Please ensure you read and understand the Camplify Breakdown Cover Policy which can be found here at www.camplify.co.uk/breakdownpolicy.

12. CANCELLATION POLICY

12.1 We appreciate that circumstances can change and that You may need to cancel Your booking.

12.2 A booking is deemed as cancelled when You click the cancel button on Your profile page relating to that booking. You must pay the cancellation fee notified to You when the cancellation is accepted.

12.3 The possible cancellation policies can be found here: <https://www.camplify.co.uk/cancellation-policies> (as amended from time to time).

12.4 Any entitlement to a refund for a cancellation that is not subject to government travel restrictions is subject to a Camplify refund processing fee ("**Refund Processing Fee**"), which is non-refundable and all taxes will be retained and remitted. No Refund Processing Fees apply to cancellations due to Major Extenuating Circumstances. Camplify in its sole discretion may waive the operation of Camplify's Cancellation Policy. Refunds can only be processed back to the original card used for payment except for expired cards. Credits will be applied when the refund by card cannot be processed.

12.5 During times of Major Extenuating Circumstances, Camplify may implement the Camplify Extenuating Circumstance Policy. If this occurs a notification will be posted

on the page <http://www.camplify.co.uk/extenuating-circumstances> (as amended from time to time). This page will outline the policy change during that period.

- 12.6 Camplify accepts no responsibility for any loss, damage, costs or expenses caused by cancellations, including cancellations by the Equipment Owner or due to Major Extenuating Circumstances. We strongly recommend that You take out the highest level of travel insurance available to You.
- 12.7 Equipment Owners may cancel Instant Bookings that are found to be in breach of the Equipment Owner's hiring rules as set out in the Equipment Owner's listing of the Camplify Equipment at the time of booking.
- 12.8 Equipment Owners may cancel paid Instant Bookings should You show one or more negative reviews on your Camplify profile.

13. MAJOR BREACH OF THE CAMPLIFY HIRE CONTRACT

- 13.1 If You or any Authorised Driver:
 - (a) commit a Major Breach of the Camplify Hire Contract in a way that causes Damage or Third Party Loss; or
 - (b) drive the Camplify Equipment in a reckless manner so that a substantial breach of road safety laws has occurred;
 - (c) purposely operate the Camplify Equipment in a manner other than outlined to You by the Owner during the pre-hire hand over;
 - (d) operate the Camplify Equipment in a manner otherwise in accordance with the Terms and Conditions;
 - (e) operate the Camplify Equipment off-road without having signed Camplify's off-road hirer agreement if requested by Camplify;
 - (f) do not return to the Owner the Camplify Equipment as agreed and outlined on the Camplify Tax Invoice;
 - (g) drive the Camplify Equipment to another country and/or considerably change the itinerary that you have previously agreed with the Equipment Owner, without seeking new consent from the Equipment Owner; or
 - (h) fail to report third party damage to the Equipment Owner or Camplify before the End of the Rental,

You and any Authorised Driver may have no cover under the Equipment Owner's insurance policy so You may be liable for all Damage to the Camplify Equipment or its theft, or any Third Party Loss. Such Third Party Loss may be recovered from You and/or any Authorised Driver.

- 13.2 In the event of a Major Breach, Camplify may immediately terminate the Camplify Hire Contract.
 - 13.3 Upon such termination under clause 13.2, We or the Equipment Owner may take immediate possession of the Camplify Equipment. You will be liable for any costs, expenses, losses or damages related to this process.
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14. DISPUTE RESOLUTION

If a dispute arises under or connection with this Camplify Hire Contract, a party must not commence any court proceedings (other than proceedings for urgent interlocutory relief) in respect of the dispute until it has complied with Camplify's Dispute Resolution Policy.

15. NOTICES

- 15.1 A notice must be in writing and signed by or on behalf of the sender addressed to the recipient and delivered:
- (a) by email;
 - (b) via the Camplify Website; or
 - (c) via the Camplify App.
- 15.2 Any notice sent by email, or via the Camplify Website or the Camplify App shall be deemed to have been received at the time of sending.

16. CONFIDENTIAL INFORMATION

- 16.1 Each party shall:
- (a) keep the Confidential Information secret and confidential;
 - (b) not use or exploit the Confidential Information in any way except for the purposes of the Agreement;
 - (c) not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with the Agreement; and
 - (d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the purposes of the Agreement. Any such copies, reductions to writing and records shall be the property of the disclosing party.
- 16.2 Any party in possession of Confidential Information of the other party shall establish and maintain adequate security measures to safeguard the Confidential Information from unauthorised access or use.
- 16.3 A party in possession of Confidential Information of the other party may disclose the Confidential Information to its Representatives, any of its Group Companies, or their Representatives on the basis that it:
- (a) informs those Representatives, Group Companies or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and
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- (b) procures that those Representatives, Group Companies or their Representatives comply with the confidentiality obligations in this clause as if they were the Recipient.
- 16.4 A party in possession of Confidential Information of the other party shall be liable for the actions or omissions of the Representatives, any of its Group Companies or their Representatives in relation to the Confidential Information as if they were the actions or omissions of that party.
- 16.5 Disclosure to the Serious Fraud Office relating to Bribery Act 2010 offences. A party in possession of Confidential Information of the other party may, provided that it has reasonable grounds to believe that the party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first notifying the other party of such disclosure.
- 16.6 Subject to the provisions of this clause 16, a party may disclose Confidential Information to the minimum extent required by:
 - (a) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
 - (b) the rules of any listing authority or stock exchange on which its shares or those of any of its Group Companies are listed or traded; or
 - (c) the laws or regulations of any country to which its affairs or those of any of its Group Companies are subject.
- 16.7 Before a party discloses any Confidential Information pursuant to clause 16.6 it shall, to the extent permitted by law, use all reasonable endeavours to give the other party as much notice of this disclosure as possible.
- 16.8 If a party is unable to inform the other party before Confidential Information is disclosed pursuant to clause 16.7 it shall, to the extent permitted by law, inform the other party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

17. OTHER GENERAL PROVISIONS

- 17.1 We may transfer our rights and obligations under the Terms and Conditions to another organisation. We will contact You to let You know if We plan to do this.
 - 17.2 You may only transfer Your rights or Your obligations under the Terms and Conditions to another person if We agree to this in writing.
 - 17.3 This Camplify Hire Contract is between You and Us. No other person shall have any rights to enforce any of its terms.
 - 17.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses of the Camplify Hire Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
 - 17.5 Even if We delay in enforcing this contract, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under the Terms and
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Conditions, or if We delay in taking steps against You in respect of Your breaking of the Camplify Hire Contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

- 17.6 The Camplify Contract is governed by the laws of England and Wales and You agree that courts in England and Wales have exclusive jurisdiction to determine any dispute that arises between You and Us. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 17.7 Your privacy is important to Us and We take all reasonable steps to ensure that Your personal information is securely held and protected from misuse of unauthorised access. We welcome every opportunity to resolve any concerns You may have with Our service. In the first instance contact Us to discuss Your concern. If any dispute arises between You and Us in relation to Damage to a Camplify Equipment, Camplify's 'Complaints and Member Dispute Resolution Policy' will apply.
- 17.8 The Complaints and Member Dispute Resolution Policy is available on Our website at <https://www.camplify.co.uk/terms/disputes> or by writing to: Internal Dispute Resolutions Officer Camplify Co (UK) Ltd 10710562, Marks Mews, 2 Castle Ln, Bedford MK40 3XD, United Kingdom. Your concern will be investigated by an officer with full authority to deal with the complaint and We will inform You of the outcome within fifteen working days of receiving Your letter.
- 17.9 You acknowledge the Camplify Equipment may be fitted with a GPS tracking device or other electronic tools to enable the geographical location of the Vehicle to be tracked or located. By hiring a Vehicle, You expressly consent to Us using a GPS tracking device on the Vehicle during the Rental Period and to Us collecting, using and retaining information from that device. Further information is available in Our Privacy Policy. <https://www.camplify.co.uk/terms>
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