

OWNER TERMS AND CONDITIONS

By listing your Equipment (as defined below) on Camplify you agree to the following terms and conditions between CAMPLIFY CO (UK) Ltd 10710562 (**Camplify**) and you (**Owner**).

A - Camplify acts as booking agent in the business of renting equipment such as motorhomes, campervans, caravans, static caravans and glamping units to customers.

B - The Owner appoints Camplify as its third-party agent to market and promote Camplify Equipment Rental Services, and Camplify accepts that appointment on the terms and conditions of this Agreement.

C In consideration for Camplify accepting appointment as the agent of the Owner, the Owner agrees to comply with the terms and conditions set out in this Agreement.

D - As the provider of the Camplify Website, Camplify does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Equipment (as defined below). The Owner is responsible for their listing and compliance with this Agreement.

E - The Owner owns Equipment which they will make available for rental to customers who book through Camplify.

F - The parties wish to market and promote Camplify as a unique holiday experience.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms have the corresponding meanings set out below:

Accident Excess means the total amount per event/incident under the Accident Excess Reduction or set by the Owner's own insurance that will be charged to the Hirer.

Accident Excess Deposit means the amount due by the Hirer at start of the rental period pursuant to the relevant Accident Excess Reduction.

Accident Excess Reduction means the accident excess reduction package selected by the Hirer from the packages found at this page: [Accident Excess Reduction: Camplify](#), as amended from time to time.

Anniversary Date means 11.59 pm on the date shown as the "Anniversary Date" on the Profile Go Live.

Bring Your Own Insurance means comprehensive insurance cover for the Equipment taken out and managed by the Owner independently of Camplify, but which must as a minimum note Camplify as an interested party.

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

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

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

Camplify Dispute Resolution Policy means the Camplify Dispute Resolution Policy available [on this page](#) as may be amended from time to time.

Camplify Equipment Rental Services means the Equipment rental services provided by Camplify pursuant to this Agreement.

Camplify Privacy Policy means the Camplify Privacy Policy available [on this page](#) as may be amended from time to time.

Camplify Membership means the type of Camplify membership that the Owner has with Camplify.

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

Confidential Information means all confidential or proprietary information (however recorded or preserved) relating to that is disclosed or made available whether before or after the date of the Agreement (in any form or medium), directly or indirectly by the disclosing party to the other party.

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, Loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this agreement.

Commission means the commission calculated based on the Camplify Membership that the owner chooses and will be deducted by Camplify from the Rental Charges paid by the Hirer for the Rental.

Companies Act means the *Companies Act 2006*.

Equipment means the Owner's equipment that may be hired by Hirers. This may include but is not limited to caravans, trailer tents, motorhomes, campervan, static caravans, glamping units, or other recreational vehicles approved by Camplify as described in the listing on Camplify's Website.

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

Extenuating Circumstance Policy means the Camplify Extenuating Circumstance Policy available at <https://www.camplify.co.uk/covid-19/extenuating-circumstances> as may be amended from time to time.

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

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

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

Hirer means an individual whose membership to the Camplify community has been accepted by Camplify, who is bound by the Hiring Terms and Conditions and who seeks to hire the Equipment.

Hiring Terms and Conditions means the terms and conditions entered in to by the Hirer and Camplify available [on this page](#).

Initial Period means fifteen (15) Business Days from the date either party notifies the other in writing of the existence of a Dispute.

Insolvency Event means:

- (a) a party to the Agreement suspending, or threatening to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1)(e) or 123(2) of the IA 1986, or (being an individual) is deemed either unable to pay his debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) a party to the Agreement commencing negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (c) a party to the Agreement applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of a party to the Agreement (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over a party to the Agreement (being a company, partnership or limited liability partnership);
- (f) the holder of a qualifying floating charge over the assets of a party to the Agreement (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over all or any of the assets of a party to the Agreement or a receiver is appointed over all or any of the assets of a party to the Agreement;
- (h) a party to the Agreement (being an individual) is the subject of a bankruptcy petition, application or order;
- (i) a creditor or encumbrancer of a party to the Agreement attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of a party to the Agreement’s assets and such attachment or process is not discharged within 14 days; and
- (j) a party to the Agreement suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

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

Owner's Rental Fee means the rental charges payable and received by Camplify from the Hirer less the Commission for the services and administration provided to the Owner by Camplify pursuant to this Agreement.

Post-Hire Checklist means the post-hire checklist found on the Camplify App, further details are available [here](#) as may be amended from time to time.

Pre-Hire Checklist means the pre-hire checklist found on the Camplify App, further details are available [here](#) as may be amended from time to time.

Profile Go Live means the date when an Owner's listing appears in search on the Camplify Website and is able to be booked by Hirers. The listing goes live once the Owner has completed the Camplify verification process.

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

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

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

RV Managers means individuals appointed to manage the Equipment on behalf of the Owner.

Tax Invoice means the booking summary email provided by Camplify with all costs and charges outlined.

Term means the Initial Term and all Further Terms (if any) as defined in clause 3 of the Agreement.

Territory means the United Kingdom.

1.2 Interpretation in this Agreement, unless the context otherwise requires:

- (a) a reference to:
 - (1) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
 - (2) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
 - (3) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
 - (4) time is a reference to legal time in the United Kingdom;
 - (5) a reference to a day or a month means a calendar day or calendar month;
 - (6) money (including '£', 'GBP' or 'pounds') is to English currency.
- (b) Unless expressly stated, no party enters into this Agreement as agent for any other person (or otherwise on their behalf or for their benefit).
- (c) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (d) If the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day.
- (e) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (f) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (g) A reference to writing or written includes email but not fax.

2. GENERAL

- 2.1 Subject to the terms and conditions of this Agreement, in the Territory and during the Term of this Agreement the Owner appoints Camplify, and Camplify accepts its

appointment, as the Owner's third-party agent to market and procure the sale of the Camplify Equipment Rental Services.

- 2.2 It is expressly agreed that neither party has the authority to enter into agreements or make any commitments on the other party's behalf, except to the extent necessary for Camplify to operate the Camplify Equipment Rental Services as contemplated by this Agreement.

3. TERM

- 3.1 This Agreement commences on the date of this Agreement or the date the Owner lists any Equipment for hire on the Camplify Website and, unless terminated earlier in accordance with the terms set out in this Agreement, continues in force until the Anniversary Date (the "**Initial Term**").
- 3.2 Subject to the parties' rights to terminate under this Agreement, this Agreement will automatically renew for consecutive periods of 12 months after the expiry of the Initial Term ("**Further Terms**") unless either party provides not less than two weeks' written notice to the other party, with such notice to expire on the last day of the then current Term, advising that it does not wish for the Agreement to continue for a Further Term. For the avoidance of doubt, if written notice is not issued by either Party in accordance with this clause 3.2, this Agreement will automatically extend for the Further Term.
- 3.3 The Owner shall perform any contract entered into between it and any Hirer, including but not limited to any obligations relating to any Rental, that relates to a period occurring after termination of this Agreement in accordance with clause 3.2 notwithstanding such termination.

4. ELIGIBILITY AND MEMBERSHIP

- 4.1 The Owner must create a profile listing of their Equipment on the Camplify Website and must include detailed pictures inside and out showing all aspects of all angles of their Equipment.
- 4.2 The Owner must ensure that the Equipment:
- (a) is registered in compliance with all applicable laws in England and Wales including up-to-date MOT, and if applicable, gas and electricity certificates for hire; and
 - (b) covered by a comprehensive insurance policy acceptable to Camplify throughout the Term of this Agreement, as set out in clause 15 of this Agreement.

- 4.3 The Owner must make their Equipment available for hire for a minimum of 8 weeks per year.
- 4.4 All Equipment must be submitted by the Owner to Camplify for approval before being added to the Camplify Website and approval and acceptance is entirely at Camplify's discretion and is based on the quality of the Equipment.
- 4.5 For the Equipment to be approved and accepted by Camplify, and for the duration of the Term, it is the Owner's responsibility to ensure that:
- (a) the Equipment has:
 - (1) a fully functional smoke alarm;
 - (2) if the Equipment has an indoor kitchen;
 - (A) a fire blanket; and
 - (B) a fully functional fire extinguisher,
 - (3) a first aid kit;
 - (b) any gas bottles are to be in good condition and in date; and
 - (c) any advisories on MOT must be addressed and resolved prior to any Rental. Failing to action them will void the insurance through Camplify and Owners will be responsible for any Claim.
- 4.6 The Owner must provide Camplify with any operational requirements relevant to the Equipment, such as, for example, specifications for the Equipment, via their listing profile. Should the Owner provide the incorrect or incomplete operational requirements for the Equipment and the Hirer is then impacted due to any damage caused, the Owner may be held responsible for any loss.

5. CAMPLIFY'S OBLIGATIONS

- 5.1 Camplify agrees that during the Term it will:
- (a) provide:
 - (1) an online platform that connects Owners who create listings for the Equipment that are made available for booking by holiday makers seeking to book the Equipment;
 - (2) the ability to get cover which provides Hirers with third party cover for major accidental damage caused by fire or accident. This cover is only active from the completion of the rental check lists (both Pre-Hire and Post-Hire Checklists) on pick up and drop off;
 - (b) secure and manage the Accident Excess Deposit from the Hirer;
 - (c) provide the Owner with cover up to the Accident Excess Amount, for any damage that may be caused through hiring the Equipment in accordance with the Hiring Terms and Conditions;

- (d) for Owners using Camplify's top-up hiring insurance, perform DVLA/licence verification checks; and
- (e) promote:
 - (1) the Camplify Equipment Rental Services on the Camplify Website as appropriate;
 - (2) Camplify Equipment Rental Services through advertising as appropriate;
 - (3) develop opportunities through its customer base; and
 - (4) promote the Camplify Equipment Rental Services at trade shows and through its literature.

6. THE OWNER'S OBLIGATIONS

6.1 The Owner agrees that during the Term it will:

- (a) comply with Camplify's policies, made available on the Camplify Website and as may be amended from time to time, including but not limited to the following:
 - (1) Camplify Privacy Policy;
 - (2) Extenuating Circumstances Policy; and
 - (3) Camplify Dispute Resolution Policy.
- (b) list the Equipment with the following requirements:
 - (1) using a smartphone or camera to take a minimum of 4 photos inside the Equipment;
 - (2) a minimum of 4 photos of the outside of the Equipment;
 - (3) a photo of the number plate or registration plate of the Equipment; and
 - (4) in respect of the above requirements, all photos must be less than 1 month old at the time of listing.
- (c) maintain:
 - (1) the Equipment in accordance with any manufacturer's or industry standards, as well as all applicable laws;
 - (2) registration of the Equipment as required by law in the Territory, or any part of the Territory where the Equipment is or will be used; and
 - (3) when choosing not to take out Camplify's insurance product, comprehensive insurance of the Equipment with an insurer acceptable to Camplify and with a sum insured for no less than the market value of the Equipment, subject to clause 15 of this Agreement.

- (d) provide Camplify with, where reasonably requested:
 - (1) a copy of the registration certificate for the Equipment;
 - (2) a copy of the Equipment's comprehensive insurance policy and current policy schedule;
 - (3) a copy of the Equipment's latest MOT certificate, gas or electricity certificate (if applicable);
 - (4) a full inventory of everything that is included with the Equipment as set out in the listing profile for the Equipment, where applicable; and
 - (5) complete Pre-Hire Checklist and Post-Hire Checklist for each Rental using the Camplify App.
- (e) ensure Equipment listed for driving has an annual maintenance check. Camplify reserves the right to ask for the relevant certificate confirming such check has been carried out;
- (f) ensure that the Equipment is fit for its intended purpose, including but not limited to providing the Camplify Equipment Rental Services. The Owner must ensure that the Equipment is clean and in a good operating condition, and (where applicable) registered and roadworthy;
- (g) act quickly to transfer any fine or parking tickets in the name of the Owner to the Hirer. Should this not be possible, the Owner is required to pay the full amount of any fine or parking ticket to avoid penalties or any other surcharge. In order to claim back this payment from Camplify, Owners are required to forward copy of the fine/ticket and proof of payment. Camplify will always only reimburse the lowest fine amount, any penalties resulting from delayed payments are the responsibility of the Owner;
- (h) ensure that van conversions are fully reclassified by the DVLA. Owners shall provide Camplify supporting evidence of the reclassification on request;
- (i) make available the Equipment for the Camplify Equipment Rental Services and Rental;
- (j) make available the Equipment for Camplify to use for trade shows and any other promotional opportunities that present themselves, as reasonably requested by Camplify from time to time and for a minimum of 4 days per year;
- (k) supply images and text for Camplify to use for the Camplify Website and marketing activities; and
- (l) follow the branding guidelines of Camplify, as advised from time to time, when required to do so.

6.2 The Owner acknowledges and agrees that this Agreement creates an agency agreement between Camplify and the Owner. This Agreement does not make either party a joint venturer, partner, contractor or employee of the other.

6.3 The Owner must not either during the Term or for 3 years afterward, directly or indirectly, solicit or attempt to solicit any Hirers introduced by Camplify in accordance

with this Agreement to hire the Equipment directly from the Owner and must not seek, or request, payment directly from the Hirer or by any means other than through the Camplify Website or as directed by Camplify.

7. RENTAL PROCEDURE

- 7.1 Upon receipt of a Hirer's request to hire the Owner's Equipment the Owner will:
- (a) engage with the Hirer within 48 hours, asking and answering questions to assess the suitability of the Hirer to hire the Owner's Equipment; and
 - (b) approve or reject the Hirer's request for a booking.
- 7.2 Upon receipt of notification of a confirmed booking for the hire of Equipment, and Camplify Equipment Rental Services (if applicable) Camplify will:
- (a) provide the Hirer with a Tax Invoice;
 - (b) collect payment of the Rental Charges and Accident Excess Deposit from the Hirer; and
 - (c) if the Owner is using Camplify's top-up hiring insurance, undertake any checks required to ensure the Hirer meets the minimum standard required to hire the Equipment. Licence checks can be performed up to seven days before departure - or within that period for last minute bookings. Drivers failing to qualify with insurance terms or whose licence checks have not been successful will have their booking cancelled and refunded, and the Owner shall not impose penalties or request cancellation fees. Camplify shall not be liable for any loss whatsoever, including but not limited to loss of Owner's earnings, resulting from this type of cancellation.
- 7.3 Upon confirmation as to the Hirer's suitability, the Owner must:
- (a) agree with the Hirer to meet at a mutually acceptable location for the Rental to commence; and
 - (b) induct the Hirer into the safe use, operation, and handling of the Equipment.
- 7.4 The Owner in conjunction with the Hirer must:
- (a) complete the Pre-Hire Checklist using the Camplify App, including agreement that any pre-existing damage matches the current Pre-Hire Checklist;
 - (b) take photos of the interior and exterior of the Equipment as required by this Agreement;
 - (c) take a photo of all authorised driver's licences and upload this information to the Pre-Hire Checklist via the Camplify App (and then immediately delete photos from the Owner's device); and
 - (d) conduct an inventory review.
- 7.5 The Owner must be reasonably available during the Rental to assist the Hirer by answering any questions and resolving any issues that have arisen during the Rental.

- 7.6 At the End of the Rental, the Owner must:
- (a) agree with the Hirer to meet at a mutually acceptable location;
 - (b) complete the Post-Hire Checklist;
 - (c) use the Camplify App;
 - (d) take photos of the interior and exterior of the Equipment as required by this Agreement;
 - (e) review and agree with the Hirer on any damage caused during the Rental;
 - (f) review the inventory for missing items;
 - (g) notify Camplify of any missing items or damage; and
 - (h) begin a conversation with the Hirer about missing items or damage and settle privately should this be feasible.
- 7.7 The Pre- Hire Checklist, Post-Hire Checklist and any other check list of the Owner or Camplify must be completed in the presence of the Hirer using the Camplify App unless previously agreed by both parties in writing.
- 7.8 If any damage has been caused to the Equipment during the Rental or if there are any other issues raised by the Owner as to the Hirer's obligations or the Hirer as to the Owner's obligations these must be reported to Camplify, within 48 hours and prior to any other Rental, via completion of the Post-Hire Checklist, indicating the damage.
- 7.9 Failing to comply with clauses 7.4, 7.6 (b) and 7.8 may invalidate the Owner's ability to claim on the insurance contracted through Camplify. Without completion of these documents, Camplify may also be unable to support the recovery of the bond.
- 7.10 Except where permitted by any other term of these Terms and Conditions, the Owner shall not claim from Camplify or the Hirer any costs, expenses, losses or otherwise connected to or arising out of Equipment being repaired at the End of the Rental, including but not limited to the costs and expenses associated with taxi journeys and Equipment movement costs (whether to a garage or otherwise).
- 7.11 For incidents of damage the Owners must follow the following process:
- (a) Provide Camplify with a written formal quote from an approved repairer and suppliers; or two quotes from other sources outside the network of approved garages and suppliers.
 - (b) Approved repairers include garages certified by the Motor Industry Code of Practice for Service and Repair, including RAC, AA or Allianz.
 - (c) Camplify treats all quotes provided as fixed price quotes. The agreed quote will be the final amount paid by Camplify to the Owner for Damages. If the repair is over the quoted amount Camplify reserves the right to not provide any additional funds. Quotes must be inclusive of VAT and any other taxes or charges.
 - (d) Depending on the cost and type of damage Camplify may pass the Owner over to the Owners insurance provider to continue the claims process.

- (e) Owners cannot claim an arbitrary amount on damage. Claims must be supported by valid quotations or invoices.
- (f) Quotes for the costs of repairs must be provided at the earliest opportunity and no later than 3 weeks from the submission of the Post-Hire Checklist using the Camplify App.

7.12 The Owner acknowledges that Camplify does not provide any recommendations, warranties, guarantees or otherwise in relation to any repairs required to any Equipment, or in respect of repairers whether suggested by Camplify or otherwise. All repairs must be organised and arranged by the Owner or in accordance with the directions of the Owner's insurer under any insurance policy, or the directions of Camplify's insurer should the Owner have opted for Camplify top-up hiring insurance.

8. ROADSIDE ASSISTANCE AND BREAKDOWN COVER

8.1 All outlined roadside assistance and breakdown cover is covered under the Camplify Breakdown Cover Agreement covered at www.camplify.co.uk/breakdownpolicy.

9. PARTIES' CONDUCT

- 9.1 Each party acknowledges and agrees that it will not do anything which could give rise to a claim against the other party for loss or damage from any person including by:
- (a) making misleading or deceptive or untrue statements;
 - (b) acting unconscionably or unfairly; or
 - (c) act in a manner which brings the reputation of the other party into disrepute.

10. FEES PAYABLE BY HIRERS AND OWNERS

- 10.1 Upon confirmation of the booking the Hirer will pay to Camplify the Owner's Rental Fee.
- 10.2 Upon confirmation of the booking Camplify shall procure a pre-authorisation on the Hirer's credit or debit card in an amount equal to the Accident Excess Deposit.
- 10.3 The Accident Excess Deposit will be released to the Hirer within 48 hours of completion of the Rental, subject to there being no damage to the Equipment and no breach of the Hirer's obligations under the Hirer Terms and Conditions.
- 10.4 Camplify will pay to the Owner the Owner's Rental Fee in accordance with the following terms:
- (a) 50% of the Owner's Rental Fee will be paid to the Owner on the Thursday on or after the Rental commences. This is known as the "initial payment"; and
 - (b) 50% of the Owner's Rental Fee on the Thursday on or after the Rental ends. This is known as the "final payment".

- 10.5 During busy periods, as determined by Camplify at its reasonable discretion, Camplify may take up to 30 days to process the initial payment and the final payment.
- 10.6 Camplify may at its sole discretion amend the Owner's Rental Fee upon 14 days' notice to the Owner.
- 10.7 Camplify will provide the Owner with all relevant information reasonably required by the Owner for the calculation of the Owner's Rental Fee.
- 10.8 If the Owner owes Camplify any amounts from previous Rentals, Camplify reserves the right to:
- (a) hold any future fees, including but not limited to the Owner's Rental Fees, payable to the Owner on lien until the balance of all fees payable to Camplify are repaid and Camplify may deduct any amounts payable to it from any future fees that it receives on behalf of the Owner;
 - (b) suspended the Owner's Equipment listing; and
 - (c) if any amounts payable to Camplify remain outstanding for more than 30 days, refer the amounts outstanding to a debt collection agency at the cost of the Owner, unless otherwise agreed.
- 10.9 In consideration for Camplify providing the platform on the Camplify Website for the Owner to list their Equipment for hire, the Owner agrees to pay Camplify the Commission. The Commission payable to Camplify will be calculated based on the Camplify Membership that the Owner has and will be deducted by Camplify from the Rental Charges paid by the Hirer for the Rental. By entering into this Agreement, the Owner authorises Camplify to deduct the Commission from the Rental Charges that it receives from Hirers for Rentals.

11. CANCELLATION

- 11.1 Camplify provides all Hirers with the ability to cancel their booking in accordance with the Camplify Cancellation Policy.
- 11.2 A booking is deemed cancelled when the Hirer clicks the cancel button on their profile page relating to that booking on the Camplify Website.
- 11.3 The Owner must select a cancellation policy option when it lists the Equipment on the Camplify Website from the options of: flexible, moderate, or strict. If no option is selected by the Owner, the default option will be the flexible cancellation policy. It is the Owner's responsibility to change the cancellation policy type if they choose to do so. The policy the Owner has selected at the date of a Hirer booking a Rental will be displayed during the booking process and emailed to the Hirer.
- 11.4 The cancellation policy options are set out in the Camplify Cancellation Policy.

- 11.5 The Owner agrees to comply with the Camplify Cancellation Policy.
- 11.6 If there is a dispute from either party relating to a cancellation, the Owner and the Hirer must give Camplify notice of the dispute within 48 hours and allow Camplify to resolve the dispute in accordance with the Camplify Dispute Resolution Policy.
- 11.7 During times of Major Extenuating Circumstances Camplify may implement its Extenuating Circumstance Policy. If this occurs, a notification will be posted on the page <https://www.camplify.co.uk/extenuating-circumstances>. This policy will work in line with the recommendation from the Competition and Market Authority. Camplify credits can be used on any van within 24 months. Owners will receive no payment for cancellations/credit of bookings of Rentals when the Extenuating Circumstances Policy is active.
- 11.8 If the Owner cancels a Rental booking for any reason any monies paid to the Owner must be returned to Camplify via bank transfer within 24 hours. A Rental booking is deemed to have been cancelled at the time when the Owner clicks the cancel button on their profile page relating to that Rental booking. Camplify may cancel on the Owner's behalf if the Owner does not respond to a Hirer or indicates to Camplify that the Rental booking will not proceed, or at Camplify's discretion.
- 11.9 Because cancellations of paid bookings disrupt Hirers' plans and impact confidence in the Camplify community, Camplify reserves the right to charge the Owner a £100 fee per cancelled booking. In addition, the Owner will be charged any rebooking costs per cancelled booking up to £150.
- 11.10 If the Owner cancels a Rental booking before the day of check-in, a review will be posted to the Owner's profile indicating that the Owner cancelled a booking. These reviews can't be removed, but the Owner can always write a public response to clarify why the booking was cancelled.
- 11.11 If the Owner cancels on the day of check-in or later, the Hirer will be able to leave a public review on the Owner's profile.
- 11.12 If the Owner cancels 3 or more paid reservations less than 30 days out from a booking within a year, Camplify may deactivate your listing and revoke your ability to use the Camplify Website in its absolute discretion.
- 11.13 The Owner cannot impose penalties or request cancellation fees on bookings that are cancelled as a result of a failed DVLA licence verification.
- 11.14 Owners have the right to cancel Instant Bookings that are found to be in breach of the hiring rules set out in the listing of the Equipment at the time of booking. Cancellation of Instant Bookings for this reason must be communicated within 24 hours of payment if the booking start date is within 7 days, or 48 hours of payment for all other bookings. Provided those timescales are met, the payments required by clause 11.9 shall not be payable. For the avoidance of doubt, cancellations outside these timescales will not be accepted and therefore the payments set out in clause 11.9 shall be payable.
- 11.15 Owners have the right to cancel paid Instant Bookings within the timescale set out in Clause 11.14, and the charges to be paid pursuant to clause 11.9 shall not be payable, should the Hirer show one or more negative reviews on their Camplify profile.

12. RELATIONSHIP OF PARTIES

- 12.1 Except as otherwise provided in this Agreement, this Agreement shall not imply that the parties intend constituting a partnership, joint venture or other form of association in which any party may be liable for the acts or omissions of another, and no party has authority to pledge the credit of another.

13. INTELLECTUAL PROPERTY

- 13.1 Each party acknowledges and agrees that this Agreement does not transfer to either party any intellectual property rights.
- 13.2 Each party acknowledges that it will have no rights and will not acquire any rights in respect of any trademarks, brands or trade names used by any other party or of the goodwill associated with them and that all such rights and goodwill are, and will remain, with the relevant owner.
- 13.3 Each party will, at the expense of the requesting party, take all such steps as a requesting party may reasonably require to assist that party in maintaining the validity and enforceability of its intellectual property rights.

14. INDEMNITY AND LIMITATION OF LIABILITY

- 14.1 The restrictions on liability in this clause 14 apply to every liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 14.2 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; or
 - (b) fraud or fraudulent misrepresentation.
- 14.3 Subject clause 14.2, the Owner acknowledges and agrees that to the fullest extent permitted by law, Camplify will not be liable for, and the Owner releases Camplify in respect of, any Claim, loss, cost, damage or expense arising out of any act or omission of Camplify or its employees, officers or agents unless that Claim, loss, cost, damage or expense is a direct result of the negligence or breach of this Agreement by Camplify.
- 14.4 Subject to clause 14.2, it is a condition of Camplify providing the Camplify Website to the Owner that Camplify is not liable for any loss or damage, even if connected with default or negligence by Camplify, to the extent that the loss or damage was caused or contributed to by the Owner's acts or omissions or the acts or omissions of others, including Hirers, or by a breach of any warranty or this Agreement by the Owner.
- 14.5 Subject to clause 14.2, Camplify's liability under the Agreement will be limited to an amount that is equivalent to the value of four (4) days Rental for one item of the Owner's Equipment calculated based on the average daily rate for that item of Equipment for the preceding twelve (12) month period.
- 14.6 Subject to clause 14.2, without prejudice to any other clause in the Agreement, the following types of loss are wholly excluded:
- (a) loss of profits;

- (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 14.7 Subject to clause 14.2, to the extent permitted by law and unless otherwise expressly agreed, Camplify does not provide and expressly excludes all warranties whether implied by statute or otherwise in respect of any of the services to be provided by Camplify, including but not limited to, provision of the Camplify Website.
- 14.8 Unless a party notifies the other party that it intends to make a claim in respect of an event within the notice period, the other party shall have no liability for that event. The notice period for an event shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire 24 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 14.9 This clause 14 shall survive termination of the Agreement.
- 14.10 Each party indemnifies and agrees to keep indemnified the other party against any loss, claim, damage, liability, action or legal proceedings and all costs, charges and expenses (including legal fees and disbursements on a full indemnity basis) in connection with the enforcement of this Agreement or arising either directly or indirectly as a result of a breach by the indemnifying party of its obligations or of any warranties or representations given under this Agreement, including any action brought by third parties against the other party as a result, either directly or indirectly, of such breach.

15. INSURANCE

- 15.1 During the currency of this Agreement the Owner must, at the Owner's expense, take out and maintain with an insurer approved by Camplify:
- (a) a comprehensive policy that provides:
 - (1) indemnity for the market value of the Equipment;
 - (2) indemnity for third party loss;
 - (3) cover for use of the Equipment by a Hirer;
 - (4) a public liability policy that provides cover for at least £2 million per claim; and
 - (5) public liability, and business liability insurance (if the Owner operates a registered business).
 - (b) The Owner will comply with subclause (a) above in the following ways:

- (1) The Owner finds an approved policy that covers the Owner and Hirer for all insurance policies stated in (a) above; or
 - (2) The Owner provides a full comprehensive personal liability policy and adds the Camplify top up hiring Insurance policy via the management dashboard.
- 15.2 The Owner must, at the Owner's expense, take out and maintain during the currency of this Agreement statutory or compulsory insurance cover for claims involving personal injury or death and ensure that any Equipment is fully registered for use by a Hirer, as required by all applicable laws.
- 15.3 Owners opting for the Camplify top up driving insurance must comply with the following (this does not and shall not apply to Owner drop-offs or static insurance):
- (1) The Owner must be aged 25 or over;
 - (2) The Owner must not have been subject to bankruptcy / CCJs within the last three years;
 - (3) The Camplify Equipment must be privately owned (maximum two vehicles permitted per Owner). If a vehicle is registered in the name of a company or other corporate entity, the company or corporate entity is restricted to 1 vehicle only on the platform at any one time;
 - (4) UK registered vehicles only may be listed and must be registered in the name of the Owner;
 - (5) Where Equipment is leased to the Owner, the leasing company must be made aware of the P2P exposure;
 - (6) The Equipment must be less than 15 years old;
 - (7) The Equipment must be no greater than 7.5T GVW;
 - (8) The maximum value of the Equipment must be £75,000 – a 10% co-insurance clause will apply to any total loss, fire, or theft for claims for any vehicle that is Equipment and valued £60,000-75,000;
 - (9) No cover will be provided for any accidental damage, fire, or theft losses if previous total loss history is discovered by insurers' claims teams or any one of them.

16. VAT

- 16.1 Unless expressly stated otherwise, all amounts specified in this Agreement are VAT exclusive.

- 16.2 If VAT is payable on a taxable supply made under, by reference to or in connection with this Agreement, the party providing the consideration for that taxable supply must also pay the amount of any VAT payable in respect of that taxable supply as additional consideration. This clause does not apply to the extent that the consideration for the taxable supply is expressly agreed to be VAT inclusive.
- 16.3 Any reference in the calculation of consideration or of any indemnity, reimbursement, or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any input tax credit entitlement of that party in relation to the relevant cost, expense or other liability.

17. WARRANTIES

17.1 Each party warrants that:

- (a) it has the power and authority to enter into and perform its obligations under this Agreement and the execution of this Agreement by it has been duly and validly authorised by all necessary corporate action;
- (b) its obligations under this Agreement are valid, binding and enforceable against it in accordance with their terms;
- (c) this Agreement and its performance do not contravene its constituent documents or any law, or any of its obligations or undertakings by which it is bound, or cause a limitation on its powers of its corporate officers to be exceeded;
- (d) it has the resources, skills, knowledge, and abilities necessary to perform its obligations under this Agreement; and
- (e) to its knowledge, no litigation, arbitration, mediation, conciliation or administrative proceeding is taking place, pending, or threatened, whose outcome is likely to have a material adverse effect on its ability to perform its obligations under this Agreement.

18. CONFIDENTIAL INFORMATION

18.1 Each party shall:

- (a) keep the Confidential Information secret and confidential;
- (b) not use or exploit the Confidential Information in any way except for the purposes of the Agreement;
- (c) not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with the Agreement; and
- (d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the purposes of the Agreement. Any such copies, reductions to writing and records shall be the property of the disclosing party.

- 18.2 Any party in possession of Confidential Information of the other party shall establish and maintain adequate security measures to safeguard the Confidential Information from unauthorised access or use.
- 18.3 A party in possession of Confidential Information of the other party may disclose the Confidential Information to its Representatives, any of its Group Companies, or their Representatives on the basis that it:
- (a) informs those Representatives, Group Companies or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and
 - (b) procures that those Representatives, Group Companies or their Representatives comply with the confidentiality obligations in this clause as if they were the Recipient.
- 18.4 A party in possession of Confidential Information of the other party shall be liable for the actions or omissions of the Representatives, any of its Group Companies or their Representatives in relation to the Confidential Information as if they were the actions or omissions of that party.
- 18.5 Disclosure to the Serious Fraud Office relating to Bribery Act 2010 offences. A party in possession of Confidential Information of the other party may, provided that it has reasonable grounds to believe that the party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first notifying the other party of such disclosure.
- 18.6 Subject to the provisions of this clause 18, a party may disclose Confidential Information to the minimum extent required by:
- (a) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
 - (b) the rules of any listing authority or stock exchange on which its shares or those of any of its Group Companies are listed or traded; or
 - (c) the laws or regulations of any country to which its affairs or those of any of its Group Companies are subject.
- 18.7 Before a party discloses any Confidential Information pursuant to clause 18.6 it shall, to the extent permitted by law, use all reasonable endeavours to give the other party as much notice of this disclosure as possible.
- 18.8 If a party is unable to inform the other party before Confidential Information is disclosed pursuant to clause 18.7 it shall, to the extent permitted by law, inform the other party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

19. TERMINATION

- 19.1 Camplify may terminate this Agreement with immediate effect by written notice to the Owner if:

- (a) the Owner breaches any material term of this Agreement capable of remedy and fails to remedy the breach within 10 Business Days after receiving a notice requiring it to do so;
 - (b) the Owner breaches any material term of this Agreement not capable of remedy in Camplify's reasonable opinion;
 - (c) the Owner breaches any term of this Agreement more than once and, within 5 Business Days after receiving a notice requiring it to do so, fails to satisfy Camplify that a breach of that term will not recur; or
 - (d) the Owner is
 - (1) subject to any form of Insolvency Event; or
 - (2) issued a bankruptcy order.
- 19.2 Termination of this Agreement will not affect any accrued rights or remedies a party may have as at the date of termination, unless explicitly stated otherwise in this Agreement.
- 19.3 Upon expiry or termination of this Agreement each party must immediately:
- (a) deliver, return or otherwise facilitate the delivery or return of any Confidential Information and any other property owned by the other party in its possession;
 - (b) cease to use the intellectual property rights of the other party; and
 - (c) cease to represent directly or indirectly that it is associated with the other party.

20. DISPUTE RESOLUTION

- 20.1 A party must not commence any court proceedings (other than proceedings for urgent interlocutory relief) in respect of a dispute in connection with this Agreement (**Dispute**) until it has complied with this clause 20.
- 20.2 A party claiming that a Dispute has arisen must notify the other party in writing giving details of the Dispute.
- 20.3 Within the Initial Period each party must:
- (a) nominate in writing a representative of that party authorised to settle the Dispute on its behalf; and
 - (b) use reasonable endeavours to resolve the Dispute.
- 20.4 If the parties are unable to resolve the Dispute within the Initial Period they must, within an additional 10 Business Days either: (a) appoint a mediator and agree the terms upon which the mediator is to mediate the Dispute; or (b) if the parties are unable to agree on a mediator or the terms of the mediation, refer the Dispute for mediation to a mediator nominated by the then current President of the Law Society of England and Wales upon the terms of the mediation agreement then approved by the Law Society of England and Wales, and the parties must thereafter mediate the Dispute.

- 20.5 Each party must bear its own costs of resolving the Dispute under this clause and, unless the parties otherwise agree, the parties must bear equally the costs of any mediator engaged for that purpose.

21. NOTICES

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

22. MANAGED RVS

- 22.1 Camplify may enable Owners to authorise other members of the Camplify Website (“**RV Managers**”) to administer the Equipment, and to bind the Owners and take certain actions in relation to the Equipment as permitted by the Owners, such as accepting booking requests, messaging, conducting the Pre-Hire Checklist process, and updating the rental charges payable by Hirers and calendar availability (collectively, “**Managing the Equipment**”). Owners should refer to the Camplify authorised managing services agreement for the terms of such arrangement.

23. MISCELANEOUS

23.1 No assignment

The rights and obligations of each party under this Agreement are personal and except as set out in this Agreement they may not be assigned, charged, encumbered or otherwise dealt with.

23.2 Variation

Camplify reserves the right to modify this Agreement at any time in accordance with this provision. If Camplify make changes to this Agreement, Camplify will provide the Owner with notice of the modifications by email at least fifteen (15) days before the date they become effective. If the Owner disagrees with the revised Agreement, the Owner may terminate this Agreement with immediate effect. Camplify will inform the Owner about their right to terminate the Agreement in the notification email. If the Owner does not terminate this Agreement before the date the revised Agreement becomes effective, the Owner's continued access to or use of the Camplify Website will constitute acceptance of the revised Agreement.

23.3 Severability

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question will not be affected.

23.4 **No waiver**

No waiver by a party of any breach of this Agreement will be considered as a waiver of any subsequent breach of the same or any other provisions.

23.5 **Entire Agreement**

This Agreement constitutes the entire understanding between the parties about its subject matter and supersedes all previous representations, understandings, and agreements in connection with that subject matter.

23.6 **Governing Law and Jurisdiction**

- (a) This Agreement shall be construed in accordance with and shall be governed by the laws in force in England and Wales.
- (b) Each of the parties irrevocably submits to and accepts the exclusive jurisdiction of any of the English courts and any courts of appeal from these courts.
- (c) A party must not commence any court proceedings (other than proceedings for urgent interlocutory relief) in respect of a Dispute until it has complied with this clause 23.6.

23.7 **Verification**

Camplify will make an effort to gather key data on Owners and Hires to allow for this data to be shared on the platform if a successful transaction occurs. However, user verification on the internet is difficult and Camplify does not assume any responsibility for the confirmation of any person's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, Camplify may, but has no obligation to:

- (a) (ask Owners and Hirers to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Owners or Hirers;
- (b) screen Hirers and Owners against third party databases or other sources and request reports from service providers; and
- (c) where we have sufficient information to identify a Hirer, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks (if available).