



## HIRE AGREEMENT

Welcome to California Campers!

This hire agreement (**Agreement**) applies when you hire a Vehicle through our website at <https://california-campers.co.uk/> (**Website**).

If you have any questions about this Agreement, please contact us at [rob@california-campers.co.uk](mailto:rob@california-campers.co.uk), and don't continue making a Booking unless you have read and agree to the terms of this Agreement.

If you're looking for our Privacy Policy, which we will comply with and you also agree to be bound by, you can find it here: <https://california-campers.co.uk/wp-content/uploads/2022/03/Privacy-Policy-California-Campers-15.3.2022.pdf>

### HOW THESE TERMS WORK

This Agreement sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this Agreement:

- **'we'**, **'us'** or **'our'** means California Campers Limited, a company registered in England and Wales under company number 13219268.
- **'you'** or **'your'** means the person using our Website to hire a Vehicle from us.

### YOUR KEY INFORMATION

The *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that up to 14 days after receiving your goods, in most cases, you can *cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used.*

The *Consumer Rights Act 2015* says:

- you can *ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;*
- *if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;*
- *if a time hasn't been agreed upfront, it must be carried out within a reasonable time.*

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.

This information summarises some of your key rights. It is not intended to replace the Agreement below, which you should read carefully.

## 1 HOW TO READ THIS AGREEMENT

Capitalised words and phrases used in this Agreement have the meaning given:

- (a) by the word immediately preceding any boded and bracketed word(s) or phrase(s); or
- (b) to those words or phrases in the following table.

Term	Meaning
<b>Additional Driver</b>	has the meaning set out in clause 5(a).
<b>Booking</b>	has the meaning set out in clause 3(a).
<b>Booking Fee</b>	has the meaning set out in clause 3(b).
<b>Booking Fee Deposit</b>	means 30% of the total Booking Fee.
<b>Driver</b>	means the driver(s) you nominate (including any Additional Driver) to drive the Vehicle and who is approved by us, in our absolute discretion, in accordance with clause 4.
<b>Hire Period</b>	has the meaning set out in clause 6.1(a).
<b>Late Fee</b>	means: <ul style="list-style-type: none"><li>(a) £30 for every 30 minutes the Vehicle is returned after 10.00am on the Return Date; or</li><li>(b) £200 per day if the Vehicle is returned after the Return Date.</li></ul>
<b>Overhead Damage</b>	means any loss or damage to the Vehicle (including any associated fitment or fixture) above 6 feet (1.83 metres) in height measured from the ground up.
<b>Return Date</b>	means the day your Hire Period ends.
<b>Security Deposit</b>	means a deposit of £1,000 payable by you to us in accordance with clause 8.1.
<b>Start Date</b>	means the day your Hire Period starts.
<b>Vehicle</b>	means the vehicle you select to hire and as specified on our Website at checkout.

## 2 HIRE

- (a) We hire to you and you accept from us the hire of the Vehicle upon and subject to the terms of this Agreement.
- (b) We hire the Vehicle to you in accordance with this Agreement in consideration for your acceptance of the terms of this Agreement, including your agreement to pay the Booking Fee and any additional fees (including Security Deposit) that are payable in accordance with this Agreement.

## 3 SUBMITTING A BOOKING

- (a) By submitting a booking for the hire of a Vehicle using the Website's functionality (**Booking**) you represent and warrant that:
  - (i) you have read, understood and agree to the terms of this Agreement;
  - (ii) you intend to place a binding Booking to hire the Vehicle;
  - (iii) you have the legal capacity and are of sufficient age to enter into a binding contract with us; and
  - (iv) you are authorised to use the debit or credit card you provide with your Booking.

- (b) Submitting a Booking constitutes your intention and offer to enter into this Agreement where we will provide you with the Vehicle in exchange for your payment of the total hire booking fee listed upon checkout (**Booking Fee**).
- (c) Your Booking is not confirmed until:
  - (i) we receive payment of your Booking Fee Deposit; and
  - (ii) you receive an email from us confirming your Booking.

#### 4 DRIVER ELIGIBILITY AND IDENTIFICATION

- (a) After submitting your Booking, we will conduct an approval process to determine whether you are eligible to hire the Vehicle, in our absolute discretion (**Approval**).
- (b) You warrant that all information you provide in the Approval process is accurate, true, complete and free of errors.
- (c) As part of the Approval, each Driver must:
  - (i) be aged between 25 and 75 years of age;
  - (ii) have a minimum of 2 years of driving experience;
  - (iii) have no current traffic or driving convictions (minor convictions excepted, in our absolute discretion);
  - (iv) have no more than 6 penalty points on their driver's licence; and
  - (v) not be involved in more than 1 accident within the last 3 years,(together **Eligibility Requirements**).
- (d) When you pick up the Vehicle on the Start Date, you acknowledge that you must provide to us for our review:
  - (i) the Driver's original valid driver's licence;
  - (ii) the Driver's DVLA check code (which can be obtained [here](#)); and
  - (iii) two original documents showing the Driver's proof of address (**Proof of Address**), for example, electricity bill, water bill, gas bill, bank statement or credit card statement.(together **Identification Documents**).
- (e) You acknowledge that:
  - (i) the address on the Driver's Proof of Address documents must match the address on the Driver's drivers licence;
  - (ii) the Proof of Address documents must be less than 3 months old at the time of making your Booking;
  - (iii) if you do not satisfy our Approval process (including Eligibility Requirements and Identification Documents) your Booking may be cancelled, and we will not be required to provide you with a refund of the Booking Fee;
  - (iv) we will not provide you with the Vehicle until you satisfy the Eligibility Requirements and provide the Identification Documents, in our absolute discretion; and
  - (v) if you do not provide us with the Driver's Identification Documents when you pick up the Vehicle, we will not be liable for any costs incurred as a result of a delay in you receiving the Vehicle.

#### 5 ADDITIONAL DRIVER

- (a) You may add additional drivers to your Booking (each an **Additional Driver**). A fee of £25 will be payable for each Additional Driver added to your Booking.
- (b) Each Additional Driver must meet the Eligibility Requirements set out in clause 4(c) and provide us with their Identification Documents as set out in clause 4(d) when the Vehicle is picked up on the Start Date.

## 6 HIRE PERIOD

### 6.1 PICK UP AND RETURN

- (a) At the time of making a Booking, you will be prompted to select the dates during which you would like to hire the Vehicle (**Hire Period**). We may specify a minimum and maximum Hire Period on our Website from time to time.
- (b) Unless otherwise agreed in writing, the Vehicle must be picked up no earlier than 2.00pm on the Start Date from the address notified by us.
- (c) You must, before 10.00am on the Return Date, return the Vehicle to us at the address notified by us in the same condition as it was on the Start Date.
- (d) For the purposes of this clause, 'same condition' means the same state (excluding ordinary wear and tear) and complete with all the tools, tyres, accessories and equipment and in the same state of cleanliness as the Vehicle was on Start Date.
- (e) If you do not comply with clause 6.1(c), you must pay the Late Fee that will apply depending on how long you retain possession of the Vehicle after the Return Date.

### 6.2 EXTENDING HIRE PERIOD

If you would like to extend your Hire Period, please provide us with 48 hours' notice. We will let you know if we accept your request and inform you of the additional fees applicable. This Agreement will continue to apply for any extended Hire Period. We do not guarantee that any request to extend your Hire Period will be approved.

## 7 PAYMENT

### 7.1 FEES

All fees listed on our Website are:

- (a) in British pounds; and
- (b) subject to change prior to you completing a Booking without notice.

### 7.2 TIME FOR PAYMENT

- (a) The Booking Fee Deposit is payable at the time of submitting your Booking, or otherwise within 24 hours of submitting your Booking.
- (b) The balance of the Booking Fee is payable no later than 28 days before the Start Date.
- (c) For Bookings made less than 28 days prior to the Start Date, payment of the Booking Fee must be made in full at the time of submitting your Booking.
- (d) Unless otherwise agreed in writing, if we issue an invoice to you for any amount, payment must be made by the time(s) specified in such invoice.

### 7.3 PAYMENT METHOD

You must pay any amounts payable in accordance with this Agreement using the payment method specified at the time of making your Booking or as set out in the relevant invoice.

### 7.4 PAYMENT PROVIDER

We may use third-party payment providers (**Payment Providers**) to collect payments for Bookings. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

### 7.5 VAT

Unless otherwise indicated, amounts stated on the Website do not include VAT. In relation to any VAT payable for a taxable supply by us, you must pay the VAT subject to us providing a tax invoice.

## 7.6 CREDIT CARD STORAGE

You authorise us to store your credit card details for use at a later date if required in relation to any additional charges set out in this Agreement or loss or damage to the Vehicle caused or contributed to by you, the Driver or any Additional Driver.

## 8 SECURITY DEPOSIT AND CREDIT CARD AUTHORISATION

### 8.1 SECURITY DEPOSIT

- (a) You acknowledge and agree that:
  - (i) you must pay us the Security Deposit to us to cover any fees, loss or damage to the Vehicle; and
  - (ii) the Security Deposit must be paid prior to the Start Date.
- (b) Upon return of the Vehicle, we may claim the Security Deposit against any amount owed by you to us under this Agreement.
- (c) We will hold the Security Deposit for approximately 1 week after the return of the Vehicle, until we are reasonably satisfied that there have not been any infringements, tolls or other costs incurred by you in relation to the Vehicle (**Holding Period**). If, after the Holding Period, you do not owe any amounts to us, or if the owing amounts have been claimed from the Security Deposit and there is a remaining amount, then the relevant remaining amount will be paid back to your original payment method.
- (d) For the purposes of this clause 8.1, any reference to you includes a Driver and any person you or the Driver allow to drive the Vehicle.

### 8.2 CREDIT CARD AUTHORISATION

- (a) Using our current Payment Provider, we reserve the right to take a credit card pre-authorisation at the time you make your Booking, and you agree to complete a credit card pre-authorisation form to give effect to this if required.
- (b) You authorise us to:
  - (i) keep your credit card details you provide as part of paying the Security Deposit on file, including by means of the Payment Provider; and
  - (ii) use your credit card details to charge you for any amounts owed to us by you, to the extent that those amounts exceed the Security Deposit.
- (c) We will be entitled to deduct amounts from your credit card towards satisfaction of any amounts payable by you in accordance with this Agreement, or towards satisfaction of any amount which may be payable for any breach of this Agreement.
- (d) Us deducting any amount from your credit card will not be deemed to be a waiver of any right, or release in relation to any breach by you.

## 9 VEHICLE USE

### 9.1 USE

- (a) You must ensure that the Vehicle is only used:
  - (i) in a proper and skilful manner, by you, a Driver or any third party;
  - (ii) in accordance with the Vehicle manufacturer's requirements, recommendations and instruction manuals; and
  - (iii) in accordance with all laws, rules and regulations applicable to motor vehicles.
- (b) You must not, and must not allow any third party (including a Driver) to:
  - (i) use the Vehicle for any dangerous or illegal purpose;
  - (ii) use the Vehicle for racing, testing the Vehicle's reliability and speed or teaching someone to drive;
  - (iii) allow any person except a Driver approved by us to operate the Vehicle;

- (iv) use, or allow the Vehicle to be used, while the Driver is under the influence of alcohol or drugs;
  - (v) not carry more passengers than the belted seating capacity of the Vehicle;
  - (vi) smoke or vape inside the Vehicle;
  - (vii) use the Vehicle, or allow the Vehicle to be used, when it is damaged or unsafe;
  - (viii) drive the Vehicle on an unsealed road, except access roads made of gravel, if they are no longer than 50 metres in length and if the speed of the Vehicle on such roads does not exceed 20 miles per hour;
  - (ix) drive the Vehicle outside England, Scotland and Wales, unless another EU country(s) are agreed by us in writing;
  - (x) use the Vehicle, or allow it to be used, to carry passengers for payment of any kind;
  - (xi) make any alterations to the Vehicle;
  - (xii) affix or install any accessories, equipment or device on or to the Vehicle without our prior written consent; or
  - (xiii) use the Vehicle for the conveyance or towing of any load unless you receive our prior written consent and the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured.
- (c) You must:
- (i) keep any records in relation to the use of the Vehicle reasonably required by us, as notified to you from time to time; and
  - (ii) when the Vehicle is unattended, keep it locked and keep the keys under your or if applicable, the Driver's control at all times.

## 9.2 MAINTENANCE

- (a) You are responsible for the performance and cost of daily maintenance and care of the Vehicle, including daily checking of all fluids (fuel, oil, water, battery levels).
- (b) You are required to regularly check the Vehicle for any defects in its operations or safety.

## 9.3 CLEANLINESS

- (a) You acknowledge that the Vehicle is rented out to you in a clean condition. You must return the Vehicle in the same state of cleanliness (inside and out) it was in on the Start Date (**Clean**), including all cooking appliances, utensils and other tools. If the Vehicle is not Clean upon return, a £50 cleaning fee will apply.
- (b) A £50 cleaning fee will automatically be payable by you if we determine that there has been a pet inside the Vehicle. Any pet must be approved by us at the time of making your Booking.
- (c) The wastewater and (if applicable) toilet cassette must be emptied prior to returning the Vehicle. A separate toilet cleaning fee of £50 will apply if the toilet waste tank is not empty on return.
- (d) If we determine, at our discretion, that you or a third party have smoked inside the Vehicle (for example, smell or damage to upholstery), you will forfeit the Security Deposit in full.
- (e) Any amount payable by you to us in accordance with this clause 9.3 will be deducted from the Security Deposit.

## 9.4 PERSONAL PROPERTY

You are responsible for removing all personal items and/or food from the Vehicle prior to returning it. We are not liable to any person for any loss of, or damage to, personal property that is left in the Vehicle after its return to us or stolen from the Vehicle or otherwise lost or damaged during the Hire Period.

## 9.5 USERS

You agree:

- (a) to ensure that any user of the Vehicle will at all times be qualified and appropriately trained and licenced to use the Vehicle; and
- (b) that you are responsible for the acts and omissions of any other person you allow to use the Vehicle.

## 10 BREAKDOWNS

- (a) If the Vehicle breaks down during the Hire Period, then:
  - (i) you must immediately notify us of the breakdown;
  - (ii) you must not attempt to use the Vehicle; and
  - (iii) after we receive your notification, we may arrange for the Vehicle to be towed to the closest repairer.
- (b) If the Vehicle breakdown was not caused or contributed to by a breach of this Agreement, or otherwise caused or contributed to by you, or a Driver, then:
  - (i) if repairs cannot be completed within a reasonable time, we will endeavour to replace your Vehicle with a similar model and, if such a replacement is not possible, we will provide you with a pro-rata refund to the value of the remainder of the Hire Period; and
  - (ii) any refund under clause 10(b)(i) is not an admittance of fault by us.
- (c) Subject to clause 10(c), we will reimburse you for expenditure up to £75 reasonably incurred in rectifying any mechanical failures to the Vehicle (**Failure**). For repairs costing over £75, we must be to be informed and confirm the repair in advance.
- (d) Repairs will be approved and reimbursement for expenditure will be made (where applicable), provided you or a user of the Vehicle were not responsible for the Failure. In all cases, receipts must be submitted for any repairs, or you will not be eligible for a refund.

## 11 ACCIDENTS

If the Vehicle is involved in an accident or claim during the Hire Period, or if damage or loss is sustained to the Vehicle or the property of any third party in connection with the Vehicle, you must:

- (a) promptly report the incident to the local police (if required by law);
- (b) promptly report the incident in writing to us;
- (c) not, without our prior written consent, make or give any offer, promise of payment, settlement, waiver, release or admission of liability in relation to the incident, except as required by Law;
- (d) permit us or an insurer to bring, defend, enforce or settle any legal proceedings in your name in relation to the incident; and
- (e) provide to us, within a reasonable time, any statement, information or assistance which we or an insurer requests, including by attending a lawyer's office or a court to give evidence.

## 12 LOSS, DAMAGE AND PERSONAL INJURY

You will be fully responsible to us for:

- (a) any loss or damage to the Vehicle during the Hire Period, or otherwise when the Vehicle is in your or a Driver's possession, notwithstanding whether the loss or damage was yours or the Driver's fault, and must give reasonable notice to us in writing of any such loss or damage; and

- (b) all personal injury or damage to the property of any person or any other vehicle which is caused or contributed to by the Vehicle during the Hire Period, or otherwise when the Vehicle is in your or the Driver's possession.

## 13 GPS

- (a) You acknowledge that the Vehicle is fitted with a GPS tracker which is used by us to monitor the location and speed of the Vehicle at any given time.
- (b) You acknowledge that we may rely on the information collected via GPS tracking for the purposes of this Agreement and otherwise in accordance with our Privacy Policy.
- (c) You indemnify us in respect of any claim by the you based on the GPS data.

## 14 INSURANCE

### 14.1 GENERAL

- (a) While we hold insurance in relation to the Vehicle (**Insurance**), you acknowledge that such Insurance may not cover you or your use of the Vehicle and we will have no obligation or requirement to insure your use of the Vehicle under this Agreement.
- (b) If the Vehicle is damaged, destroyed or stolen during the Hire Period, or otherwise when the Vehicle is in your possession, you must compensate us for any costs of repair or replacement in relation to any loss, theft, damage or destruction.
- (c) If the Vehicle is damaged, destroyed or stolen during the Hire Period, or otherwise when the Vehicle is in your possession, and such damage, destruction or theft is covered by and compensated to us under Insurance, then you must pay us the excess amount of £1,000 per claim (**Excess Amount**), as well as any other reasonable costs that we incur in relation to such damage, destruction or theft.
- (d) For the avoidance of doubt, the Excess Amount is payable per claim not per Vehicle hired.
- (e) We will invoice you for any payment required to be made in under clause 14.1(c) and such an invoice will be payable immediately. You must provide a proof of payment to us as soon as the payment is made.
- (f) You must not do or permit anything to be done which may make the Insurance invalid or able to be cancelled or which may increase the Insurance premiums.
- (g) If you do anything which causes an Insurance provider to decline to accept responsibility for any loss of, or damage to, the Vehicle arising during the Hire Period, or otherwise when the Vehicle is in your possession, then you will be responsible for the costs of repair or replacement in accordance with clause 14.1(b).

### 14.2 INSURANCE EXCLUSIONS

- (a) You acknowledge and agree that the Insurance does not cover, and you and any Driver are liable for any:
  - (i) Overhead Damage;
  - (ii) personal items that are left in or stolen from the Vehicle or for any loss or damage to property belonging to you or any other user of the Vehicle; and
  - (iii) loss or damage to the Vehicle caused or contributed to by any unlawful act or omission (including any unlawful use of the Vehicle), or a breach of this Agreement.
- (b) To the maximum extent permitted by applicable law, you or any Driver are responsible for any loss or damage caused to the Vehicle as a result of your or the Driver's negligence. This includes loss or damage to the Vehicle as a result of mis-delivery of any fuel or contamination of the water tank.

## 15 FUEL

You must:

- (a) ensure that the Vehicle has a full tank of petrol when it is returned to us;
- (b) on return of the Vehicle to us, if the Vehicle does not have a full tank of fuel, pay us the costs of refuelling the Vehicle, charged at the actual cost plus a 10% charge for each litre of fuel required to fill the Vehicle's tank, unless otherwise agreed in writing or notified in writing to you; and
- (c) only fill the Vehicle with fuel of a type that meets the Vehicle's specifications.

## 16 ADDITIONAL CHARGES – FINES AND TOLLS

You acknowledge and agree that:

- (a) you will be responsible for the costs of all tolls, infringement notices and fines (e.g. tolls, parking tickets, towing fines) and any other additional charges incurred in relation to the Vehicle during the Hire Period, or otherwise when it is in your or a Driver's possession (**Third Party Charges**); and
- (b) if any Third Party Charge is incurred by us, then we will charge you:
  - (i) an amount equal to that Third Party Charge; and
  - (ii) an administration fee for the administration cost of receiving, verifying and handling the Third Party Charge.

## 17 OWNERSHIP AND POSSESSION

### 17.1 OWNERSHIP

- (a) The Vehicle is, and will at all times be and remain, our property, notwithstanding delivery of the Vehicle to you or the possession and use of the Vehicle by you or a Driver.
- (b) You will not have any right, title or interest in or to the Vehicle except as expressly set out in this Agreement.
- (c) We reserve the right to fit all Vehicles with a GPS or other similar tracking device in order to locate the Vehicle at all times.

### 17.2 POSSESSION

You must not (and must ensure any other user of the Vehicle does not), without our prior written consent, part with possession of the Vehicle during the Hire Period.

### 17.3 ENCUMBRANCES

You must not allow any security interest, encumbrance, charge or lien of any kind to arise or remain in relation to the Vehicle, including a repairer's lien, except if:

- (a) a repairer's lien arises, you must take all necessary steps to have it removed or satisfied, or, at our option, we may remove or satisfy the lien at your cost; and
- (b) a security interest, lien or charge that arises by law in respect of unpaid rates, taxes, fees or duties of any kind, in which event you must pay any money due so that the Vehicle will be free of the lien or charge.

## 18 EARLY RETURN

- (a) Notwithstanding any other clause in this Agreement, we may demand the early return of the Vehicle, or retake possession of the Vehicle, if we reasonably suspect that:
  - (i) damage to the Vehicle or injury to any person in connection with the Vehicle is reasonably likely; or
  - (ii) the Vehicle may be used for an unlawful purpose.
- (b) If you elect to return the Vehicle before the Return Date, you will not be entitled to any compensation or refund.

## 19 RISK, LIABILITY AND INDEMNITIES

### 19.1 RISK

- (a) You will bear all risk of loss or destruction of, or damage to, the Vehicle during the Hire Period, or otherwise when the Vehicle is in your possession.
- (b) You assume all risks and liability for the Vehicle and for its use, operation, maintenance, repair and storage (including but not limited to loss of profits, loss of revenue, consequential damage, inconvenience or loss of use for any period of time) and for injuries to or deaths of persons and damage to property arising in connection with such use, operation, maintenance, repair or storage.

### 19.2 LIABILITY

- (a) Nothing in this Agreement shall exclude or limit our liability for fraud or intentional unlawful conduct by us, or death or personal injury resulting from our negligence.
- (b) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this Agreement are excluded.
- (c) To the maximum extent permitted by applicable law, the maximum aggregate liability of California Campers to you in respect of loss or damage sustained by you under or in connection with this Agreement is limited to the total fees paid to us by you under this Agreement as at the date of the first event giving rise to the relevant liability.
- (d) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under this Agreement, including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the *Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.
- (e) Without prejudice to the limitation of liability provisions above, in the event that you incur any loss, damage or expense arising out of this Agreement, you agree that our maximum liability to you shall be limited to the sum of the total amounts paid you to us for the hire of the Vehicle under this Agreement.

### 19.3 INDEMNITY

You indemnify us from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:

- (a) the casual maintenance, use, storage or operation of the Vehicle during the Hire Period or otherwise when the Vehicle is in your or any Driver's possession;
- (b) injuries to or deaths of persons and damage to property in connection with the Vehicle during the Hire Period or otherwise when the Vehicle is in your or a Driver's possession;
- (c) any breach of this Agreement by you or a Driver; or
- (d) any negligent, fraudulent or criminal act or omission of you, a Driver or any other person who you allow to use the Vehicle.

## 20 CANCELLATIONS

### 20.1 CANCELLATION BY US

We reserve the right to cancel your Booking for any reason, and will notify you of this as soon as possible. Where payment of the Booking Fee has already been made, the full amount will be credited back to your original method of payment.

### 20.2 CANCELLATION BY YOU

- (a) You may cancel your Booking by written notice to us provided to [rob@california-campers.co.uk](mailto:rob@california-campers.co.uk).
- (b) If the notice under clause 20.2(a) is:

- (i) 8 weeks or more prior to the Start Date, we will provide you with a refund equal to 85% the Booking Fee;
  - (ii) between 4 and 8 weeks prior to the Start Date, we will provide you with a refund equal to 50% of the Booking Fee;
  - (iii) between 2 and 4 weeks prior to the Start Date, we will provide you with a refund equal to 25% of the Booking Fee;
  - (iv) less than 14 days prior to the Start Date, you will not be entitled to any refund.
- (c) If you cancel your Booking, and we are able to re-hire the Vehicle to another customer for the same Hire Period or part thereof, then we may, at our absolute discretion, provide you with a refund or partial refund of the Booking Fee less an administrative fee of £25. **We strongly recommend obtaining your own travel insurance.**

## 20.3 SURVIVAL

Any provision of this Agreement which, by its nature, would reasonably be expected to be performed after termination, will survive and be enforceable after such termination.

## 21 PRIVACY AND COLLECTION NOTICE

- (a) We collect personal information about you when you make a Booking, to provide you with our services, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy, located here: <https://california-campers.co.uk/wp-content/uploads/2022/03/Privacy-Policy-California-Campers-15.3.2022.pdf>
- (b) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.
- (c) By using our Website, making a Booking or otherwise or engaging us to provide services to you, you agree to be bound by the clauses outlined in our Privacy Policy.

## 22 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this Agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory injunction, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this Agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.
- (d) You may also submit a complaint to the British Vehicle Rental and Leasing Association.

## 23 GENERAL

### 23.1 GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

### 23.2 AMENDMENTS

This Agreement may only be amended in accordance with a written agreement between the parties.

### 23.3 THIRD PARTY RIGHTS

This Agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this Agreement.

### 23.4 WAIVER

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### 23.5 SEVERANCE

Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this Agreement is not limited or otherwise affected.

### 23.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

### 23.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

### 23.8 COSTS

Except as otherwise provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.

### 23.9 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.

## 24 INTERPRETATION

In this Agreement, the following rules of interpretation apply:

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "**includes**" and similar words in any form is not a word of limitation; and

- (j) **(adverse interpretation)** no provision of this Agreement will be interpreted adversely to a party because that party was responsible for the preparation of this Agreement or that provision;
- (k) **(currency)** a reference to £, or “pound”, is to pound sterling (GBP), unless otherwise agreed in writing.