

1 Interpretation

1.1 Definitions:

Additional Driver: means any driver other than you who is authorised by us to drive the Campervan in accordance with these Conditions.

Booking: means your request to hire a Campervan from us.

Booking Form: the document completed by you, setting out the particulars of the Campervan you wish to hire from us, and to which these Conditions apply.

Booking Confirmation: means the written document issued by us to you, confirming acceptance of your Booking.

Campervan: means the motor vehicle, motorhome or caravan that you have agreed to rent from us for the Hire Period, as set out in the Booking Form. This includes its keys and all parts and accessories present within the Campervan from the commencement of the Hire Period.

Conditions: these terms and conditions as amended from time to time in accordance with clause 2.8.

Contract: has the meaning prescribed to it in clause 2.1.

Deposit: means a sum equal to 20% of the Rental Fees.

Handover Report: the document completed by us and signed by you confirming the condition of the Campervan upon the date on which you take possession of it and, on the date on which it is returned to us.

Hire Period: has the meaning provided to it in clause 6.

Optional Products: those items selected by you at the time of Booking. A full list of optional products can be found on the booking page.

Optional Product Fees: means the fees for hiring/purchasing (as the case may be) the Optional Products (or any one of them) from us, as set out in the Booking Confirmation.

Rental Fees: means our fees payable by you for the hire of the Campervan including, where applicable, any Optional Product Fees and fees for Additional Drivers.

Required Documents: means for:

- (a) UK Residents: evidence of your national insurance number; a full driving licence valid for the entire Hire Period and valid passport / ID card; and two utility bills (from different companies) or bank statement not older than 3 months at the time of Campervan pick up; and
- (b) non-UK Residents: a full driving licence valid for the entire Hire Period and passport (with no visa exemptions for the period of 6 months before the end of the Hire Period) or ID card valid for a period of at least 3 months beyond the end of the Hire Period.

Security Deposit: means the sum of the Security Deposit which is held until the vehicle is returned without issue.

Telematic Data: means where a Campervan is fitted with telematic technology, data provided to us through such technology on your use of the Campervan including, but not limited to, the Campervan's speed and location.

Towing Fee: means the fees that we incur for any towing of the Campervan during the Hire Period.

United Kingdom: means England, Scotland, Wales and Northern Ireland

We/us/our: means Edson Limited t/a Little Goat Campers, company registration number 04843263.

You/your: means the person that rents the Campervan from us and is named on the Booking Form.

1.2 **Interpretation:**

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to writing or written includes email.

2 **Basis of contract**

2.1 The Contract is made between you and us and sets out our responsibilities to you and your responsibilities to us when renting a Campervan. The Contract is made up of the following documents:

- (a) the Booking Form;
- (b) the Booking Confirmation; and
- (c) these Conditions.

2.2 To make a request to hire a Campervan from us, you must complete and send the Booking Form to us. Please note a Booking for less than two days of hire or more than thirty days of hire will not be accepted. Unless we agree otherwise, the minimum period of hire is two days and the maximum period of hire is thirty days.

2.3 The Contract is only formed when we:

- (a) issue you with a Booking Confirmation;
- (b) take a Deposit (or charge your payment card for the full Rental Fees where a Booking is made less than 6 weeks in advance of the intended Hire Period).

2.4 Notwithstanding the provisions of clause 2.3 above, we will not allow you to take possession of the keys to the Campervan unless and until you provide us with the Required Documents and you have agreed the Handover Report and we are satisfied that you meet our rental criteria and these Conditions.

2.5 By taking possession of the keys to the Campervan, you:

- (a) accept the terms of the Booking Form and Booking Confirmation;

- (b) accept these Conditions; and
- (c) agree with the Campervan condition summary set out in the Handover Report.

2.6 By entering in to the Contract, you agree to:

- (a) rent the Campervan for the Hire Period;
- (b) pay the Rental Fees (as well as any fees for the extension of the Hire Period (where applicable) under clause 7 or any fees attributable to the purchase of Optional Products); and
- (c) pay relevant administration charges, fees, theft and damage charges, toll charges, parking, traffic or other fines or charges, reasonable court costs and/or any other reasonable charges, in the circumstances set out within these Conditions.

2.7 Where you request to add an Additional Driver to the Booking Form we will decide whether or not we agree to adding that Additional Driver. When making the request you will need to provide us with details of their driving licence and national insurance number for us to verify that they can be added as an Additional Driver. Where we have agreed to add an Additional Driver you agree to pay additional fees for us doing this as specified on our website. Please note that it is your responsibility to ensure that any Additional Drivers are aware of and comply with the terms of the Contract and, in particular, comply in full with the requirements set out in clause 10 of these Conditions.

2.8 We reserve the right to amend these Conditions from time to time (including any administrative fees that we are entitled to charge as set out in these Conditions) upon giving you not less than thirty days prior written notice.

3 **Booking cancellation and amendments**

3.1 Where you wish to make a change to your Booking please contact us. All changes are subject to availability and, in some cases, subject to the payment of additional fees. Where a fee is payable, we will notify you of the amount due, before implementing a change.

3.2 Except where clause 3.3 below applies, where you wish to cancel a Booking, you may do this at any time prior to the scheduled commencement of the Hire Period (**Booking Cancellation**), subject to the payment of a cancellation fee (as set out below):

Cancellation Date	Cancellation Fee
More than 42 days prior to the commencement of the Hire Period	£50 administration fee
Between 28 and 41 days prior to the commencement of the Hire Period	25% of the total Rental Fees together with a £50 administration fee
Between 15 and 27 days prior to the commencement of the Hire Period	50% of the total Rental Fees together with a £50 administration fee
14 days or less prior to the commencement of the Hire Period	100% of the total Rental Fees

3.3 In the event that you wish to make an amendment to your Booking due to restrictions imposed by the government (e.g. local lockdowns as a result of Covid 19), please get in touch with us promptly. In such circumstances we will allow you to change the Booking to an alternative date (subject to availability); or, cancel the whole Booking and offer you a full refund (where you have paid in advance).

4 **Rental fees, deposits and payment**

4.1 You must bring the payment card used to make your Booking. When you place a Booking, we use your payment card as a form of identity check to ensure we give the Campervan to the person who made the Booking. If you don't have the payment card used to make the Booking with you, we will still rent to you if we have a Campervan available and, you meet all of our other requirements including, but not limited to, presentation of another payment card in your name and the Required Documents.

4.2 We may require a Deposit/approval on your payment card. The amount of the Deposit may vary depending on the type of booking or the method of payment.

4.3 Before we let you rent a Campervan, you must have paid us the full Rental Fees at least 6 weeks prior to the commencement of the Hire Period. Further details of our payment terms can be found in the Booking Form and Booking Confirmation.

4.4 The Rental Fees are calculated based on:

- (a) your start and end dates and times;
- (b) rental location(s);
- (c) the duration of the Hire Period; and
- (d) the type of Campervan stated on your Booking Form.

4.5 Unless otherwise stated, the Rental Fees include the cost of vehicle tax, local taxes, third party liability insurance, daily rental charge, European standard vehicle insurance; European equipment and breakdown cover and, limited mileage (at a maximum of 150 miles per day).

4.6 You must pay a mileage charge (calculated in accordance with our then current rates) if you exceed any mileage limitation set out in the Booking Form and/or Booking Confirmation.

4.7 You may be liable for additional charges at the end of the Hire Period following our inspection of the Campervan where you have breached the terms of this Contract and the condition of the Campervan is required to be remedied by professional cleaning or valeting services.

4.8 We accept payment by bank transfer and also, all major Debit and Credit Cards (except for American Express).

4.9 If you are late making payment, we will charge you, without further notice, interest on the amount that is overdue. Interest is calculated at 4 percent per year above the base lending rate of the Bank of England. We will also charge you for any reasonable costs incurred by us whilst we attempt to recover payment from you (including reasonable legal costs).

4.10 You must pay a Security Deposit at least five days before the commencement of the Hire Period. This Security Deposit is taken to cover the insurance excess and any damage, breakages, refuelling and/or cleaning requirements.

- 4.11 The Security Deposit will be refunded within four days following the completion of the Hire Period, provided that we make no claims on it.
- 4.12 The Campervan will not be released to you until such time as we have received the Rental Fees and the Security Deposit in full and in cleared funds.
- 4.13 You hereby authorise us to deduct from the Security Deposit any amounts due to us under the Contract. Please note that we reserve the right to retain a minimum £100.00 soiling fee if the Campervan is not returned with the interior in a clean condition. The toilet and waste-water tank must also be emptied prior to the return of the vehicle or an additional £50.00 soiling fee will be charged.
- 4.14 If there is any damage to the Campervan, you will be liable to pay the insurance excess fee stated in the Booking Confirmation. If you damage the vehicle, we will obtain a quote for the remedial works and charge you for the damage, plus any costs we incur for arranging the remedial works (e.g. our time and fuel costs).

5 **Delivery and pick-up of the Campervan**

- 5.1 Following receipt of your Booking Form we will contact you to confirm the delivery and pick-up location.
- 5.2 You must be present at the delivery and the pick-up of the Campervan and at the time of delivery of the Campervan you must bring the payment card used to make your Booking. We use your payment card as a form of identify check to ensure that we give the Campervan to the person who made the booking.
- 5.3 You must also present us with the Required Documents
- 5.4 If you do not provide us with a copy of your driving licence and national insurance number. you must provide us with a valid DVLA licence check code which you can obtain from the DVLA website (<https://www.gov.uk/view-driving-licence>) which remains valid for 21 days and may only be used once by entering the code into the verification section of the my driving licence portal.
- 5.5 Where you wish to add an Additional Driver, they must be present at the time the Campervan is delivered, and they must provide their valid, full original driving licence and their national insurance number for us to verify and obtain a DVLA licence check code.
- 5.6 We will agree a delivery window with you for the delivery of your Campervan to the agreed location as specified in the Booking Form.
- 5.7 You must be available during the delivery window to take delivery of the Campervan and for the pick-up of the Campervan.
- 5.8 When collecting the Campervan, please allow up to one hour for the hand-over the vehicle to complete documentation and to demonstrate use of the Campervan to you.
- 5.9 When returning the Campervan, please allow up to half an hour for us to check the condition of the Campervan and complete any other necessary checks. The Campervan must be returned in the same condition on which it was provided to you.
- 5.10 When we you take possession of the Campervan from us, it will be provided with a full tank of fuel. You are then responsible for fuel consumption during the Hire Period and the fuel tank must be full at the time you return the Campervan to us.

5.11 If you return the Campervan early, we will not refund any monies to you for the early return. The Rental Fees will be charged in full for the intended Hire Period stated in the Booking Confirmation.

6 Hire Period

6.1 The Hire Period is the period from collection (the start date and time shown on the Booking Confirmation) and ends on the indicated date and time shown on the Booking Confirmation (or where we agree to an extension of the Hire Period, the time and date on which the extension expires).

6.2 The Contract terminates when:

- (a) the Campervan is returned and the Campervan's keys are handed over to one of our employees; and
- (b) the Campervan has been inspected and checked by us;
- (c) the Handover Report is completed and signed by both parties.

7 Extending the Hire Period

7.1 If you wish to extend the Hire Period, please contact us as soon as possible, and at the latest before the end date and time of your Hire Period.

7.2 On receipt of your request to extend the Hire Period we will do our best to assist you with this request, although it is possible that another customer will have booked the Campervan to use straight after the expiry of the Hire Period.

7.3 Where the Hire Period has expired and you have not returned the Campervan to us within one hour of the expiry of the Hire Period, we may repossess the Campervan. If we repossess the Campervan you must pay any reasonable expenses we incur in the process of repossession. If we have the right to repossess the Campervan you give us permission to access your premises to do so.

7.4 Please note that your obligations in relation to the Campervan continue until you return the Campervan to us, notwithstanding that the Hire Period may have come to an end.

8 Inspecting the Campervan on collection

8.1 The Campervan has been maintained in accordance with the manufacturer's recommended standards and will be roadworthy at pick-up.

8.2 Any existing damage to the Campervan will be stated on the Handover Report.

8.3 When you collect the Campervan you should inspect it. If there is any damage, you must make sure it is recorded on the Handover Report. You will be responsible and liable for any damage to the Campervan which was not recorded on the Handover Report.

9 Returning the Campervan and condition on return

9.1 We will inspect the Campervan on its return for any damage or changes in condition from that which was described in the Handover Report at the time of the Campervan pick up.

9.2 Some damage may not be apparent at the post-rental inspection, such as mechanical damage (for example in areas such as the engine, fuel tank or clutch) or

damage hidden by adverse light or weather conditions. If we find any such damage we will notify you with evidence of the same.

9.3 By taking possession of the keys to the Campervan, you agree to return the Campervan to us at the location specified in the Booking Confirmation. If the Campervan is returned to an alternative location, you will be liable for any reasonable costs incurred by us to relocate the Campervan to the location specified in the Booking Confirmation.

9.4 The Campervan should be returned to us with a full tank of fuel unless you have pre-paid us for fuel. If the Campervan is returned to us without a full tank of fuel, you will be liable to pay us for the fuel required to fill up the Campervan.

9.5 If we have agreed to collect the Campervan and keys from you, the Campervan must be parked in a suitable place to allow the collection.

10 **Campervan rental requirements and your responsibilities**

10.1 All drivers must have held their licence for at least two years prior to the commencement of the Hire Period.

10.2 In addition to your licence, either a valid and up to date DVLA licence check code or a printed DVLA endorsement records must be provided to us for all Additional Drivers. Each DVLA licence check code needs to be valid at the point of Campervan collection or the branch will need to obtain a further code in order for you to have met this requirement or printed endorsement can be obtained from the DVLA website.

10.3 Drivers must be between the age of 25 and 70 years upon the commencement of the Hire Period and, upon the expiry of it (so, if a driver turn 71 during the Hire Period, they cannot drive the Campervan).

10.4 Drivers must not have:

- (a) had their licence suspended for any period within the last three years;
- (b) exceeded 6 points on their licence. Please note that some endorsements on your licence may restrict your ability to drive the Campervan (even if they are below 6 points);
- (c) obtained a BA, DD or UT conviction on their driving licence; or
- (d) been involved in more than one fault incident within the last three years.

10.5 Any drivers with a non-UK or EU driving licence must declare this on the Booking Form at the point of submitting the Booking Form to us. These individuals may be subject to an additional insurance excess and approval will be required by our insurers, on a case by case basis.

10.6 If you or anyone in your party is in our reasonable opinion, abusive, threatening or violent towards any one of our staff members, we may refuse to rent a Campervan to you. We may also refuse to rent to you if we believe you or any Additional Driver is under the influence of drink or drugs.

10.7 If during the Hire Period you receive any endorsements on your driving licence or have your licence revoked, you must notify us immediately. We reserve the right to terminate the Contract in such circumstances and take immediate possession of the Campervan. You will continue to be responsible for the payment of all Rental Fees for the duration of the Hire Period.

11 **During the Hire Period and telematics**

11.1 During the Hire Period (and any additional period until termination under clause 6.2 above), you must:

- (a) use the Campervan according to the road traffic laws applicable to the area you are driving in;
- (b) use the correct fuel;
- (c) lock the Campervan when you're not using it, or when you're refuelling it and, you must use any security device fitted to or supplied with it;
- (d) comply with all laws and regulations for using the Campervan;
- (e) ensure the Campervan is protected against bad weather that might cause damage to it;
- (f) drive the Campervan with all due care and attention;
- (g) contact us as soon as you become aware of a fault in the Campervan, or if you believe the fault means the Campervan is no longer roadworthy;
- (h) contact us immediately when any warning light is displayed on the Campervan or, when the service reminder message is displayed, unless it is unsafe to stop or, you have been advised by us to continue driving; and
- (i) where you carry any animals in the Campervan, ensure that the Campervan is handed back in the same condition of cleanliness as when you collected the Campervan. Failure to do so may result in you incurring additional charges.

11.2 During the Hire Period (and any additional period until termination under clause 6.2 above), you must not:

- (a) take the Campervan outside the United Kingdom, without our prior written agreement;
- (b) use the wrong fuel;
- (c) drive without due care and attention or at excessive speeds;
- (d) use a mobile communication device that may distract you from driving including driving whilst texting, emailing, using a mobile phone without a hands-free device or otherwise engage in similar activities;
- (e) fit your own equipment to the outside of the Campervan which may cause damage to the Campervan, for example, signage, stickers, roof racks, luggage carriers or bike racks;
- (f) sell, rent, remove, or dispose of the Campervan or, allow anyone else to do so;
- (g) give anyone any rights over the Campervan;
- (h) work on the Campervan or let anyone else work on the Campervan without our prior written agreement;
- (i) let anyone drive the Campervan other than an Additional Driver;
- (j) carry or transport any hazardous, toxic, flammable, corrosive, radioactive, harmful, dangerous, strong smelling or illegal materials;

- (k) use the Campervan for any crime or other illegal activity or purpose;
 - (l) use the Campervan for hire or reward or, for fair paying (unless we have provided you with our prior written consent to do so);
 - (m) use the Campervan off-road, on a race track, for racing, pace making, testing whether for reliability or speed, or for teaching someone to drive, or in connection with motor rallies, competitions, demonstrations or trials;
 - (n) damage the Campervan by transporting unsecured loads or hitting high level objects;
 - (o) damage the roof of the Campervan by hitting high level objects or carrying unsecured loads;
 - (p) use the Campervan whilst any driver is under the influence of alcohol or drugs or other narcotic substances, or medications under the effects of which the operation of a Campervan is prohibited or not recommended;
 - (q) smoke or allow anyone else to smoke in the Campervan; or
 - (r) drive the Campervan in any way that could cause damage to its engine.
- 11.3 The examples provided in clause 11.2 above are not exhaustive, any unlawful or dangerous conduct whilst driving or otherwise making use of the Campervan will be viewed as you breaking the Contract and to the extent we are allowed to do so by law, you will lose the benefit of any damage waivers, excess reduction products, personal accident insurance and third party liability insurance.
- 11.4 We are not responsible for any property held in the Campervan. This is kept at your sole risk.
- 11.5 The Campervan may be fitted with telemetry systems or other similar devices that may track the Campervan location and will be used as a tool for measuring how the Campervan is being operated or accident related investigations, this is to maintain and protect the Campervan. We may contact you in the event that the device indicates that you may be breaking the terms of the Contract and may ask you to modify your driving behaviour or that of any Additional Driver, and we reserve our right to terminate the Contract in the event that you continue to not comply with its provisions. The information may be used both during and post the Hire Period.
- 11.6 We will receive from the telematic unit Telematic Data concerning your use of the Campervan). We will evaluate, analyse and use the Telematic Data both during and after the Hire Period
- 11.7 Without prejudice to the provisions of clause 11.6 we will use the Telematic Data, for the purposes of monitoring your compliance with and, if necessary, enforcing the Contract and ensuring that we know whether the Campervan appears to have been stolen. This monitoring will include the location of the Campervan
- 11.8 In the event that we determine, from our use of the Telematic Data, that your use of the Campervan means that you have incurred extras fees or costs under the Contract (for example charges in relation to mileage) we will charge you these additional fees and/or costs in accordance with the terms of the Contract
- 11.9 In the event that we reasonably believe that the Campervan may have been stolen we reserve the right to remotely activate anti-theft technology which will make the Campervan immobile and we may also be able to reproduce the route taken by extracting the last GPS positions of the Campervan from a separate database. We

will not have any liability to you in the event that we exercise this right provided that we have done so in good faith.

12 **Cross-border rentals**

12.1 The Campervan must not be driven outside of the United Kingdom, unless we have given you prior written permission to do so. Please note that we may withdraw our consent at any time, without liability, to comply with a legal requirement.

12.2 Notwithstanding the provisions of clause 12.1, it is your responsibility to ensure that you and any Additional Driver(s):

(a) have the legal right to drive the Campervan into any country or countries outside of the United Kingdom into which you intend to take the Campervan (**Non UK Countries**); and

(b) have the legal right to drive the Campervan in the Non UK Countries.

12.3 You and any Additional Driver(s) must observe the laws of all Non UK Countries in which the Campervan is being driven including, without limitation, any specific equipment requirements.

13 **Damage, loss or theft**

13.1 In the event of any loss, damage or theft to the Campervan, you must provide us with all such assistance and information as we reasonably request to investigate the matter and/or to otherwise deal with it.

Accidents

13.2 If you have an accident with or in the Campervan, you must:

(a) not admit or accept liability to any third party;

(b) obtain and notify of all the names and address of all parties involved in the accident, including wherever possible any witnesses;

(c) secure the Campervan, inform the police straight away in the event that anyone is injured, the road is blocked as a result of the accident or, if any third party property has been damaged;

(d) call us promptly and report the accident or breakdown.

Campervan Breakdown and Towing

13.3 For the duration of the Hire Period, the Campervan has the benefit of our breakdown assistance service.

13.4 If the Campervan breaks down during the Hire Period, we will as soon as possible, recover and repair the Campervan. If the Campervan cannot be repaired we may provide a replacement Campervan subject always to availability and, any other relevant circumstance. If the breakdown is caused by your negligence or that of any Additional Driver, or arises as a result of your breach of the Contract, you will be responsible for the damage or loss under this clause 13 and recovery, together with an administration fee to cover the handling of the claim and any other reasonable associated costs.

13.5 Where the Campervan breakdown is caused by your negligence or that of any Additional Driver or arises as a result of your breach of the Contract, you will be responsible for the payment of the Towing Fees that we incur to tow the Campervan.

The Towing Fees shall be calculated based on the actual towing costs incurred by us.

Theft of Campervan and Damage

- 13.6 If the Campervan or keys are stolen, you must report it to the police and obtain a police report or crime reference number, without delay and, you must immediately provide us with the police report or crime reference number and, the keys (if possible). We will have no responsibility or liability for the loss, theft or damage to any personal belongings left in the Campervan at the time it was stolen.
- 13.7 If the Campervan is damaged or stolen during the Hire Period (and any additional period until termination under clause 6.2 above), you are responsible for paying an amount up to the excess stated on your Booking Confirmation for:
- (a) any liability under this clause 13; and
 - (b) our loss of use.
- 13.8 If we believe that you are responsible for damage, we will notify you as soon as possible of the appropriate amount due as set out above and provide documentary evidence of the damage, and the expert's findings, and estimate of cost of repair.
- 13.9 If you disagree with the expert's estimate of the losses resulting from the damage, you may instruct your own suitably qualified and accredited expert (at your own cost) and we will allow you and/or your expert to access the evidence of the damage in our possession. If we cannot agree with you the amount due in respect of the damage, it may be necessary for a court to decide on the appropriate payment.
- 13.10 If you are in an accident where someone is injured, or their property is damaged, the provisions of this clause 13.10 shall apply. The Campervan comes with fully comprehensive cover. This means you are covered for any damage caused to another person's property (for example, their Campervan and/or any injury suffered by them, including passengers in the Campervan). You will not have to pay any of their costs, unless the damage or injury was caused, or contributed to, by:
- (a) your negligence;
 - (b) you breaching any part of the Contract (for example, allowing someone other than an Additional Driver to drive the Campervan);
 - (c) you breaching any of the provisions contained in clause 11.2 and such breach causes or contributes to the damage or third party claim; or
 - (d) you breaking the law.

In these circumstances, if the law requires us to provide you with third party liability cover, the minimum cover required by law will still apply but we, or our insurer, may seek to recover our full costs from you. Please note third party liability cover does not cover any injury to the driver of the Campervan or any personal items inside the Campervan.

- 13.11 If any damage or loss is caused to the Campervan or to us or the Campervan is stolen, and it was caused, or contributed to, by:
- (a) your negligence;
 - (b) you breaking the Contract (for example, allowing someone other than an Additional Driver to drive the Campervan);

- (c) you breaching any of the provisions contained in clauses 11.2, 13.1 and/or 13.2 and such breach causes or contributes to the damage or loss; or
- (d) you breaking the law

then you may lose the benefit of any waivers, excess reduction products, personal accident insurance and third party liability insurance. So, you will have to pay:

- (e) the full cost of replacement or estimated repair costs;
- (f) any loss of use;
- (g) any costs we have to pay to third parties, including without limitation the Towing Fee; and
- (h) our own reasonable costs, including a processing fee.

In these circumstances, if the law requires us to provide you with third party liability cover, the minimum cover required by law will still apply but we, or our insurer, may seek to recover our full costs from you.

- 13.12 If you cannot show on balance that the damage, loss or theft, occurred after the end of the Contract under clause 6.2 above, or if you cannot show that the damage was less than what we said it was, we will require you to pay for the damage or loss and the rental costs, even if the Campervan is not found or repaired at the time we take payment. Even though we do not have to do this, we will try, with your help, to recover costs from third parties. If we are successful, we will refund these costs to you. You will not be responsible for these costs if they come about through our negligence, or if we've broken the Contract.
- 13.13 If you can show the damage occurred after the end of the Contract under clause 6.2 above, and if you have already made payment we will refund the costs set out in clause 13.11 to you. If you can show the damage was less than what we said, we will refund the difference to you, if you have already made payment.

14 Speeding, parking and traffic fines and charges

- 14.1 You are responsible for all fines and charges issued as a result of you or any driver using the Campervan. Fines and charges could include: all parking fines or charges; toll charges; towing charges; clamping costs; traffic fines or charges; speeding fines; and any other charges or fines.
- 14.2 If a fine or charge is sent to us because you haven't paid a charge or complied with the law, we will take payment for the fine or charge itself (if we have to pay it).
- 14.3 By submitting the Booking Form, you give us permission to collect these payments. We will charge them to your payment card.
- 14.4 By submitting the Booking Form, you agree to us giving your details, as well as a copy of the Booking Form to the authority or private company that has issued the fine or charge if we consider they have a right to the information and the law allows us to do so.
- 14.5 If you want to appeal, contest or dispute a fine or charge, we will give you the details of the fine or charge and, the organisations who issued the fine or charge. You must deal directly with the issuing organisations to get a refund and/or compensation.
- 14.6 If the Campervan is seized by the police or customs and excise or any other authority during the Hire Period (and any additional period until termination under clause 6.2

above), unless the seizure was caused by our negligence or us breaking the Contract or the law, you will have to pay:

- (a) any costs we incur as a result of the seizure;
- (b) plus any loss of rental income while the Campervan is not available to rent to someone else; and
- (c) a processing fee.

15 **Optional Products**

- 15.1 From time to time we may offer for purchase or hire a number of Optional Products (such as bedding and food packages).
- 15.2 Our available Optional Products (and the price for them) are as stated on our website and are subject to amendment from time to time.
- 15.3 If you wish to purchase or hire an Optional Product please state this in the Booking Form, before submitting it to us.
- 15.4 You must pay the Optional Products Fees to us in full before we provide you with any Optional Products.
- 15.5 Where you Hire Optional Products, they must be returned in the same condition in which we provided them to you. If you fail to comply with this clause 15.5, we may (at our discretion) deduct from your Deposit reasonable fees for the replacement of those Optional Products (where they cannot be repaired) or, reasonable fees for repairing and/or cleaning the damaged Optional Products.

16 **Ending the contract early and limitation of liability**

- 16.1 We may end the Contract straight away by telephoning you on the contact number you provided us with or emailing you at the address you provide if:
 - (a) a receiving order has been made against you; or
 - (b) you are declared bankrupt; or
 - (c) you break the Contract in a way that causes us significant loss or harm, or in a way the cannot be rectified.
- 16.2 If you break the Contract or if we end the Contract early in accordance with these Conditions:
 - (a) you must pay any amounts owed to us under the Contract; and for the losses we suffer as a result, provided that they are foreseeable losses (for example, loss of rental income, the cost of repairing or replacing damaged items);
 - (b) you may lose the benefit of any damage waivers, excess reduction products and third party liability insurance;
 - (c) you will not have to pay losses that are not directly related to you breaking the Contract or losses that were not foreseeable; and
 - (d) you must return the Campervan within 1 day of the Contract ending.
- 16.3 If we materially break the terms of the Contract, you may end the Contract by providing us with written notice. You must return the Campervan as soon as you can and you must still pay all amounts owed to us under the Contract (including the

Rental Fees) for the duration of the Hire Period, until the date of return and our inspection of the Campervan. You must do what you can to reduce (or mitigate) any losses you suffer.

16.4 Nothing in the Contract reduces your statutory rights. If we materially break the Contract by not doing what we agreed to, we must pay for foreseeable losses you suffer as a result. We will not be responsible for your foreseeable losses where you have been able to recover them from someone else. We will not pay for losses not directly related to our failure to provide you with a Campervan or losses that were not foreseeable by you and us (such as loss of profits or loss of opportunity).

16.5 Nothing in the Contract shall exclude or limit our responsibility for fraud; death or personal injury caused by our negligence; or any other responsibility to the extent that the law says it cannot be excluded or limited.

17 **Personal information and security checks**

17.1 We shall collect and use your personal information and that of any other Additional Driver in order to perform our obligations under the Contract and for our business purposes in accordance with the terms of our privacy policy which is available on our website www.littlegoatcampers.com.

17.2 We operate identity, security, driving licence and credit checks. By signing the Booking Form or driving the Campervan, you agree to such checks being carried out against you. If you fail to meet any of our checks, we may refuse to allow a driver to drive the Campervan or allow you to rent the Campervan. If we find that any amount is owed to us, we may refuse to allow a driver to drive the Campervan or allow you to rent the Campervan. In the event that we find any information you have provided to us is false or inaccurate, then you will have broken the Contract and will have to pay for any costs or damages that we incur as a result.

18 **General**

18.1 **Assignment and other dealings**

(a) We may at any time sub-contract, assign, or transfer our rights and obligations to a third party or obtain a mortgage or charge in respect of the Contract.

(b) You may not assign or transfer your rights or obligations under this Contract to a third party or, subcontract any or all of your rights or obligations under the Contract without our prior written consent.

18.2 **Entire agreement.** The Contract contains all the relevant terms that are to apply to the Booking and is the entire agreement between us and supersedes and extinguishes all previous agreements between us.

18.3 **Variation.** Except as set out in these Conditions, no variation of the Contract, shall be effective unless it is agreed by you and us in writing and signed by us.

18.4 **Waiver.** Where either of us may elect to waive any right or remedy is this election to not assert any right or remedy is only effective if given in writing and shall not be deemed to apply to any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

(a) waive that or any other right or remedy; or

(b) prevent or restrict the further exercise of that or any other right or remedy.

- 18.5 **Severance.** If any provision or part-provision of the Contract is or becomes deemed invalid, illegal or unenforceable, the provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.
- 18.6 **Notices.**
- (a) Any notice or other communication given by us or you under or in connection with the Contract shall be in writing. Such notice to be sent to our registered office (details on our website) and to the home address you have supplied with when booking the Campervan and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or email.
 - (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.6(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
 - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 18.7 **Third party rights.** No one other than a party to this agreement and their permitted assignees shall have any right to enforce any of its terms.
- 18.8 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England.
- 18.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).