

## Vehicle Rental Terms and Conditions

CamperHoliday

Version 1.5

August 18th 2020

<b>1. Definitions</b>		
a.	Driver:	the person or persons who have specified by CamperHoliday following approval of the Driver Application Form as the Driver of the Vehicle. The Driver shall be responsible for the Vehicle for the duration of the Rental Period whether they are using the Vehicle or not and they shall be listed on the Booking Confirmation;
b.	Verifications:	identity verification carried out by CamperHoliday
c.	Hirer	Hirer is the person identified on the Booking Confirmation who has organised the booking, they may or may not be an approved Driver of the Vehicle at either the time of the booking or at the start of the Rental Period;
d.	Excess Risk:	the amount per incident that the Driver is liable for in case of negligence or damage. The amount is stated in the Booking Confirmation;
e.	Vehicle Agreement:	The Agreement that is established between the Driver and CamperHoliday for the rental of a Camping Vehicle upon payment of a deposit. Payment of a deposit is deemed acceptance of these Terms and Conditions;
e.	Rental Period:	the dates agreed between the Driver and CamperHoliday that the Driver may collect the vehicle and the date by which the Driver must return the vehicle;
f.	Rent:	the price for the use of the Vehicle during the Rental Period as set by CamperHoliday and agreed in advance between CamperHoliday and the Driver;
g.	Inventory List:	an overview of the Vehicle's inventory at the start of the rental period;
h.	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;
i.	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.
j.	Breakdown:	breakdown or damage of the Vehicle howsoever arising making it irresponsible/unsafe/impossible to continue driving the Vehicle and which is registered with the appropriate roadside assistance provider;
k.	Repair Costs:	costs that are incurred in the event of Breakdown, in order to return the Vehicle 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 specification;
l.	Booking Confirmation:	the Booking Confirmation will be emailed to the Driver once a Deposit has been paid and at intervals when further payments have been made.
m.	Damage:	damage (other than a breakdown) to the Vehicle 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 behaviour on the part of the Driver.
n.	Insurer:	the insurance company through which the CamperHoliday's Camping Vehicle is insured for Vehicle;
o.	Insurance Policy:	the Insurance Policy subject to which the Camping Vehicle is insured for renting out to Driver(s);
p.	Security Bond:	an amount per Vehicle paid by the Driver against which may be offset any additional expenses incurred during the Rental Period;
q.	Vehicle:	the Camping Vehicle provided to the Driver by CamperHoliday under the terms of this Vehicle Agreement for the Rental Period;
r.	Pet Cleaning Fee:	a cost charged by CamperHoliday for the additional cleaning costs of having had pets in the Vehicle. Where the Driver has failed to declare that a pet will be accompanying them, CamperHoliday reserve the right to add the Pet Cleaning Fee at either the beginning or the end of the Rental Period.

s.	Payment Schedule	A schedule of payments agreed between the Hirer and CamperHoliday to realise the payment of the full balance of the price of the booking no later than 3 weeks in advance of the Rental Period. The Payment Schedule shall be detailed in the Booking Confirmation.
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<b>2.</b>	<b>General</b>	
2.1	These Vehicle conditions apply to the Vehicle Agreement.	
2.2	Deviations from these Vehicle conditions are only valid if agreed in writing.	
2.3	If one or more of the terms in these Vehicle conditions are void or become void, the other terms of the Vehicle 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	CamperHoliday reserves the right to change the Vehicle conditions and to declare the amended Vehicle 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.	
2.5	The Hirer may, at their sole risk, leave their own vehicle at the collection location. The Hirer must retain their vehicle keys and the Hirer must park their own vehicle in the space requested by CamperHoliday which will have been chosen as the safest place on site. CamperHoliday cannot be responsible for any damage arising to the Hirer's vehicle whilst it is being driven onto, parked at or removed from the collection location.	
<b>3.</b>	<b>Booking and the realisation of the Vehicle Agreement.</b>	
3.1	CamperHoliday will respond to all booking enquiries outlining costs, any additional costs and an explanation of the Security Bond. At the same time CamperHoliday will do a Driver check to ascertain whether the Hirer or Driver qualifies to drive the Camping Vehicle at that point in time.	
3.2	The Vehicle Agreement comes into effect after the Deposit has been paid as described in clause 4.2; and the outcome of the Drivers Verifications have been determined and are positive. By paying the Deposit the Hirer has accepted the terms and conditions of this Vehicle Agreement.	
3.3	CamperHoliday will issue a Booking Confirmation, via email, to the Hirer with full details of the Vehicle Agreement including a copy of this Vehicle Agreement.	
<b>4.</b>	<b>Payment</b>	
4.1	Payments that the Hirer owes to CamperHoliday, in accordance with the Vehicle Agreement, must be made at least three weeks in advance of the Rental Period. If the booking is less than three weeks away then the full balance must be paid at the time of booking.	
4.2	Deposit payments shall be either 20% of the Price quoted by CamperHoliday to the Hirer or £200, whichever is the greater.	
4.3	Where the price of the booking is greater than £1000 a Payment Schedule may be agreed between CamperHoliday and the Hirer. Final payments must be paid no later than 3 weeks in advance of the Rental Period.	
4.4	Payments can be made via credit card, debit card, PayPal or bank transfer. Cheques will be accepted so long as they can be cleared three weeks in advance of the Rental Period. Bookings cannot be confirmed until a cheque has cleared.	
4.5	If any extra charges or expenses are incurred during the Vehicle Period, those charges and expenses will be charged to the Hirer after the Vehicle Period has ended. Such charges and expenses that could be charged to the Hirer include:	
	a.	loss of or damage to the Camping Vehicle as a result of failing to comply with this Vehicle Agreement or howsoever arising; and
	b.	Extra Rent as a result of late return of the Vehicle, as described in clause 11.1; and
	c.	repair costs or replacement costs in the event of damage, up to the maximum excess of the Insurance Policy per incident; and
	d.	tolls and fines incurred by a Driver whilst using the Vehicle during the Rental Period; and
	e.	extra mileage. 200 per miles per day, or part thereof, are included in the Vehicle Agreement. Mileage above this will considered extra mileage and charged at 40p per mile; and
	f.	fuel costs if the Vehicle has not been returned with the same amount of fuel in the tank, plus handling costs of up to £40; and

	g.	cleaning costs of up to a maximum of £250- with a going rate of £10 per 15 minutes of work, except when a Pet Cleaning Fee has been pre-agreed in the original Booking Confirmation. The maximum cleaning cost will be applied where Camper Holiday, at its sole discretion, believes that the Hirer, or any accompanying passengers, have smoked inside any part of the Vehicle; and
	h.	administration costs as described in 14; and
	i.	lost income as a result of returning the vehicle late or the vehicle being rendered, by the Hirer, unfit to drive; and
	i.	other additional costs
4.6		CamperHoliday may, at its sole discretion, use the Security Bond to recover any of the costs outlined in 4.5 from the Hirer. If the Security Bond is not sufficient, the extra charges will be invoiced to the Hirer separately. The Hirer will be required to pay such costs within 7 days of date of invoice.
<b>5. Security Bond</b>		
5.1		The Security Bond per Rental Period and Vehicle is stated in the Booking Confirmation. The Hirer must pay or authorise the Security Bond at least 48 hours in advance of the Rental Period, otherwise an additional £25 handling fee may be charged to the Hirer by CamperHoliday.
5.2		The Vehicle cannot be issued as long as the Security Bond has not been paid.
5.3		CamperHoliday 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 with the Hirer.
5.4		CamperHoliday will send a final Booking Confirmation within 5 working days after the end of the Rental Period, and remove the credit card pre-authorisation, or refund the Security Bond to the Hirer, minus any additional costs owed by the Hirer, 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.
5.5		If Damage has occurred during the Vehicle Period, then CamperHoliday will send a final Booking Confirmation within 5 working days of the costs arising from that Damage being determined among CamperHoliday and Insurance companies (if applicable). CamperHoliday will then remove the credit card preauthorisation or refund the balance of the Security Bond to the Hirer, minus any additional charges owed by the Hirer.
5.6		In the event that the amount owed by the Hirer as a result of Damage, Breakdown or howsoever arising exceeds the amount of the Security Bond the Booking Confirmation issued pursuant to 5.4 or 5.5 above will show the balance owing and is payable by the Hirer within 7 days of date of Booking Confirmation.
<b>6. Making the Vehicle available</b>		
6.1		CamperHoliday will make the Vehicle available to the Hirer and a Driver (where they are different individuals) at the location agreed on the Booking Confirmation. The Vehicle will be clean from the inside and the outside and shall include all the amenities as advertised on the CamperHoliday website.
6.2		If CamperHoliday cannot make the Vehicle identified in the Booking Confirmation available or cannot offer a different Vehicle which satisfies the Hirer and the Driver, then the Hirer is entitled to cancel the Reservation according to 13.3.
6.3		When handing over the Vehicle, CamperHoliday shall hand over the following documents to the Driver:
	a.	A copy of the insurance certificate for the Vehicle; and
	b.	A copy of the registration documents of the Vehicle; and
	c.	Instructions in the event of accident or breakdown; and
	d.	Instructions for using the Vehicle; and
	e.	The Vehicle's inventory.
6.4		Prior to issuing the Booking Confirmation and again two weeks in advance of the Rental Period CamperHoliday shall obtain from the Hirer:
	a.	Driver details and information;
	b.	Two utility bills (not older than 90 days) evidencing each Drivers name and address;
	c.	A copy of each Driver's Driving Licence.
	d.	For each Driver a DVLA check code and/or National Insurance Number.
6.5		The Hirer and the Driver will allow a one-hour period for handover of the Vehicle from CamperHoliday to the Hirer and the Driver.

6.6	CamperHoliday shall give the Hirer and the Driver instructions for both driving the Vehicle as well as the proper use of the accessories and amenities.
6.7	CamperHoliday will state any pre-existing defects and damages to the Hirer and the Driver.
6.8	If any conditions mentioned in the Listing contradicts these Vehicle Terms and Conditions, these Vehicle Terms and Conditions overrule any condition mentioned in the Listing.
6.9	During the term of this Vehicle Agreement CamperHoliday agrees that, at CamperHolidays expense, CamperHoliday shall take out and maintain with an insurer:
	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 vehicle and by the Driver; and
	d. a public liability policy that provides cover for at least £2,000,000 per claim.
<b>7.</b>	<b>Vehicle Handover Form</b>
7.1	The Vehicle Handover Form will be considered leading in determining the state of Vehicle upon the start and end of the Rental Period. Confirmation of the Vehicle Handover Form will be done by signing the form itself and will be considered legally binding. The hard copy transfer form will be physically signed by both parties in duplicate and both parties shall retain a copy.
7.2	The Vehicle Handover Form shall include:
	a. The mileage and fuel level at the start and end of the Rental Period;
	b. a note of any exterior damage;
	c. whether the Vehicle is clean;
	d. whether the Inventory List is complete and correct;
	e. whether the required documents are present in accordance with 6.3;
	f. whether all accessories and amenities are present and functioning properly;
	g. Drivers destination(s) during the Rental Period.
7.3	Upon collection of the Vehicle, the Hirer, Driver and CamperHoliday must report via the Vehicle Handover Form any damages and defects present on the interior or exterior of the Vehicle. 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 Vehicle period, such as hidden defects. Such defects should be reported CamperHoliday at the earliest possible opportunity.
7.4	Upon dropping off the Vehicle, the Hirer, Driver and CamperHoliday must report via the transfer form any new damages and defects present on the interior or exterior of the Vehicle. After confirming, no damage or defects can be considered as pertaining to the Rental Period, with the exception of damages or defects which are not inspectable upon drop off but can clearly be attributed to the Rental Period, such as using the wrong fuel type. Such defects shall be brought to the Hirers attention at the earliest possible opportunity.
<b>8.</b>	<b>Rules of conduct for the use of the Vehicle</b>
8.1	All Drivers guarantees that he/she meets the necessary physical and mental requirements of being able to safely drive the Vehicle.
8.2	The Hirer is responsible for all the goods and persons transported in the Vehicle. It is explicitly prohibited to transport illegal goods (including drugs) in the Vehicle or to use the Vehicle for any illegal purpose whatsoever.
8.3	The Hirer must inform all Drivers and passengers of these Vehicle conditions and ensure that all Drivers and passengers follows the Vehicle conditions.
8.4	In the event the Vehicle Agreement is not fulfilled by the Hirer or any Driver, or if the Vehicle has been misused, the Hirer is liable for all directly and indirectly resulting damages. The Hirer will in addition be charge a fine of £250. Misuses include:
	a. A Driver going to countries, parts of countries other than the ones permitted in the insurance documents and / or stated in the Booking Confirmation.
	b. The Hirer, Driver or any passengers violating the House Rules as stated in the Booking Confirmation.
	c. The Hirer, Driver or any passengers renting out the Vehicle to third parties (subletting).
	d. Any Driver ignoring the Vehicle's warning lights.
	e. The Hirer changing travel companions without informing the CamperHoldiday.
	f. Any Driver obscuring the Vehicle.

	g.	The Hirer, Driver or any passengers selling, or attempting to sell, the Vehicle.
	h.	The Hirer, Driver or any passengers recklessly using the Vehicle.
	i.	The Hirer, Driver or any passengers allowing others to use the Vehicle, or letting other individuals drive the vehicle, other than the CamperHoliday Drivers as described on the Booking Confirmation.
	j.	The Hirer, Driver or any passengers using the Vehicle for illegal purposes.
	k.	The Hirer, Driver or any passengers using the Vehicle for commercial or media purposes without written permission from the CamperHoliday.
	l.	Any Driver driving the Vehicle in a manner that breaks local laws.
	m.	Any other behaviour from which it can be established that the Driver does not act as 'good guests' with regards to the Vehicle.
8.5		If the Hirer or any Driver 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 Hirer's expense.
8.6		All Drivers must have at least reached the age stated in the booking process and be in possession of a valid driving license which is required to drive the Vehicle, or required to drive the combination of the Vehicle and towing vehicle. A driver is only allowed to drive the Vehicle if a Verification has been carried out by CamperHoliday in advance 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 Vehicle Period, the Driver is considered to be at fault and the cancellation policy applies. Only Drivers who had met the requirements of the Verification will be listed on the Booking Confirmation as issued at the Vehicle Handover. Where a Driver was listed on the Booking Confirmation issued when the Deposit was paid but does not meet the Verification requirements of CamperHoliday two weeks in advance of the Rental Period, it is the sole responsibility of the Hirer to find an alternate Driver. Where an alternate Driver cannot be found then this Agreement shall be considered terminated in accordance with clause 13.3b. If a 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.
8.7		The Vehicle may only be used for the maximum number of people listed on the Booking Confirmation form.
8.8		Each Driver has to hold a driving license which is valid for at least 1 month after the end of the Rental Period and which allows for driving the Vehicle, possibly in combination with a towing vehicle, in all countries through which the Driver intends to travel with the Vehicle.
8.9		The Driver is liable for any traffic violations and/or any costs relating 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 Driver must be proven CamperHoliday, by providing evidence that these costs have indeed been incurred by the Driver during the Rental Period. CamperHoliday shall where possible, advance these costs to prevent any extra charge.
8.10		The Driver must use and drive the Vehicle in accordance with the vehicle instructions and (when provided) the Vehicle's user manual. The Drivers must, when using the Vehicle, follow all the instructions provided by CamperHoliday, including instructions that have been uploaded onto the CamperHoliday YouTube Channel. The Driver must drive the Vehicle carefully and safely. Under no circumstances is it allowed to drive faster than the legally permitted maximum speed limit in the country of travel.
8.11		The Vehicle must be used in accordance with applicable laws and regulations at all times.
8.12		The Vehicle is only to be used by the Driver and Hirer for camping purposes. It is only permitted to use the Vehicle in areas where local law, the house rules and the Insurance Policy allow it. If damage or costs arise because the Driver did not abide by these restrictions and if these costs are not covered by the Insurance company, these costs will be charged to the Hirer.
8.13		If the Vehicle has a technical fault and/or failure, the Driver is obliged to immediately inform CamperHoliday by phone.
<b>9.</b>		<b>Which countries, states or regions may be visited</b>
		Only the countries, states or regions described on the Vehicle Handover Form are allowed to be visited with the Vehicle.

<b>10.</b>	<b>Extension of the Rental Period</b>
10.1	The originally agreed upon Rental Period can be extended when both CamperHoliday as well as the Hirer agree on the amendment in writing, by email. The extension is authorised if CamperHoliday agrees to the extension and the Driver has paid for the extension.
10.2	In accordance with the Vehicle Agreement, CamperHoliday has the freedom to refuse an extension request. If the Driver does not return the Vehicle on the mutually agreed upon end date of the Rental Period, the Driver will be liable for the costs as described in 11.1.
<b>11.0</b>	<b>Returning the Vehicle</b>
11.1	The Vehicle may only be returned by the Hirer or Driver. The Driver must return the Vehicle to the agreed place on the agreed date and time of the Rental Period, as described in the Booking Confirmation. In the event of non-delivery or late return of the Vehicle to the agree location, a fee of 250% of the rent can be charged to the Hirer for each period of 24hrs that the Vehicle is returned late or on a pro rata basis where the late return is within 24hrs.
11.2	If the Hirer or Driver cannot return the Vehicle to CamperHoliday at the agreed place, date and time, the a Driver or the Hirer must record the final state of the Vehicle using the blank version of the Vehicle Handover Form found in the Instruction Guide of the Vehicle glovebox or door pocket. If the Vehicle is not returned for reasons other than a Breakdown, any repatriation costs will be charged to the Hirer.
11.3	The Hirer must clean the Vehicle's interior (including any toilet and tanks) and return the Vehicle in the same condition as it was on collection.
11.4	CamperHoliday may insist a Hirer or Driver return the Vehicle earlier than the agreed upon end date of the Rental Period, if a Hirer, Driver or passenger misuses the vehicle twice or more, as described in 8.4, in which case the Hirer or Driver must immediately return the Vehicle and must strictly follow CamperHolidays instructions. In this case the Hirer will not be refunded any costs, and any identifiable damages caused by a Driver, Hirer or passenger will be charged to the Hirer.
11.5	If the Hirer or Driver wishes to return the Vehicle earlier, this must be done at a time and place agreed with CamperHoliday. There will be no refund of the Vehicle price unless CamperHoliday agrees to do so.
11.6	If the Driver deliberately withholds information pertaining to any Damage(s) caused to the Vehicle, the costs for the expertise, claims handling and additional administrative actions (such as reporting to the police for fraud) will be at the Hirer's expense.
11.7	If the Hirer or Driver does not return the Vehicle, CamperHoliday will call the police and all evidence will be transferred to the police. All direct and indirect costs, including lost Vehicle income, will be at the Hirer's expense.
<b>12.</b>	<b>Breakdown and Accidents</b>
12.1	Damages and/or defects can always occur to the Vehicle during the Vehicle Period. If the Vehicle breaks down and/or is involved in an accident, the Hirer or Driver must immediately contact CamperHoliday (after following the necessary safety procedures and precautions). The Hirer or Driver must follow CamperHoliday's instructions.
12.2	Immediately after an accident, before the vehicles involved in the collision have been moved, or if it is a one-sided accident, before the Vehicle has been moved, the Driver must take photos of the damage and of the location of the accident (so long as it is safe to do so).
12.3	It is forbidden for the Hirer or Driver to repair a Damage or defect without the written consent of either the CamperHoliday or the Insurer. In the event the Hirer is allowed to contact the Insurer directly and the Insurer accepts the repair and the costs involved, CamperHoliday is to be notified afterwards. In the event CamperHoliday has to consent to a repair and the costs involved, CamperHoliday must do so as soon as reasonably possible but at least within 24 hours or come up with an equivalent alternative. If CamperHoliday fails to comply with the above-mentioned time frame, the Hirer is allowed to cancel the Vehicle Agreement, after which a refund will be made of the days the Vehicle could not be used.
12.4	If the Vehicle is involved in a collision, the Driver must comply with all local laws and regulations and an appropriate European Accident Statement form must be signed by all parties involved, including in any case the Driver, the Drivers and any passengers. It is the Driver's responsibility to understand the local laws and regulations in respect of reporting and dealing with accidents.
12.5	If the Driver does not comply with Clauses 12.2-12.4, all costs resulting from this will be at the Hirer's expense.

12.6	All damage that is not eligible for reimbursement according to the Insurer's insurance conditions, always remain at the Driver's expense. An exception to this is motor damage, which is at CamperHolidays 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 Vehicle, insurances can require CamperHoliday to pay for part of replacement costs excluding labour; this may not be charged to Driver.
<b>13.</b>	<b>Cancellation of the Vehicle Agreement (including Covid cancellation provisions)</b>
13.1	The Hirer or Driver must refuse the Vehicle if he/she believes (within reason) that is not safe in any respect. The Hirer may cancel the Vehicle Agreement if this occurs. The Hirer does not have to pay any costs in this case.
13.2	The cancellation conditions apply to the Vehicle Agreement which are agreed to when the Hirer pays the Deposit and as described within the Booking Confirmation.
<b>13.3</b>	<b>In the event that the Hirer, or any of the party named as travelling on the Booking Confirmation Form, are in isolation because they are displaying symptoms of Coronavirus-19, they have received a positive Coronavirus-19 test or they have been asked to isolate by the NHS Track and Trace Service the Hirer shall</b>
	<b>a. provide evidence of positive Coronavirus test results or the NHS Track and Trace request to isolate</b>
	<b>b. be entitled to a refund on the full balance as described on the Booking Confirmation minus the non-refundable deposit</b>
	<b>c. Agree with CamperHoliday, as soon as convenient for both parties, new travel dates of equivalent monetary value to the original travel dates on the Booking Confirmation. CamperHoliday will do everything to assist the Hirer to cancel any other travel arrangements associated with the Booking Confirmation and to minimise any monies lost by the Hirer.</b>
<b>13.4</b>	<b>In the event that CamperHoliday are required to close in order to meet the requirements of any Government enforced public health requirement (staff isolations, national or local lockdown) and are unable to provide the Vehicle to the Hirer CamperHoliday shall</b>
	<b>a. Contact the Hirer within 5 days of any Government announcement to arrange a refund on the full balance as described on the Booking Confirmation minus the non-refundable deposit.</b>
	<b>b. Agree with the Hirer new travel dates of equivalent monetary value to the original travel dates on the Booking Confirmation. Where the Hirer is unable to agree new travel dates when contacted by CamperHoliday, it will become the Hirers responsibility to contact CamperHoliday with alternate dates. New travel dates should not be considered confirmed until CamperHoliday has issued a revised Booking Confirmation to the Hirer confirming the new travel dates. CamperHoliday will do everything to assist the Hirer to cancel any other travel arrangements associated with the Booking Confirmation and to minimise any monies lost by the Hirer.</b>
13.3	CamperHoliday may only cancel the Vehicle Agreement free of charge in the following cases:
	a. if in the Vehicle Agreement between CamperHoliday and the previous Hirer a situation occurs as described in 12. A full refund, including Deposit, shall be paid by CamperHoliday to the Hirer.
	b. if a Drivers circumstances have changed and he/she is no longer eligible to drive the Vehicle e.g. Driver's driving license has been revoked, Driver has gained additional driving license points. CamperHoliday may not refund the price of the booking in these circumstances.
	c. if the Hirer has not paid the full price of the booking three weeks in advance of the Rental Period, or the Security Bond at least 48 hours in advance of the Rental Period. The Hirer shall be required to pay any outstanding balance with no refund of the Deposit(s) and CamperHoliday may refuse the right to release the Vehicle for the Rental Period.
13.4	CamperHoliday is entitled to cancel the Vehicle Agreement if the Hirer and the Driver is not present on the agreed date, place and time as stated in the Booking Confirmation. CamperHoliday may not refund the price of the booking in these circumstances.
13.5	If the Driver cancels the Vehicle Agreement without a reason as stated in 13.1, then the cancellation conditions as stated in the Booking Confirmation apply. If a surplus remains after the cancellation

	conditions have been applied, this surplus will be refunded to the Hirer. If there is an outstanding balance after the cancellation conditions have been applied, this will be charged to the Hirer.
<b>14.</b>	<b>Administration Costs</b>
14.1	CamperHoliday can charge the Hirer with administration costs of up to £25 per event, if the Hirer does not comply with the Vehicle Agreement conditions, resulting in CamperHoliday having to perform additional administrative procedures:
	a. if the remaining payment is not paid on time (4.3)
	b. if the Security Bond is not paid on time (5.1)
	c. when processing additional costs (4.5)
	d. when processing additional costs after the Security Bond has been settled (4.5)
<b>15.</b>	<b>Ownership and Liability</b>
15.1	The Vehicle will always remain CamperHolidays property. The Hirer or the Driver is not permitted to tax or sell the Vehicle.
15.2	The Vehicle will be maintained regularly by CamperHoliday, in accordance with the specifications of the manufacturer of the vehicle.
15.3	CamperHoliday is not liable for the Hirer's, Driver's or passenger's damage unless there is negligence or recklessness on CamperHolidays part. Failure to comply with the maintenance required in item 15.2 can be considered negligence or recklessness if this contributed to or caused the damage.
15.4	If CamperHoliday is liable, then the liability of CamperHoliday is limited to the rent paid by the Hirer to rent the Vehicle as set out in the Booking Confirmation.
<b>16.</b>	<b>Data Protection</b>
16.1	CamperHoliday will hold electronic copies of the Driver's Personal Data from the point of booking, until a period of six months after the Rental Period.
16.2	CamperHoliday will not use a Driver's Personal Data for any other purpose than is required to meet its obligations in this Rental Agreement and any requirements as set out by the Insurer. CamperHoliday will process and store the Personal Data to ensure
	a. that a Driver's drivers license is current and valid and permits them to drive the Vehicle.
	b. that a Driver is eligible to drive the Vehicle.
	c. it's obligations to the Insurer are being met
	d. that a Driver is complying with his/her obligations under this Agreement
16.3	CamperHoliday will not share the Drivers Personal Data with any third party, unless required to do so by law or any other regulatory body.
16.4	The Vehicle carries a tracking device. The data captured by the tracking device shall, for the avoidance of doubt, be deemed to be Driver Personal and Sensitive Data for the purposes of this Agreement.
16.5	Where CamperHoliday believes that a Vehicle is being misused as described in Clause 8, CamperHoliday reserve the right to remotely immobilise the Vehicle.
<b>17.</b>	<b>Disputes between Owners and Drivers</b>
17.1	Hirers are responsible for returning the Camping Vehicle in the condition it was in at the commencement of the Rental Period, save for fair wear and tear. Hirers 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 Vehicle.
17.2	Drivers agree to cooperate with CamperHoliday in good faith, and to provide CamperHoliday with such information and take such actions as may be reasonably requested by CamperHoliday in connection with any Damage claim or police enquiry.
17.3	Where a Driver and CamperHoliday are unable to reach an agreement in respect of any dispute, the dispute shall be referred to <a href="http://www.CEDR.com">www.CEDR.com</a> , an independent arbitration panel.
<b>18.</b>	<b>Applicable Law and Competent Court</b>
18.1	These terms and conditions and the Vehicle Agreement are governed by English Law.



18.2	All disputes arising as a result of the Vehicle Agreement or these Vehicle conditions will be dealt with by a competent court in Cheshire, England.
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