

THE PARTIES AGREE AS FOLLOWS:

1. HIRING TERMS AND CONDITIONS

The contract for the hire of the Camplify Equipment (**Camplify Hire Contract**) has two separate documents that together form the contract You have with Us. They are: the Camplify tax invoice for the rental of the Camplify Equipment provided to You prior to the Start of the Rental (**Tax Invoice**), the terms of which You have agreed and accepted; and these rental terms and conditions (**Terms and Conditions**).

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.

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 10710562.

Camplify Equipment means the Equipment Owner's equipment that may be hired by You. This may include but is not limited to motorhomes, campervans, caravans, static caravans, glamping units or other recreational vehicles as described in the Tax Invoice.

Damage means any loss or damage to the Camplify Equipment including its parts, components and accessories as well as any other damage contemplated in section 5 and any Loss of Use.

End of the Rental means the date and time shown in the Tax Invoice or the date and the Camplify Equipment is returned to the Equipment Owner, whichever is the later.

Equipment Owner means the person or company that owns the Camplify Equipment, noting that We are not the owner or operator of the Camplify Equipment.

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.

Liability Amount means the total amount per event/incident under the Liability Package, as set out in the Tax Invoice, that You may be charged as per clause 5 below. The total amount per event/incident payable by You is subject to any Liability Package you select.

Liability Deposit means the amount due at Start of the Rental Period pursuant to the relevant Liability Package.

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Liability Package means the liability package selected by You, as set out in the Tax Invoice. The range of available Liability Packages is set out in Schedule A.

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 2, 3, 4 and 5 of these Terms and Conditions, and detailed in section 13.

Major Extenuating Circumstances means Camplify has declared a Major Extenuating Circumstance on their webpage
<https://www.camplify.co.uk/extenuating-circumstances>

Mechanical Breakdown means the failure of mechanical and/or accessories, as determined by Camplify, which may include but not limited to 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.

Overhead Damage means damage to the Camplify Equipment during the Rental Period above the top of the door seal or the top of the front and back windscreens, or damage to third party property, caused by the Camplify Equipment coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Camplify Equipment, or You or any person standing or sitting on the roof of the Camplify Equipment.

Rental Charges means the charges payable for renting the Camplify Equipment 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.

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 loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

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

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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 10710562.

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

2. HIRING TERMS AND CONDITIONS

Who may operate the Camplify Equipment?

- 2.1 Only You or an Authorised Driver may operate the Camplify Equipment. Allowing someone who is unauthorised to tow or drive the Camplify Equipment will be considered a Major Breach of the Camplify Hire Contract. For verification purposes, any Authorised Driver must present the driving licence to the Equipment Owner at the time of handover. The Equipment Owner is required to take a picture of each driving licence and add it to the pre-hire checklist. Any driver not added to the checklist who causes Damage will be required to pay all costs involved including potential loss of income and any other special, indirect or consequential loss suffered or incurred by the Equipment Owner.

If there is a Major Breach of the Camplify Hire Contract neither You nor any Authorised Driver has cover for any Damage or for any Third Party Loss and both You and any Authorised Driver are personally liable to pay for that Damage and for any Third Party Loss.

- 2.2 We set a minimum age limit for those hiring, operating and towing the Camplify Equipment, so that You and any Authorised Driver must be at least 25 years of age, unless We have agreed to a variation of that restriction before the Start of the Rental or is otherwise agreed in writing with the Equipment Owner. Under 25 will be liable for an additional Liability.
- 2.3 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 UK, EU, EEA, AUS and NZ and held for at least 2 years. Probationary licence holders and learner drivers are not acceptable and must not drive the Camplify Equipment. In order 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). You or any Authorised Driver must have had no driving bans. You or any Authorised Driver must not have any prosecution pending or have been involved in more than two accidents in the preceding three years. To meet this criteria, all Authorised Drivers are required to go through a DVLA check to fully confirm a booking.
- 2.4 You shall comply with all applicable laws and regulations in connection with this Camplify Hire Contract.
- 2.5 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 our
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insurance. Hirers will be contacted by our support team to go through relevant checks and fully confirm the booking. Additional Liability Amount may be imposed.

- 2.6 Drivers failing to qualify with the above or whose licence checks have not been successful will have their booking cancelled and refunded. Licence checks can be performed up to seven days before departure - or within that period for last minute bookings. Camplify takes no responsibility for any loss resulting from the cancellation of your booking.
- 2.7 The prohibitions/requirements contained in these Terms and Conditions regarding the use of Camplify Equipment extend to the vehicles used to tow Camplify Equipment.

3. PROHIBITED USE

- 3.1 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; or
 - (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 and 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;
 - (f) not use the Camplify Equipment to prepare, commit or assist in the preparation or commission of any Terrorist Act
- 3.2 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.
- 3.3 You and any Authorised Driver must not:
- (a) modify the Camplify Equipment in any way;
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- (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 under the *Personal Property Securities Act 2009* (Cth).
- 3.4 You and any Authorised Driver must not:
- (a) smoke in the Camplify Equipment and You must prevent all other persons from doing so.
- 3.5 Unless agreed with the Owner (and/or specified in the Camplify listing), You and any Authorised Driver must not:
- (a) use the Camplify Equipment to transport any animals except assistance animals.

4. WHERE THE CAMPLIFY EQUIPMENT CAN AND CANNOT BE USED

- 4.1 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 10 kilometres in length that are used for access to recognised campsites; or
 - (b) a road where roadworks is being conducted by a statutory road authority.
- 4.2 Camplify Equipment must not be used in any area that is prohibited by national and local regulations and 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. any area where major snow has fallen or is likely to fall or if the Camplify Equipment is not equipped for winter driving.
- 4.3 If the Equipment Owner has an appropriate insurance policy as approved by Camplify the Equipment may be eligible for Off road usage.
- 4.4 The Owner must provide in written authorisation for use of the Equipment to use Off Road before the Rental commences.
- 4.5 The Hirer must sign the Off-Road Hirer Agreement for the Equipment to be used off road before the Rental commences.
- 4.6 Only Equipment that is specially built for off road activity by the manufacturer is permitted to be used in an off road environment.
- 4.7 Whilst being driven in an off-road manner, accidental damage to suspension or drive-train components or underbody panels or apparatus fixed beneath the
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Vehicle, is considered a breach of the rental terms and conditions and may not be covered by insurance. Please check the Owners Insurance policy.

- 4.8 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.

5. YOUR OBLIGATIONS AND YOUR LIABILITY

5.1 At the Start of the Rental You must:

- (a) pay Us a security Deposit – Some owners whom offer their own insurance policy for their listing may ask the hirer to make a damage deposit directly to them to ensure they are compliant with their policy supplier. This transaction will take place outside of the Camplify platform;
- (b) check that the Camplify Equipment and your tow vehicle complies with all recommended towing requirements by the United Kingdom legislation the Camplify Equipment and tow vehicle are registered in; and
- (c) undergo an induction by the Equipment Owner as to the safe use, operation and handling of the Camplify Equipment.

5.2 For security purposes, Camplify requires the Liability Deposit to be paid in connection with all rentals. The Liability Deposit must be paid using a valid credit card and the credit card's details will be stored in Camplify's secure credit card systems.

5.3 The Liability varies based on the Rental type and the Equipment type. The full costs of the Liability can be seen in Schedule 1 at the end of this document.

5.4 Your Liability can be reduced by paying a Liability Waiver Fee before the start of the Rental Period. The Liability Waiver Fee must be purchased via the Camplify website. The fee schedule can be found in Schedule 1.

5.5 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 8;
- (c) whether possible, complete a post-rental checklist with the Equipment Owner; and
- (d) pay cleaning costs and any other costs We incur in reinstating the Camplify Equipment to the same condition it was in at the Start of the Rental, Fair Wear and Tear excepted.

5.6 The Liability 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;
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- (b) the Camplify Equipment has been returned by You to the Equipment Owner at the Rental Location at the date and time set in the Tax Invoice;
- (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.

5.7 Notwithstanding any other provision herein, if the Camplify Equipment is returned:

- (a) with Damage, the Liability Deposit shall be used to cover Our and/or the Equipment Owner's costs of the Damage;
- (b) in an unclean condition, the Liability 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 Liability Deposit may be used to cover any other reasonable miscellaneous costs incurred by Camplify and/or the Equipment Owner, including but not limited to missing equipment or for refuelling in circumstances where the Camplify Equipment is not returned full of fuel.
- (d) The Miles Allowance and Charge Per Excess Mile Fee is indicated on booking request on Camplify. Any excess kilometre fee is payable by the Hirer on return of the Vehicle.

5.8 **Should the Liability Deposit not cover the costs set out in clause 5.5 above, You shall be liable for these costs up to the Liability Amount, and hereby authorise Camplify to charge your credit card accordingly.**

5.9 In the event that you breach this Camplify Hire Contract You agree that the Liability Deposit shall be used by Us to cover any Damage, Third Party Loss and any loss suffered or incurred by Camplify/the Equipment Owner. Should the Liability Deposit not adequately cover such Damage and loss, You shall be liable for such Damage and loss up to the Liability Amount, and hereby authorise Camplify to charge your credit card accordingly. You acknowledge and agree that the Liability Amount applies in respect of each claim/event, not per rental.

Should the liability be a Major Breach of the contract you may be Liable for all other costs.

5.10 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 notice. 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 borne by You.

5.11 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 by a regulatory authority. 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

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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.

5.12 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:

- (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 may be considered by Camplify to be a rental breach and therefore you as the Hirer will be responsible for damages caused by this.

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

- (a) You must inform Us immediately and not drive 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.

5.14 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 the your 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 Liability Reduction Gold, as set out in Schedule A, has been purchased;
 - (f) damage caused to the Camplify Equipment by the 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 overhead of the Camplify Equipment;
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- (j) damage to the underbody of the Camplify Equipment;
- (k) damage to the rooftop tent;
- (l) damage to wind up mechanisms;
- (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 agreed drop location on time;
- (o) return of the Camplify Equipment is same or better condition as picked up; and
- (p) cleaning of the Camplify Equipment, including if applicable the shower and toilet.

5.15 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 Liability Amount agreed during your booking process. Such charges will be disclosed by the insurer during the claim process.

6. RENTAL EXTENSIONS

- 6.1 Should You wish to extend the rental period whilst on hire, you must first obtain authorisation from Camplify and the Owner. This is subject to availability of the Vehicle.
- 6.2 The extra cost of an extended rental must be paid by credit card over the telephone or on the Camplify website immediately on confirmation of the rental extension.
- 6.3 The additional days will be at the daily standard gross rental charge for the 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 current damage log; and using either a Smartphone or a camera 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 damage log, You must report it (by phoning 0330 808 1811 or by sending an email to support@camplify.co.uk) before driving the Camplify Equipment. This must be submitted with the rental checklist.
 - 7.2 At the End of the Rental Period You must repeat the procedures for taking photographs as required by clause 6.1. You must email the original photos, unedited and in the highest resolution available, to Us within five days of Our request. You are responsible for Damage to, or theft of, the Camplify Equipment and subject to the benefits of clause 8 (Insurance) and Your Liability 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
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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 **Holiday Disruption Coverage**

Notwithstanding clause 8.1 above, should the Camplify Equipment suffer a Mechanical Breakdown, You must report the Mechanical Breakdown to Camplify immediately with a full description and photographs. Camplify will raise these issues with the Equipment Owner and an authorised repairer (where necessary).

8.3 Failure to notify Camplify within six (6) business hours of the 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 Your rental.

8.4 Should the Mechanical Breakdown continue for more than twelve (12) business hours after reporting the 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 vehicle 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 has 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, pursuant to clause 5, at the Start of the Rental You must:

- (a) Confirm the Insurance policy the owner is covered under;
 - (b) If the policy is not the Camplify Insurance policy;
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- (1) obtain a copy of the Policy from the Equipment Owner and confirm that 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, as We do not review the Equipment Owner's insurance cover; and
 - (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 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 (Camplify Fire Cover). 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 Equipment's insurance will cover You for the liability except where you have committed a breach of the Camplify Terms.
- 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.

10. RENTAL PERIOD, COSTS & CHARGES

- 10.1 The Tax Invoice shows: The Rental Period for which You have hired the Camplify Equipment; Your Liability Package and the Rental Charges. 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 system.
- 10.2 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 one full day and a further full day's rental for each 24 hour period thereafter until the Camplify Equipment is returned to Us. If You return the
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Camplify Equipment at any time other than during Our normal business hours You will be responsible for the daily Rental Charges and all Damage until the Rental Location next opens for business. At the End of the Rental You must pay for all amounts owing pursuant to section 5.3. All monies payable under the Camplify Hire Contract are payable to Us in full at the End of the Rental and any monies owed to Us thereafter accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental.

11. ACCIDENTS OR BREAKDOWNS

11.1 Camplify provides breakdown cover via the RAC for vehicles driven by hirers and booked through the platform. 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.

If the RAC needs to be engaged to provide assistance the following terms will apply. . Please note, in addition to costs not covered by the Camplify policy and outlined in the Camplify Breakdown Cover Policy, the Owner will be liable for all costs where the Owners Equipment is at fault due to lack of maintenance or improper work carried out to the vehicle; the Hirer will be liable for all costs due to negligence or improper use of the vehicle. These costs are not covered by your Liability Amount and will be billed to you accordingly. Should You fail to pay within the given terms, 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

11.2 If the Camplify Equipment breaks down because of a Mechanical Breakdown You must contact Us on 0330 808 1811 or by sending an email to support@camplify.co.uk

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 following are the possible cancellation policies;

(a) Flexible;

(1) Change Mind Policy

(A) Full refund up to 7 days from the start of the booking

(B) Less than 7 days 90% credit

(C) Less than 48 hours from the start of the booking no credit or refund.

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(b) Moderate

(1) Change Mind Policy

- (A) Full refund up to 30 days from the start of the booking
- (B) Less than 30 days 90% credit
- (C) Less than 10 days from the start of the booking no credit or refund.

(c) Strict

(1) Change Mind Policy

- (A) Full refund up to 45 days from the start of the booking
- (B) 45 days to 20 days 90% credit
- (C) Less than 20 days from the start of the booking no credit or refund.

12.4 Any entitlement to a refund that is classified as Change of Mind is subject a Camplify Refund Processing Fee of £13 (including VAT), which is non-refundable and all taxes will be retained and remitted. No Refund Processing Fees apply to Extenuating Circumstances. Camplify in its sole discretion may waive the operation of the Cancellation policy.

12.5 During times of Major Extenuating Circumstances. Camplify may implement its Extenuating Circumstance Policy. If this occurs a notification will be posted on the page <http://www.camplify.co.uk/extenuating-circumstances> this page will outline the policy change during that period. This policy will work in line with the recommendation from the Competition and Market Authority. All bookings directly affected by a declared Extenuating Circumstance will be entitled to a credit or a refund.

- (a) Customers who choose a refund will be instantly issued a credit to the value of 110% of the booking into their Camplify account to use within 24 months.
- (b) Refunds will be issued by a request of the Hirer to support@camplify.co.uk and processed within 30 days.

12.6 Camplify takes no responsibility for any loss caused by cancellations, including cancellations by the Equipment Owner or due to a declared Extenuating Circumstance. We strongly recommend that You take out the highest level of travel insurance available to You

13. MAJOR BREACH OF THE CAMPLIFY HIRE CONTRACT

13.1 If You or any Authorised Driver:

- (a) commit a Major Breach 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 legislation has occurred;
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- (c) purposely operate the Camplify Equipment in a manner other than outlined to you by the Owner during the prehire hand over;
- (d) operate the Camplify Equipment in a manner that is contradicted by the Hiring Terms and Conditions;
- (e) operate the Camplify Equipment in an Off-Road environment other than the outlined in the Terms and Conditions;
- (f) if the Equipment is not returned to the owner 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 Owner.

You and any Authorised Driver may have no cover under the Equipment Owner's insurance policy so that 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 cost related to this process.

14. OTHER GENERAL PROVISIONS

- 14.1 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.
 - 14.2 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.
 - 14.3 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.
 - 14.4 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
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TERMS AND CONDITIONS - HIRERS

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>

TERMS AND CONDITIONS - HIRERS

Schedule A – Liability Packages

Max incident liability per event/incident - All outlined prices includes VAT.

Setups, and Statics	Cost per day	Hirer Liability	Liability Deposit Held
Standard Liability ¹	£0	£1000	£500
Silver Package	£3	£500	£100
Gold Package	£8	£0	£0
Towable Caravans and Trailer Tents	Cost per day	Hirer Liability	Liability Deposit Held
Standard Liability ¹	£0	£2000	£500
Silver Package	£5	£1000	£100
Gold Package	£12	£250	£0
Campervans and Motorhomes	Cost per day	Hirer Liability	Liability Deposit Held
Standard Liability ¹	£0	£2000	£500
Silver Package	£8	£1000	£100
Gold Package	£14	£500	£0

Schedule B – Inclusions in Liability Packages

Standard Liability Inclusions	
<u>Standard Breakdown Cover^a</u>	
Windscreen Replacement*	£200
Tyre Replacement ^	£200
Silver Package Includes	
<u>Premium Breakdown Cover^a</u>	
Windscreen replacement*	£100
Tyre replacements^	£100
Gold Package Includes	
<u>Premium Breakdown Cover^a</u>	
Windscreen Replacement*	£100
Tyre replacements^	£100

¹ By default, You will have the Standard Liability package. You may elect to reduce Your liability by selecting one of the other products outlined above.

^a Breakdown Cover details can be found at www.camplify.co.uk/breakdownpolicy

* Standard front vehicle windscreen

^ Per damaged tyre fitted and balance