

# Rental Terms and Conditions - Camptoo UK

## Version 1.3.1

London, August 30th, 2019

### 1. Definitions

- a. Driver: the person who has been specified by the Owner via the Website as the Driver of the Rental;
- b. Camptoo: Camptoo UK Ltd located on 239 Old Street, EC1V 9EY, London and registered under UK business number 10920721;
- c. Verifications: identity verification and / or vehicle verification carried out by Camptoo and / or the Insurer;
- d. Owner: the person who is the rightful Owner of the Rental;
- e. Excess Risk: the amount per incident that the Traveller is liable for in case of Breakdown or Damage. The amount is stated on the Booking Overview.
- f. Rental: the Owner's Camping Vehicle that is hired by the Traveller;
- g. Traveller: the person who hires the Camping Vehicle from the Owner;
- h. Rental Agreement: the Rental Agreement that is established through the Website by Camptoo;
- i. Rental Period: the length of the Rental Period of the Rental;
- j. Rent: the price for the use of the Rental during the Rental Period as set by the Owner;
- k. Inventory List: an overview of the Rental's inventory at the start of the Rental Period;
- l. Camping Vehicle: a motorhome, a van, a mobile home, (stationary) caravan, camper trailer, trailer tent or any other vehicle that is suitable for overnight accommodation;
- m. Rebooking costs: the extra Rent incurred by lessees having to rent an alternative through the Website after cancellation by lessor.
- n. Force Majeure: an impossibility to meet an obligation that cannot be attributed to any fault by the person beholden to the obligation, in effect releasing this person of their obligation. [This article](#) is leading in this definition.
- o. Breakdown: breakdown or damage of the Rental howsoever arising making it irresponsible/unsafe/impossible to continue driving the Rental and which are registered with the appropriate roadside assistance provider;
- p. Repair Costs: costs that are incurred in the event of Breakdown, in order to return the Rental to the same condition as prior to the Breakdown. Proof of such Repair Costs are purchase receipts for replacement parts and materials as well as repair invoices that meet the local legal requirements for tax receipts. Labour costs can be included as repair costs provided they have also been specified in an invoice meeting local legal specifications and said invoice is issued by a company registered with the Chambers of Commerce;
- q. Booking Overview: the Booking Overview is made available via the Website to the Traveller and Owner immediately after the payment has been made, or a revised Booking Overview which both the Traveller and the Owner have agreed upon in writing has been made available;
- r. Damage: damage (other than a Breakdown) to the Rental howsoever arising during the Rental Period. Damage does not include: wear and tear of parts that normally last less long than the vehicle itself, unless caused by negligent behavior on the part of the lessee. [This article](#) is leading herein.
- s. Insurer: the insurance company through which the Owner's Camping Vehicle is insured for rental;
- t. Insurance Policy: the Insurance Policy subject to which the Camping Vehicle is insured for renting out to Traveller(s);
- u. Website: the platform that is accessible via the Camptoo mobile app and the current and all future Camptoo websites (including but not limited to [www.Camptoo.nl](http://www.Camptoo.nl), [www.Camptoo.be](http://www.Camptoo.be), [www.Camptoo.com](http://www.Camptoo.com), [www.Camptoo.com.au](http://www.Camptoo.com.au), [www.Camptoo.co.uk](http://www.Camptoo.co.uk), or any other Camptoo website and underlying pages) and that offers Travellers and Owners the possibility to hire and / or to rent out a Camping Vehicle.
- v. Listing: the publication of details about an Owner's Camping Vehicle on the Website.
- w. Security Bond: an amount per Rental paid by the Traveller against which may be offset any additional expenses incurred during the Rental Period.

## **2. General**

- 2.1. These rental conditions apply to the Rental Agreement.
- 2.2. Deviations from these rental conditions are only valid if agreed upon in writing.
- 2.3. If one or more of the terms in these rental conditions are void or become void, the other terms of these rental conditions remain valid. The void or voided terms will be replaced, whereby the purpose and intent of the original term(s) will be taken into account as much as possible.
- 2.4. Camptoo reserves the right to change the rental conditions and to declare the amended rental conditions applicable to the existing agreements. Changes will be announced in writing or by e-mail and will take effect 20 days after the announcement.

## **3. Advertising of the Camping Vehicle via Camptoo**

- 3.1. The Owner must ensure that, from the moment the Camping Vehicle is listed on the Website, the Camping Vehicle complies with local applicable laws and regulations for driving on public roads.
- 3.2. The Owner must accurately and truthfully display and describe the Rental offered via the Website. The Owner is solely responsible for any content that it makes available on or through the Website and the Owner represents and warrants that the content will not infringe, misappropriate or violate a third party's intellectual property rights or any applicable laws. If in the reasonable opinion of Camptoo any Owner content infringes any of these terms it reserves the right to remove such content with any further notice.
- 3.3. The Owner is solely responsible for setting the Rent. Once a Traveller requests a booking of an Owner's Camping Vehicle and has been provided with the Total Travel Price the Owner may not request that the Traveller pays a higher Rent than in the booking request unless the Traveller's requirements change. The Total Travel Price must include the Additional Expenses listed at 5.2 of these terms which may be subject to change from time to time.
- 3.4. As soon as the Rental no longer meets the requirements in the above 3.1, 3.2 and/or 3.3, the Owner must immediately remove the Rental from the Website. If a removal of a Rental results in the cancellation of one (or more) future Rental Periods, the Owner is liable for any cancellation costs as described in 14.3.
- 3.5. The Owner must keep the availability and rates of the Rental up-to-date at all times via the Website.
- 3.6. If a rental period has been established outside of the Website, Camptoo may charge a fine of 250% of the missed commission to the Owner. If a rental request or periode has been cancelled and in the communication between Owner and Traveller there is an intent by the Owner to establish a rental period outside of the Website, Camptoo may charge aforementioned fine without having to prove if the rental period has actually been established.
- 3.7. Owners who operate their Camping Vehicles as part of a business must ensure their company name or website is not visible in the Listing or photos. If it is visible, this can be interpreted as an intent to establish a rental period outside of the Website as per Article 3.6.

## **4. Booking and the realization of the Rental Agreement**

- 4.1. A Traveller can only submit a reservation request via the Website. The Owner must respond to a reservation request within 24 hours. If the Owner accepts the reservation request, the Traveller will be notified by Camptoo via e-mail and SMS.
- 4.2. The Rental Agreement comes into effect after a down payment has been made as described in 5.3 and the outcome of the Traveller's and Owner's Verifications have been received by Camptoo and are positive.
- 4.3. If a rental period has been established outside of the Website, Camptoo may charge a fine of 250% of the missed commission to the Traveller. If a rental request or periode has been cancelled and in the communication between Owner and Traveller there is an intent by the Traveller to establish a rental period outside of the Website, Camptoo may charge aforementioned fine without having to prove if the rental period has actually been established.

## 5. Payment

5.1. Payments that the Traveller owes to the Owner, in accordance with the Rental Agreement, must be made and processed via the Website. The Owner must not request and the Traveller must not make any payments in relation to a Rental other than via the Website.

5.2. The Total Travel Price includes the following Additional Expenses:

- a. the transaction costs (with the exception of payments made via credit card);
- b. the hand-over costs;
- c. any vehicle insurance costs of the Rental;
- d. the actual rental cost of the Rental;
- e. Security Bond; and
- f. the Camptoo service charge.

5.3. After the Traveller's rental request has been approved by the Owner through the website, the Traveller can complete the reservation request by making a downpayment of 50% of the Total Travel Price up to a maximum of £400. The downpayment as well as all other payments must be processed through the Website. The Traveller must pay the remaining balance of the Total Travel Price no later than 8 weeks before the start date of the Rental Period. If the rental request is submitted 8 weeks or less before the start of the Rental Period, then the Traveller must pay 100% of the Total Travel Price to complete the reservation request.

5.4. Payments can be made via credit card, debit card and various local payment methods.

5.5. If any extra charges or expenses are incurred during the Rental Period, those charges and expenses will be charged to the Traveller after the Rental Period has ended. Such charges and expenses that could be charged to the Traveller include:

- a. loss of or damage to the Camping Vehicle as a result of failing to comply with this Rental Agreement or howsoever arising;
- b. Extra Rent as a result of late return of the Rental, 12.1;
- c. repair costs or replacement costs in the event of damage, up to the maximum excess of the Insurance Policy per incident;
- d. tolls and fines incurred by the Traveller with the Rental during the Rental Period;
- e. extra mileage;
- f. fuel costs if the Rental has not been returned with the same amount of fuel in the tank, plus handling costs of up to £40;
- g. cleaning costs of up to a maximum of £250, -, with a going rate of £10,- per 15 minutes of work, except when it is evident that pets or smokers have been in the Rental while the house rules do not permit this, then the Owner is entitled to charge such additional cleaning costs as are reasonable in the circumstances.;
- h. administration costs as described in 15; and
- i. other additional costs (if notified in advance in accordance with 12.10).

Owner will provide reasonable proof of these costs as required by Camptoo.

5.6. The Owner can use the security bond to capture the costs outlined in 5.5 from the Traveller. If the security bond is not sufficient, the extra costs will be invoiced to the Traveller separately. Traveller will be required to pay such costs within 7 days.

## 6. Security bond

6.1. The Security Bond per Rental Period and Rental is stated in the booking overview. The Traveller must pay or authorize the Security Bond through the Website at least one day before departure, otherwise an additional £25 handling fee is charged to The Traveller by Camptoo. Rental cannot be issued as long as the Security Bond has not been paid. Camptoo manages the Security Bond on its third-party account during and after the Rental Period until any additional costs and damages have fully been settled between the Owner and the Traveller.

6.2. Camptoo will send a final invoice within 5 working days, after the end of the Rental Period, and remove the credit card authorization or refund the Security Bond to the Traveller, minus any additional costs owed by the Traveller, assuming that a) no surcharges have been filed or all surcharges have been accepted by both parties and b) no Damage has occurred during the Rental Period.

If Damage has occurred during the Rental Period, then Camptoo will send a final invoice within 5 working days of the costs arising from that Damage being determined among Owner, Traveller and Insurance companies (if applicable). Camptoo will then remove the credit card authorization or refund the balance of the Security Bond to the Traveller, minus any additional costs owed by the Traveller.

6.3 In the event that the amount owed by the Traveller as a result of Damage, Breakdown or howsoever arising exceeds the amount of the Security Bond the invoice issued pursuant to 6.2 above will be payable by the Traveller within 14 days of issue.

## **7. Making the Rental available**

7.1. The Owner must make the Rental available to the Traveller at the location, time and date as stated in the Booking Overview. The Rental must be clean from the inside and the outside, and must include the inventory, accessories and properly functioning amenities as indicated in the advertisement on the Website at the time of the down payment by the Traveller.

7.2. If the Owner cannot make the Rental available, or cannot offer a different Rental which satisfies the Traveller, then the Traveller is entitled to cancel the Reservation according to 14.1.

7.3. If not all accessories and amenities shown in the advertisement are present in the Rental or if these are not all functioning properly, the Traveller can ask for a 5% refund on the rent per missing or non-functioning accessory or amenity (up to a maximum of £50 per accessory or amenity and a total of 25% refund), or the Traveller can cancel the Rental Agreement in accordance with 14.1.

7.4. When handing over the Rental the Owner must hand over the following documents to the Traveller:

- a) A valid insurance certificate of the Rental;
- b) The registration documents of the Rental;
- c) The Rental's user manual (if available); and
- d) The Rental's inventory (if available).

7.5. Prior to or upon collection of the Rental the Owner must obtain from the Traveller:

- a) Driver details and information;
- b) a utility bill (not older than 90 days) evidencing the Traveller's name and address;
- c) Copy of Driver's Driving Licence;
- d) DVLA check code where appropriate;
- e) a copy of the Traveller's certificate of insurance for the Rental Period.

7.6 The Owner must give the Traveller instructions for both driving the Rental as well as the proper use of the accessories and amenities.

7.7. The Owner must state any pre-existing defects and damages to the Traveller. If it appears that the Owner is attempting to pass on any pre-existing damage(s) to the Traveller, the actual costs for compiling an expert report, claims handling and extra administrative actions (such as reporting to the police for fraud) are at the Owner's expense .

7.8 if any condition mentioned in the Listing contradicts these Rental Terms and Conditions, these Rental Terms and Conditions overrule any condition mentioned in the Listing.

7.9 The advertisement and all features, conditions, house rules and rates that apply at the time of payment, apply until the Rental Period has ended and any damage and additional costs have been settled. Changes to these features, conditions, house rules and rates are only permitted in written agreement with the Traveller.

7.10. If a third party arranges the hand-over, the rental conditions still apply to the Owner.

7.11 The Traveller is responsible for filling in the transfer form when picking up the Rental, as described in 8.

7.12 If the Insurance Policy of the Owner requires them to comply with any additional requirements or obtain any additional documents for their records, it's the owner's responsibility to get these from the Traveller. For example: a traceable money transaction.

7.13 During the term of this Agreement the Owner must, at the Owner's expense, take out and maintain with an insurer approved by Camptoo:

- a) a comprehensive policy that provides cover for areas including indemnity for up to the full market value of the Camping Vehicle in the event of fire or theft;
- b) indemnity for third party loss;
- c) cover for use of the Camping Vehicle as a Rental and by a Driver; and
- d) a public liability policy that provides cover for at least £6,000,000 per claim.
- e) if the Owner operates a registered business. The Owner must supply their own public liability, and business liability insurance.

7.14 if any condition mentioned in the Listing contradicts these Rental Terms and Conditions, these Rental Terms and Conditions overrule any condition mentioned in the Listing.

## **8. Transfer Form**

8.1 The (digital) transfer form will be considered leading in determining the state of the Rental upon start and end of the Rental Period. Confirmation of the digital transfer form will be done by confirming via the form itself and will be considered legally binding. The hard copy transfer form will be physically signed in twofold.

8.2. The (digital) transfer form includes:

- a) the mileage and fuel level as at the start and end of the Rental Period;
- b) a note of any exterior damage;
- c) whether the Rental is clean;
- d) whether the Inventory List is complete and correct;
- e) whether the required documents are present in accordance with 7.4;
- f) whether all accessories and amenities, as indicated in the Listing, are present and functioning properly.

8.3. If the Rental is not in a reasonable clean condition, the person responsible for determining the condition of the Rental must take pictures clearly displaying the state of the vehicle and make these pictures available to Camptoo via the digital transfer form or by sending them to the following email: [support@Camptoo.co.uk](mailto:support@Camptoo.co.uk). Photos should clearly show what is not clean. If cleaning takes more than 10 minutes, Traveller can ask to be compensated for this at a going rate of £10,- per 15 minutes of work.

8.4. Both the Owner and the Traveller can approve or dispute the submitted (digital) transfer form by making an objection on the (digital) transfer form and by including photographs to substantiate the objection. If no objection has been made within 30 minutes after the transfer form has been submitted, the (digital) transfer form will automatically be approved. For the paper version of the transfer form both parties need to sign the form prior to starting the Rental Period, and damage must be noted on the form under 'remarks'.

8.5. Upon picking up the Rental, the Traveller and Owner must report via the transfer form any damages and defects present on the interior or exterior of the Rental. After confirming, no damages or defects can be considered pre-existing, with the exception of damages or defects which are not inspectable prior to starting the rental period, such as hidden defects. Such defects should be reported to Owner and Camptoo at the earliest possible opportunity.

8.6 Upon dropping off the Rental, the Traveller and Owner must report via the transfer form any new damages and defects present on the interior or exterior of the Rental. After confirming, no damages or defects can be considered as pertaining to the Rental Period, with the exception of damages or defects which are not inspectable upon dropoff but can clearly be attributed to the Rental Period, such as using the wrong fuel type. Such defects should be reported to Owner and Camptoo at the earliest possible opportunity.

8.7. In case of usage of the hard copy transfer form, it is the responsibility of both the Owner and the Traveller to hold a photocopy of the signed transfer form. Only photocopies of mutually signed transfer forms are taken into consideration in case of any disputes regarding additional charges. If parties disagree on the content, both parties have to sign with the addition of a remark with their name in front of it, stating their position. If one of the parties chooses not to sign, the version of the party that did sign shall be considered leading.

## 9. Rules of conduct for the use of the Rental

9.1. The Traveller guarantees that he/she or the Driver meets the necessary physical and mental requirements of being able to safely drive the Rental.

9.2. The Traveller is responsible for all the goods and persons transported in the Rental. It is explicitly prohibited to transport illegal goods (including drugs) in the Rental or to use the Rental for any illegal purpose whatsoever.

9.3. If the Traveller is not the Driver, then the Traveller must inform the Driver of these rental conditions and ensure that the Driver follows the rental conditions.

9.4. In the event the Rental Agreement is not fulfilled by the Traveller, or if the Rental has been misused, the Traveller is liable for all directly and indirectly resulting damages. The Traveller will in addition be charged a fine of £250, of which £150 will go to the Owner and £100 will go to Camptoo. Misuses include:

- a) The Traveller going to countries, parts of countries or states other than the ones permitted in the insurance documents and / or stated in the Owner's house rules.
- b) The Traveller violating the house rules as stated in the Reservation Summary and in the Rental's advertisement on the Website in the section "House Rules".
- c) The Traveller renting out the Rental to third parties (subletting).
- d) The Traveller ignoring the Rental's warning lights.
- e) The Traveller changing travel companions without informing the Owner and Camptoo in writing.
- f) The Traveller obscuring the Rental.
- g) The Traveller selling the Rental.
- h) The Traveller recklessly using the Rental.
- i) The Traveller allowing others to use the Rental, or letting other Drivers drive the vehicle, other than the Camptoo-approved Drivers.
- j) The Traveller using the Rental for illegal purposes.
- k) The Traveller using the Rental for commercial or media purposes without written permission from the Owner and Camptoo.
- l) Any other behavior from which it can be established that the Traveller does not act as 'good guests' with regards to the Rental.

9.5. If the Traveller puts improper substances in the fuel tank, gas tank, clean water tank and / or waste water tank - including incorrect fuel in the fuel tank or fuel in the clean water tank - then all the repair costs will be at the Traveller's expense.

9.6. The Driver must have at least reached the age stated in the Booking Overview and be in possession of a valid driving license which is required to drive the Rental, or required to drive the combination of the Rental and towing vehicle. A driver is only allowed to drive the Rental if a Verification has been carried out through the Website before the start of the Rental Period, and the outcome of the Verification is positive. If the Verification has a negative outcome and causes the cancellation of the Rental Period, the Traveller is considered to be at fault and the cancellation policy applies. If the Driver travels through a country where his/her driver's license requires an international driving license, then this Driver must have a valid international driving license.

9.7. The Rental may only be used for the maximum number of people listed on the Website and / or mentioned by the Renter when booking the Rental.

9.8. Each Driver and the Traveller has to hold a driving license which is valid upon at least 1 month after the drop off date and which allows for driving the Rental, possibly in combination with a towing vehicle in the case of a caravan or trailer tent, in all countries and states travelled with the Rental.

9.9. The Traveller is liable for any traffic violations and / or any costs related to the use of toll roads during the Rental Period. This liability continues even after (a part of) the security bond has been refunded and expires one year after the end of the Rental Period. Additional charges for traffic violations and / or costs for the use of toll roads by the Traveller must be proven by the Owner, by providing evidence that these costs have indeed been incurred by the Traveller during the Rental Period. The Owner must advance these costs at any time to prevent any extra charges. Any extra charges due to late payment by the Owner cannot be charged to the Traveller or Camptoo.

9.10. The Traveller must use and drive the Rental in accordance with the vehicle instructions and (when provided) the Rental's user manual. The Driver and the Traveller must, when using the Rental, follow all the instructions provided by the Owner, including instructions that have been uploaded on the Website. The driver must drive the Rental carefully and safely. Under no circumstances is it allowed to drive faster than the legally permitted maximum speed and the maximum speed communicated by the Owner in writing and / or in the advertisement.

9.11. The Rental must be used in accordance with applicable laws and regulations at all times.

9.12. The Rental is only to be used by the Traveller for camping purposes. It is only permitted to use the Rental in areas where local law, the house rules and the Insurance Policy allow it. If damage or costs arise because the Traveller did not abide by these restrictions and if these costs are not covered by the Insurance company, these costs will be charged to the Traveller.

9.13. If the Rental has a technical fault and / or failure, the Traveller is obliged to immediately inform the Owner and Camptoo by phone.

## **10. Which countries, states or regions may be visited**

Only the countries, states or regions described on the transfer form and / or stated in the advertisement are allowed to be visited with the Rental.

## **11. Extension of the Rental Period**

11.1. The originally agreed upon Rental Period can be extended when both the Owner as well as the Traveller agree on the amendment via the Camptoo Website. The extension is authorized if the Owner agrees to the extension and the Traveller has paid for the extension on the Website.

11.2. In accordance with the Rental Agreement, the Owner has the freedom to refuse an extension request. If the Traveller does not return the Rental on the mutually agreed upon end date of the Rental Period, the Traveller will be liable for the costs as described in 12.1

11.3. If the original Rental Period is extended by a mutual agreement between the Traveller and the Owner but the amendment is not confirmed through the Website, these Rental Conditions do not apply and the extension will be at the Owner's and Traveller's risk.

## **12. Returning the Rental**

12.1. The Rental may only be returned by the Traveller and Drivers, whereby the Rental Conditions remain applicable to the Traveller at all times. The Traveller must return the Rental to the agreed place and time on the agreed end date of the Rental Period, as described in the Booking Overview. In the event of non-delivery or late return of the Rental to the agreed location, a fee of 250% of the rent can be charged to the Traveller for each period of 24hrs that the Rental is returned late or on a pro rata basis where the late return is within 24hrs. The split of this extra charge is as follows: 200% of the rate is paid to the Owner and 50% to Camptoo.

12.2. If the Traveller cannot return the Rental to the Owner at the agreed place and time, the Traveller must record the final state of the Rental through the (digital) transfer form before the due date for handing over the Rental. If the Rental is not returned for reasons other than a Breakdown, any repatriation costs will be charged to the Traveller..

12.3. The Traveller must clean the Rental's interior (including toilet and tanks) and return the Rental in the same condition as it was on pick-up.

12.4. The Owner is responsible for accurately recording the condition of the Rental during the handover through the (digital) transfer form as described in 8. Only if this has been done according to 8 can the Owner claim any costs as mentioned in 5.5.

12.5. The Owner is not permitted to force the Traveller to return the Rental earlier than the agreed upon end date of the Rental Period, unless:

- a) the Traveller explicitly agrees and the Rental is returned at a time and place agreed upon by the Traveller, after which a refund will be made of the days the Rental couldn't be used. The lost Camptoo service fee will be charged to the Owner; or
- b) the Owner can demonstrate that the Traveller misuses the vehicle twice or more, as described in 9.4, in which case the Traveller must immediately return the Rental and must strictly follow the Owner's instructions. In this case, the Traveller will not be refunded and any identifiable damages caused by the Traveller will be charged to the Traveller.

12.6. If the Traveller wishes to return the Rental earlier, this must be done at a time and place that suits the Owner and that the Owner has agreed to. There will be no refund of the rental price unless the owner agrees to do so. The Camptoo service costs will not be refunded to the Traveller.

12.7. If the Owner is not present at the agreed place for the hand-over of the Rental, the Traveller is expected to record the condition of the Rental using the (digital) transfer form as described in 8; this must be done in a true and fair way.

12.8. If the Owner asks a third party to hand-over the Rental, the Owner must inform the Traveller in writing. This information must include the name of this person. What the third party states in the (digital) transfer form is seen as if it is specified by the Owner. These rental conditions remain applicable to the Owner.

12.9. If the Traveller deliberately withholds the damage(s) caused to the Rental, the costs for the expertise, claims handling and additional administrative actions (such as reporting to the police for fraud) will be at the Traveller's expense.

12.10. Additional costs for the Rental - including but not limited to cleaning costs, inventory rental, linen and/or gas - must be made known in advance in the advertisement and on the transfer form.

12.11. If the Traveller does not return the Rental, Camptoo will support the Owner to call the police and all evidence will be transferred to the police. All direct and indirect costs, including lost rental income, will be at the Traveller's expense.

### **13. Damage and insurance**

13.1. The Owner must adequately insure the Rental and lawfully get required certifications during the Rental Period. The transfer form indicates how the Rental is insured including the availability of roadside assistance. If this is not filled in correctly, all possible resulting costs will be at the Owner's expense. If the insurance adds specific requirements to the Traveller or Driver(s), these should be mentioned in the Listing in order to charge cancellation costs to Traveller if they do not meet these requirements.

13.2. Damages and/or defects can always occur to the Rental during the Rental Period. If the Rental breaks down and/or is involved in an accident, the Traveller must immediately contact Camptoo and the the Owner (after following the necessary safety procedures and precautions). The Traveller must follow Camptoo's instructions. Immediately after an accident, before the vehicles involved in the collision have been moved, or if it is a one-sided accident, before the Rental has been moved, the Traveller must take photos of the damage and of the location of the accident. Additionally, the Traveller must immediately complete the claim form and send a photograph of the completed and signed claim form to [support@camptoo.co.uk](mailto:support@camptoo.co.uk).

13.3. It is forbidden for the Traveller to repair a damage or defect without the written consent of either the Owner or the Insurer. In the event the Traveller is allowed to contact the Insurer directly and the Insurer accepts the repair and the costs involved, the Owner is to be notified afterwards. In the event the Owner has to consent to a repair and the costs involved, the Owner must do so as soon as reasonably possible but at least within 24 hours or come up with an equivalent alternative. If the Owner fails to comply with the above mentioned time frame, the Traveller is allowed to cancel the Rental Agreement, after which a refund will be made of the days the Rental couldn't be used. The lost Camptoo service fee will be charged to the Owner.

13.4. If the Rental is involved in a collision, the Traveller has to handle according to the local laws and regulations and an appropriate European Accident Statement form must be signed by all parties involved, including in any case the Driver and the Traveller.



13.5. If the Traveller does not comply with Clauses 13.2-13.4, all costs resulting from this will be at the Traveller's expense.

13.6. All damage that is not eligible for reimbursement according to the Insurer's insurance conditions, always remains at the Traveller's expense. An exception to this is motor damage, which is at the Owner's expense unless there is sufficient proof of negligence and/or recklessness on the driver's part.

For replacement of non-mechanical parts which raise the value of the Rental, insurances can require Owner to pay for part of the replacement costs excluding labour; this may not be charged to Traveller. For such replacements below the excess risk, Camptoo considers a reasonable contribution by Owner to be 0% for parts up to 5 years old, 20% for parts between 5 and 10 years old and 40% for parts over 10 years old.

13.7. In the event of damage, the repair costs must be reported to Camptoo by the Owner through the Website within 10 working days upon return, including a quote and photos clearly showing the damage. If the Owner is unable to do so, the Owner must provide at least a description and photo of the damage within this period. Failure to do so will lead to release of the Security Deposit and the payment of the damage will occur within 5 working days of payment by the Traveller.

13.8. If the Traveller does not agree with the repair costs indicated by the Owner, the Traveller can have this verified by an independent and qualified claim expert, who can determine the amount of the damage by means of photos of the damage, provided by the Owner, or by means of a physical inspection. The amount for repair of the damage determined by the claim expert is binding between the Traveller and the Owner. If Traveller wishes to invoke this right, they must indicate so within 48 hours of receiving the quote from the Owner and employ said claim expert at the earliest possible convenience.

Camptoo will inform the Owner of this. If the difference between the amount of the damage indicated by the Owner and the amount determined by the independent claim expert is less than £50, the costs for the claim expert will be at the Traveller's expense. If the amount of the damage is more than £50 cheaper, the costs of the independent claim expert will be at the Owner's expense. If the independent claim expert requires additional pictures of the damage where the damage is clearly visible, the Owner must make the additional pictures available to the claim expert within two working days. If this does not happen within the two days, the deposit will be settled and (the remainder of) the bond will be refunded to the Traveller.

## **14. Cancellation of the Rental Agreement**

14.1. The Traveller must refuse the Rental if he/she believes (within reason) that it is not suitable and / or the amenities and / or accessories do not match the advertisement as shown on the Website. The Traveller may cancel the Rental Agreement if this occurs. The Traveller does not have to pay any costs in this case, and Camptoo will charge the Owner with administration costs of £25 and a 15% cancellation fee. In this case, the already paid Rent and bond will be paid back in full to the Traveller. If the Traveller decides to use the Rental nonetheless, then this is entirely at the risk of the Traveller.

14.2. The cancellation conditions apply to the Rental Agreement and are specified in the advertisement and agreed to when the Traveller pays for the reservation request.

14.3. The Owner is allowed to cancel the Rental Agreement free of charge before the Traveller has paid the down payment. After the down payment, the Owner can only cancel the Rental Agreement free of charge in the following cases: if in the Rental Agreement between the Owner and the previous Traveller a situation occurs as described in 13.2.

If a Rental Agreement is cancelled after the Traveller has paid the down payment, then Camptoo will charge the Owner with a £100 cancellation fee per cancelled Rental Agreement irrespective of the booking length, and in addition the Owner will be charged any rebooking costs up to a maximum of £250 per cancelled Rental Agreement. Camptoo tries to minimize these rebooking costs.

14.4. In the event of a cancellation by the Owner, Camptoo will try its best to find a suitable replacement vehicle available to the Traveller. The Traveller is not obliged to accept this replacement, but cancellation conditions may be applied in this case.

If the Owner has already received payment for a booking and needs to refund costs back to Camptoo, the Owner must return the surplus to Camptoo within two working days.

14.5. The Owner is entitled to cancel the Rental Agreement if the Traveller is not present on the agreed upon date, place and time as stated in the Booking Overview. The cancellation conditions for the Traveller apply as stated in the Booking Overview.

14.6. If a party fails to comply with the obligations of this agreement, the other party can immediately terminate the Rental Agreement without notice and court intervention. The cancellation conditions as mentioned in 14.2 remain applicable.

14.7. If the Traveller cancels the Rental Agreement without a reason as stated in 14.1, then the cancellation conditions as stated in the Booking Overview apply. If a surplus remains after the cancellation conditions have been applied, this surplus will be refunded to the Traveller. If there is an outstanding balance after the cancellation conditions have been applied, this will be charged to the Traveller.

## **15. Administration costs**

15.1. Camptoo can charge the Traveller with administration costs of up to £25 per event, if the Traveller does not comply with the rental conditions, resulting in Camptoo having to perform additional administrative procedures:

- If the remaining payment is not paid on time (5.3);
- If the Security Bond is not paid on time (6.1);
- When processing additional costs (5.5);
- When processing additional costs after the bond has been settled (5.5).

15.2. Camptoo can charge the Owner an additional £25 administration fee, if the Owner does not comply with the rental conditions, resulting in Camptoo having to perform additional administrative procedures, if the reservation has been wrongfully amended (12.5).

## **16. Ownership and liability**

16.1. The Rental will always remain the Owner's property. The Traveller is not permitted to tax or sell the Rental.

16.2 The Rental will be maintained regularly by the Owner, in accordance with the specifications of the manufacturer of the vehicle. At the very least, this maintenance will include the items stated in Appendix A. Camptoo or the insurance company may request proof of this at any time.

16.3. The Owner is not liable for the Traveller's, Driver's or travel companion's damage, according to the Rental Agreement, unless there is negligence or recklessness on the Owner's part. Failure to comply with the maintenance required in item 16.2 can be considered negligence or recklessness if this contributed to or caused the damage.

16.4. If the Owner is liable, then the liability of the Owner is limited to the rent paid by the Traveller to rent the Rental.

## **17. Camptoo's position**

17.1. As the provider of the Website Camptoo does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Camping Vehicles or Rentals, nor is Camptoo an organiser or retailer of travel packages under Directive (EU) 2015/2302. Owners alone are responsible for their Camping Vehicles and Rentals. When Owners and Travellers make or accept a booking they are entering into a contract directly with each other. Camptoo is not and does not become party to or other participant in any contractual relationship between Owners and Travellers except as stated otherwise in these terms.

17.2. Whilst Camptoo may help facilitate the resolution of disputes, Camptoo has no control over and does not guarantee the truth or accuracy of any Listing, review or other Owner website content. References to "Verifications" (or similar language) only indicates that the individual has completed an identification process and is not a guarantee by Camptoo about any individual.

17.3. Camptoo cannot be held responsible for the current physical and motor condition of the Rental.

17.4. Both rent payments and any other payments owed by the Traveller to the Owner, as well as refunds owed by the Owner to the Traveller have to be processed through Camptoo. Camptoo will transfer rental fees to the Owner at the next business day after the pickup. Other payments to the recipient will be processed no later than 5 working days after the money has been received from the debtor. Camptoo does not provide any prepayments and / or advances for rental income, additional costs and / or other payments. For fines and toll payments, a prepayment can be offered provided the fine or toll has been made available using the proper procedure on the Website.

17.5. Nothing in this agreement shall limit or exclude the liability of Camptoo, the Owner and/or the Traveller for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;
- c) liability under indemnities;
- d) any other matter in respect of which it would be unlawful to exclude or restrict liability.

17.6 In no circumstances shall Camptoo be responsible for:

- a. damage to, loss of or destruction of the Rental;
- b. damage resulting from the cancellation of a Rental Agreement;
- c. damage as a result of the condition of the Rental;
- d. damage as a result of non-compliance with the Rental Agreement by the Traveller and/or Owner;
- e. fines accumulated by the Traveller with the Rental during the Rental Period;
- f. all other direct and indirect costs, damages and expenses resulting from the Rental Agreement between the Owner and the Traveller and these rental conditions and in any event Camptoo's total liability under this agreement cannot exceed the amount of service charges paid to it in respect of the Rental.

17.7 To the maximum extent permitted by law the Owner and Traveller agree to release, defend (at Camptoo's option), indemnify and hold Camptoo and its affiliates, officers, directors, employees and agents harmless from and against any claims, liabilities, damages, losses and expenses, including without limitation, reasonable legal fees arising out of or connected in any way with the Owner or Traveller's breach of these terms or the Rental Agreement and any interaction between the Owner and Traveller including without limitation any injuries losses or damages of any kind arising in connection with or as a result of any such interaction or Rental, or any breach of any laws, regulations or third party rights.

17.8 If Camptoo deems the reason to be of critical value, Camptoo can decide comply with a request to share user data with relevant authorities. Examples of this include a (suspicion of) vehicle embezzlement, misuse of the website or a request by an authority legally entitled to do so.

## **18. Disputes between Owners and Travellers**

18.1 Travellers are responsible for returning the Owner's Camping Vehicle in the condition it was in at the commencement of the Rental Period, save for fair wear and tear. Travellers are responsible for their own acts and omissions and are also responsible for the acts of any individuals to whom they provide access to the Owner's Camping Vehicle.

18.2 If an Owner claims and provides evidence to Camptoo that its Camping Vehicle has suffered damage during a Rental Period Camptoo will assist the Owner and Traveller in resolving any dispute. If an Owner escalates a damage claim to Camptoo, the Traveller will be given an opportunity to respond to that claim. If the Traveller agrees to pay the Owner the amount claimed or if Camptoo determines under consideration of any applicable statutory rules on the burden of proof that the Traveller is responsible for the damage claim Camptoo may withhold part or the entirety of the Security Bond from the Traveller and where the amount claimed or determined by Camptoo as owing to the Owner by the Traveller exceeds the Security Bond the Traveller agrees that it will upon receipt of a request for payment from Camptoo pay that outstanding sum.

18.3 Owners and Travellers agree to cooperate with and assist Camptoo in good faith, and to provide Camptoo with such information and take such actions as may be reasonably requested by Camptoo in connection with any damage claim. The Traveller and Owner agree that Camptoo may make a binding decision as to the amounts owed between the parties based on the information available to it at the time.

## **19. Applicable law and competent court**

19.1. These terms and conditions and the Rental Agreement are governed by English Law.

19.2. All disputes arising as a result of the Rental Agreement or these rental conditions will be dealt with by a competent court in London.

## **Appendix A. Requirements for motorhome/touring caravan servicing**

During the servicing of a motorhome, at least the following maintenance work must be carried out:

Camper/Touring Caravan construction:

- Inspection of the motorhome's sealant seams;
- Lubrication of the cylinder locks of shutters and doors;
- Inspection of the motorhome's bottom plate;
- Check the gas hose and pressure regulator;
- Pressure testing the gas system;
- Testing of the battery with measuring equipment;
- Perform moisture measurement.

Car, chassis and engine:

- Replacing of oil and oil filter;
- Check and top up the windscreen washer fluid;
- Checking coolant, measuring and topping up antifreeze;
- Visual inspection of lighting;
- Checking / correcting tire pressure;
- Visual checking of tires (profile, condition, age);
- Testing the starter battery with measuring equipment;
- Testing brake fluid (not replacing);
- Visual inspection of the chassis and engine;
- Visually inspection of the brakes;
- Gas safety certificate.