

## 1. Definitions

- a) Owner: the person who is the rightful Owner of the Rental.
- b) Driver: the person who has been specified by the owner.
- c) Traveller: the person who hires the Camping Vehicle from the Owner.
- d) Camping Vehicle: a motorhome, a van, a motor caravan a mobile home or any other vehicle that is suitable for overnight accommodation.
- e) Rental: The Owner's Camping Vehicle that is hired by the Traveller.
- f) Rental Agreement: the agreement that is established through Vanagon and Traveller.
- g) Rental: The Owner's Camping Vehicle that is hired by the Traveller.
- h) Rental Period: the length of the Rental Period of the Rental.
- i) Rent: the price for the use of the Rental during the Rental Period as set by the Owner.
- j) Inventory List: an overview of the Rental's inventory at the start of the Rental Period.
- k) Verifications: identity verification and/or vehicle verification conducted by Vanagon and/or the Insurer.
- l) Excess Risk: the amount per incident that the Traveller is liable for in case of Breakdown or Damage. The amount is stated on the Booking confirmation.
- m) Insurer: the insurance company through which the Owner's Camping Vehicle is insured for rental.
- n) Listing: the publication of details about the Owner's Camping Vehicle on the Website.
- o) Deposit: an amount per Rental paid by the Traveller against which may be offset any additional expenses incurred during the Rental Period.
- p) Damage: damage (other than a Breakdown) to the Rental howsoever arising during the Rental Period. Damage does not include: wear and tear of parts that normally last less long than the vehicle itself, unless caused by negligent behaviour on the part of the lessee.
- q) Booking Confirmation: the Booking Confirmation is made available via email to the Traveller and Owner after the payment has been made, or a revised Booking Confirmation which both the Traveller and the Owner have agreed upon in writing has been made available.
- r) Repair Costs: costs that are incurred in the event of Breakdown, in order to return the Rental to the same condition as prior to the Breakdown. Proof of such Repair Costs are purchase receipts for replacement parts and materials as well as repair invoices that meet the local legal requirements for tax receipts. Labour costs can be included as repair costs provided they have also been specified in an invoice meeting local legal specifications and said invoice is issued by a company registered with the Chambers of Commerce.
- s) Repair Costs: costs that are incurred in the event of Breakdown, That the Traveller is deemed at fault for in order to return the Rental to the same condition as prior to the Breakdown. Proof of such Repair Costs are purchase receipts for replacement parts and materials as well as repair invoices. invoice meeting

## **2. General**

**2.1.** These rental conditions apply to the Rental Agreement.

**2.2.** Deviations from these rental conditions are only valid if agreed upon in writing to Vanagon, if one or more of the terms in these rental conditions are void or become void, the other terms of these rental conditions remain valid. The void or voided terms will be replaced, whereby the purpose and intent of the original term(s) will be considered as much as possible.

**2.4.** Vanagon reserves the right to change the rental conditions and to declare the amended rental conditions applicable to the existing agreements. Changes will be announced in writing or by e-mail and will take effect immediately. If you do not agree to the amended terms and conditions you will be able to cancel the booking without any penalties or fees.

## **3. Advertising of the Camping Vehicle**

**3.1** Vanagon must ensure that, from the moment the Camping Vehicle is listed on the Website, the Camping Vehicle complies with local applicable laws and regulations for driving on public highways.

**3.2.** The Owner is solely responsible for any content that it makes available on or through the Website and the Owner represents and warrants that the content will not infringe, misappropriate or violate a third party's intellectual property rights or any applicable laws. The vehicle is equipped with a vehicle tracking system, the Owner is obliged to make this known to the Traveller in the booking confirmation.

**3.3.** The Owner is solely responsible for setting the Rent. Once a Traveller requests a booking of an Owner's Camping Vehicle and has been provided with the Total Travel Price the Owner may not request that the Traveller pays a higher Rent than in the booking request unless the Traveller's requirements change. The Total Travel Price must include the Additional Expenses listed at 5.2 of these terms which may be subject to change from time to time.

**3.4.** The Owner must keep the availability and rates of the Rental up-to-date at all times via the website.

## **4. Booking and the realisation of the Rental Agreement**

**4.1.** A Traveller can only submit a booking request via our MS Booking Form. This is found via our website and social media pages. If the Owner accepts the reservation request, the Traveller will be notified by Vanagon via email.

**4.2.** The Rental Agreement comes into effect after a deposit has been made as described in 5.3.

## **5. Payment**

**5.1.** Payments that the Traveller owes to the Owner, in accordance with the Rental Agreement, must be made and processed via Vanagon only.

**5.2.** The Total Travel Price includes the following Additional Expenses:

**a.** The actual rental cost of the Rental.

**b.** Deposit - (As set by our insurers)

Drivers aged 21-22 = £1000.00 Drivers aged 23-24 = £750.00

Drivers aged 25-75 = £500.00 Drivers aged 76-79 = £1000.00

**c.** Any additional extras: Bedding at £10 per set per trip, Portable toilet at £20 per trip, Driveway Awning at £50 per trip

**5.3.** After the Traveller's rental request has been approved by the Owner, the Traveller can complete the booking confirmation by making a payment of 50% of the duration cost. The final balance must be paid no later than 14 days prior to pick-up and the damage deposit paid no later than 7 days before pick-up. If the rental request is submitted 4 weeks or less before the start of the Rental Period, then the Traveller must pay 100% of the Total Travel Price to complete the reservation request.

**5.4.** Payments must be made via bank transfer, unless otherwise instructed by Vanagon. Payments must be made for the correct amount and in the correct currency (GBP).

**5.5.** If any extra charges or expenses are incurred during the Rental Period, those charges and expenses will be charged to the Traveller after the Rental Period has ended. Such charges and expenses that could be charged to the Traveller include:

- a.** Loss of or damage to the Camping Vehicle as a result of failing to comply with this Rental Agreement or howsoever arising;
- b.** Extra Rent because of late return of the Rental, refer to 11.1;
- c.** Repair costs or replacement costs in the event of damage, up to the maximum excess of the Insurance Policy per incident;
- d.** Tolls and fines incurred by the Traveller with the Rental during the Rental Period.
- e.** Fuel costs if the Rental has not been returned with the same amount of fuel in the tank; refill fuel will be charged at £2.00 per litre. this will be deducted from the deposit refund.
- f.** Cleaning costs of up to a maximum of £250, except when it is evident that professional cleaning services are needed. If this is the case, Owner is entitled to charge such additional cleaning costs as are reasonable in the circumstances.
- g.** Other additional costs (if notified in advance in accordance with 11.10). Vanagon will provide reasonable proof of these costs as required.

**5.6.** The Owner can use the deposit to capture the costs outlined in 5.5 from the Traveller. If the deposit is not sufficient, the extra costs will be invoiced to the Traveller separately. Travelers will be required to pay such costs within 7 days.

## **6. Deposit**

**6.1.** The deposit per Rental Period and Rental is stated in the booking confirmation. The Traveller must pay or authorise the deposit at least 24 hours before departure. Rental cannot be issued if the deposit has not been paid. Vanagon solely manages the deposit during and after the Rental Period until any additional costs and damages have fully been settled between the Owner and the Traveller.

**6.2.** Vanagon will send a final invoice and refund the deposit to the Traveller, minus any additional costs owed by the Traveller, assuming that

- a. no surcharges have been filed or all surcharges have been accepted by both parties and**
- b. no Damage has occurred during the Rental Period.**

If no damage or concerns and all parties are happy, the deposit will be returned ASAP.

If Damage has occurred during the Rental Period, then Vanagon will send a final invoice within 5 working days of the costs arising from that Damage being determined among Owner, Traveller and Insurance companies (if applicable). Vanagon will then refund the balance of the deposit to the Traveller, minus any additional costs owed by the Traveller.

**6.3.** In the event that the amount owed by the Traveller as a result of Damage, Breakdown or however, arising exceeds the amount of the deposit the invoice issued according to 6.2 above will be payable by the Traveller within 14 days of issue.

## **7. Making the Rental available**

**7.1.** The Owner must make the Rental available to the Traveller at the location, time and date as stated in the Booking confirmation. The Rental must be clean from the inside and the outside, and must include the inventory, accessories and properly functioning amenities as indicated in the advertisement on the Website at the time of the payment by the Traveller.

**7.2.** If the Owner cannot make the Rental available or cannot offer a different Rental which satisfies the Traveller, then the Traveller is entitled to cancel the Reservation according to 13.1.

**7.3.** If not all accessories and amenities shown in the advertisement are present in the Rental or if these are not all functioning properly, the Traveller can ask for up to a 10% refund up to a maximum of £50 or the Traveller can cancel the Rental Agreement in accordance with 13.1. The owner must be notified immediately of any non-functioning accessories and/or amenities.

**7.4.** When handing over the Rental the Owner must hand over the following documents to the Traveller:

- a) A valid insurance certificate of the Rental.
- b) The Rental's user manual and
- c) The Rental's inventory.

**7.5.** Prior to or upon collection of the Rental the Owner must obtain from the Traveller:

- a) A utility bill (not older than 60 days prior to rental period) evidencing the Traveller's name and address.
- b) Copy of Driver's Driving Licence, Both sides
- c) DVLA check code, within 21 days of travelling
- d) Copy of any breakdown/recovery insurance and contact information (if applicable)

**7.6.** The Owner must give the Traveller instructions for both driving the Rental as well as the proper use of the accessories and amenities.

**7.7.** The Owner must state any pre-existing defects and damages to the Traveller.

**7.8.** If any condition mentioned in the Listing contradicts these Rental Terms and Conditions, these Rental Terms and Conditions overrule any condition mentioned in the Listing.

**7.9.** The advertisement and all features, conditions, house rules and rates that apply at the time of payment, apply until the Rental Period has ended and any damage and additional costs have been settled. Changes to these features, conditions, house rules and rates are only permitted in written agreement with the Traveller.

**7.10.** The Traveller is responsible for filling in the transfer form when picking up the Rental, as described in 8.

**7.11.** If the Insurance Policy of the Owner requires them to comply with any additional requirements or obtain any additional documents for their records, it's the owner's responsibility to get these from the Traveller. For example: a traceable money transaction.

**7.12.** During the term of this Agreement the Owner must, at the Owner's expense, take out and maintain an insurance policy.

- a) A comprehensive policy that provides cover for areas including indemnity for up to the full market value of the Camping Vehicle in the event of fire or theft.
- b) Indemnity for third party loss.
- c) Cover for use of the Camping Vehicle as a Rental and by a Driver; and
- d) If the Owner operates a registered business. The Owner must supply their own public liability, and business liability insurance.

**7.13.** If any condition mentioned in the Listing contradicts these Rental Terms and Conditions, these Rental Terms and Conditions overrule any condition mentioned in the Listing.

## **8. Transfer Form**

**8.1.** The (digital) transfer form will be considered leading in determining the state of the Camping Vehicle upon start and end of the Rental Period. Confirmation of the digital transfer form will be done by confirming via the form itself and will be considered legally binding. The hard copy transfer form will be physically signed by both parties.

**8.2.** The (digital) transfer form includes:

- a) the mileage and fuel level as at the start and end of the Rental Period;
- b) a note of any exterior damage.
- c) whether the Rental is clean.
- d) whether the Inventory List is complete and correct.
- e) whether the required documents are present in accordance with 7.4.
- f) whether all accessories and amenities, as indicated in the Listing, are present and functioning properly.

**8.3.** Upon picking up the Rental, the Traveller and Owner must report via the transfer form any damages and defects present on the interior or exterior of the Rental. After confirming, no damages or defects can be considered pre-existing, with the exception of damages or defects which are not inspectable prior to starting the rental period, such as hidden defects. Such defects should be reported to Vanagon within 24 hours.

**8.4.** Upon dropping off the Rental, the Traveller and Owner must report via the transfer form any new damages and defects present on the interior or exterior of the Rental. After confirming, no damages or defects can be considered as relating to the Rental Period, with the exception of damages or defects which are not inspectable upon drop off but can clearly be attributed to the Rental Period, such as using the wrong fuel type. Such defects should be reported to the Traveller within 48 hours.

**8.5.** In case of usage of the hard copy transfer form, it is the responsibility of both the Owner and the Traveller to hold a photocopy of the signed transfer form. Only photocopies of mutually signed transfer forms are taken into consideration in case of any disputes regarding additional charges. If parties disagree on the content, both parties have to sign with the addition of a remark with their name in front of it, stating their position. If one of the parties chooses not to sign, the version of the party that did sign shall be considered leading.

**8.8.** If the Owner wishes to report damage to the exterior of the vehicle after the Rental Period has ended, the last-signed transfer form will be considered the basis for determining if this damage demonstrably occurred during the Rental Period.

## **9. Rules of conduct for the use of the Rental**

**9.1.** The Traveller guarantees that he/she or the Driver meets the necessary physical and mental requirements of being able to safely drive the Rental.

**9.2.** The Traveller is responsible for all the goods and persons transported in the Rental. It is explicitly prohibited to transport illegal goods (including drugs) in the Rental or to use the Rental for any illegal purpose whatsoever.

**9.3.** If the Traveller is not the Driver, then the Traveller must inform the Driver of these rental conditions and ensure that the Driver follows the rental conditions.

**9.4.** In the event the Rental Agreement is not fulfilled by the Traveller, or if the Rental has been misused, the Traveller is liable for all directly and indirectly resulting damages. The Traveller will in addition be charged a fine of £250, which will go to the Owner. Misuses include:

- a) The Traveller going to countries, parts of countries or states other than the ones permitted in the insurance documents and / or stated in the Owner's house rules.
- b) The Traveller violating the house rules as stated in the booking confirmation and on [vanagoncamper.com](http://vanagoncamper.com) Website in the section "House Rules".
- c) The Traveller renting out the Rental to third parties (subletting).
- d) The Traveller ignoring the Rental's warning lights.
- e) The Traveller changing travel companions without informing the Vanagon in writing.
- f) The Traveller obscuring the Rental.**
- g) The Traveller selling the Rental.**
- h) The Traveller recklessly using the Rental.
- i) The Traveller allowing others to use the Rental, or letting other Drivers drive the vehicle, other than the Vanagon approved Drivers.
- j) The Traveller using the Rental for illegal purposes.**
- k) The Traveller using the Rental for commercial or media purposes without written permission from Vanagon.
- l) Any other behaviour from which it can be established that the Traveller does not act as 'good guests' with regards to the Rental
- m) The law states smoking is not permitted in shared vehicles or enclosed premises (this includes awning) failure to comply will result in total loss of deposit.

**9.5.** If the Traveller puts improper substances in the fuel tank, gas tank, clean water tank and / or waste water tank - including incorrect fuel in the fuel tank or fuel in the clean water tank - then all the repair costs will be at the Traveller's expense.

**9.6.** The Driver must have at least reached the age stated in the Booking Overview and be in possession of a valid driving licence which is required to drive the Rental or required to drive the combination of the Rental and towing vehicle. A driver is only allowed to drive the Rental if a Verification has been carried out through the Website before the start of the Rental Period, and the outcome of the Verification is positive. If the Verification has a negative outcome and causes the cancellation of the Rental Period, the Traveller is considered to be at fault and the cancellation policy applies. If the Driver travels through a country where his/her driver's licence requires an international driving licence, then this Driver must have a valid international driving licence.

**9.7.** The Rental may only be used for the maximum number of people listed on the Website and / or mentioned by the Renter when booking the Rental.

**9.8.** Each Driver and the Traveller has to hold a driving licence which is valid upon at least 6 month after the drop off date and which allows for driving the Rental, possibly in combination with towing in all countries and states travelled with the Rental.

**9.9.** The Traveller is liable for any traffic violations and / or any costs related to the use of toll roads during the Rental Period. This liability continues even after (a part of) the deposit has been refunded and expires one year after the end of the Rental Period. Additional charges for traffic violations and / or costs for the use of toll roads by the Traveller must be proven by the Owner, by providing evidence that these costs have indeed been incurred by the Traveller during the Rental Period. The Owner must advance these costs at any time to prevent any extra charges. Only the costs that would apply if payment was done within 7 working days of the date on the notification will be charged to the Traveller.

**9.10.** The Traveller must use and drive the Rental in accordance with the vehicle instructions and (when provided) the Rental's user manual. The Driver and the Traveller must, when using the Rental, follow all the instructions provided by the Owner, including instructions that have been uploaded on the Website (if any). The driver must drive the Rental carefully and safely.

**9.11.** The Rental must be used in accordance with applicable laws and regulations at all times.

**9.12.** The Rental is only to be used by the Traveller for camping purposes. It is only permitted to use the Rental in areas where local law, the house rules and the Insurance Policy allow it. If damage or costs arise because the Traveller did not abide by these restrictions and if these costs are not covered by the Insurance company, these costs will be charged to the Traveller.

**9.13.** If the Rental has a technical fault and / or failure, the Traveller is obliged to immediately inform the Owner by phone, email, or text message.

**9.14** Only the countries, states or regions described on the transfer form and / or stated in the advertisement are allowed to be visited with the Rental.

## **10. Extending or shortening the Rental Period**

**10.1.** The originally agreed upon Rental Period can be extended when both the Owner as well as the Traveller agree on the amendment via written communication. The extension is authorised if the Owner agrees to the extension and the Traveller has paid for the extension in full.

**10.2.** In accordance with the Rental Agreement, the Owner has the freedom to refuse an extension request. If the Traveller does not return the Rental on the mutually agreed upon end date of the Rental Period, the Traveller will be liable for the costs as described in 11.1

**10.3.** The Owner is not allowed to demand early return of the Camping Vehicle by the Traveller, unless:

- (i)** the Traveller explicitly agrees to this and the Camping Vehicle is returned at an agreed upon time and place, at which time a full refund will be given for unused days (Rent and Service Costs) to the Traveller. These costs will be charged to the Owner.
- (ii)** the Owner can prove that the Traveller is guilty of misuse as defined in Article 9.4, in which case the Traveller is obliged to follow the Owner's instructions and drive back via the shortest reasonable route to the Owner and return the Camping Vehicle. No refund will be given for unused days in this case.

**10.4.** If the Traveller wishes to return the vehicle early, this is to be done at a time and place agreed upon with the Owner. No refund will be issued for unused days and will be issued unless agreed upon with the Owner. No refund of service costs will be issued.

## **11. Returning the Rental**

**11.1.** The Rental may only be returned by the Traveller and Drivers, whereby the Rental Conditions always remain applicable to the Traveller. The Traveller must return the Rental to the agreed place and time on the agreed end date of the Rental Period, as described in the Booking confirmation. In the event of non-delivery or late return of the Rental to the agreed location, a fee of 250% of the rent can be charged to the Traveller for each period of 24hrs that the Rental is returned late or on a pro rata basis where the late return is within 24hrs.

**11.2.** If the Traveller cannot return the Rental to the Owner at the agreed place and time, the Traveller must record the final state of the Rental through the transfer form before the due date for handing over the Rental. If the Rental is not returned for reasons other than a Breakdown, any repatriation costs will be charged to the Traveller.

**11.3.** The Traveller must clean the Rental's interior (including toilet and tanks) and return the Rental in the same condition as it was on pick-up.

**11.4.** The Owner is responsible for accurately recording the condition of the Rental during the handover through the transfer form as described in 8. Only if this has been done according to 8 can the Owner claim any costs as mentioned in 5.5.

**11.5.** If the Owner is not present at the agreed place for the hand-over of the Rental, the Traveller is expected to record the condition of the Rental using the transfer form as described in

**11.6.** If the Owner asks a third party to hand-over the Rental, the Owner must inform the Traveller in writing. This information must include the name of this person. What the third-party states in the transfer form is seen as if it is specified by the Owner. These rental conditions remain applicable to the Owner.

**11.7.** If the Traveller deliberately fails to mention damage(s) caused to the Rental, the costs for the expertise, claims handling and additional administrative actions (such as reporting to the police for fraud) will be at the Traveller's expense.

**11.8.** Additional costs for the Rental - including but not limited to cleaning costs, inventory rental, linen and/or gas - must be made known in advance in the Listing.

**11.9.** If the Traveller does not return the Rental, Vanagon will report to the police and all evidence will be transferred to the police. All direct and indirect costs, including lost rental income, will be charged at the Traveller's expense.

## **12. Damage and insurance**

**12.1.** The Owner must adequately ensure the Rental and lawfully get required certifications during the Rental Period. The transfer form indicates how the Rental is insured including the availability of roadside assistance. If this is not filled in correctly, all possible resulting costs will be at the Owner's expense. If the insurance adds specific requirements to the Traveller or Driver(s), these should be mentioned in the Listing to charge cancellation costs to Traveller if they do not meet these requirements.

**12.2.** Damages and/or defects can always occur to the Rental during the Rental Period. If the Rental breaks down and/or is involved in an accident, the Traveller must immediately contact Vanagon (after following the necessary safety procedures and precautions). The Traveller must follow instructions by local authorities, and Vanagon. Immediately after an accident, before the vehicles involved in the collision have been moved, or if it is a one-sided accident, before the Rental has been moved, the Traveller must take photos of the damage and of the location of the accident. Additionally, the Traveller must immediately complete the claim form and send a photograph of the completed and signed claim form to the Owner.

**12.3.** It is forbidden for the Traveller to repair a damage or defect without the written consent of Vanagon. In the event the Traveller will not contact the insurer directly without written confirmation from Vanagon.

**12.4.** If the Rental is involved in a collision, the Traveller must handle according to the local laws and regulations and an appropriate European Accident Statement form must be signed by all parties involved, including in any case the Driver and the Traveller.

**12.5.** If the Traveller does not comply with Clauses 12.2-12.4, all costs resulting from this will be at the Traveller's expense.

**12.6.** Damage that is not eligible for reimbursement according to the Insurer's insurance conditions, remains at the Traveller's expense. An exception to this is motor damage, which is at the Owner's expense unless there is sufficient proof of negligence and/or recklessness on the driver's part. For replacement of non-mechanical parts which raise the value of the Rental, insurances can require the Owner to pay for part of the replacement costs excluding labour; this may not be charged to Traveller.

**12.8.** If the Traveller does not agree the damage occurred during the rental period or does not agree with the repair costs indicated by the Owner, the Traveller can have this verified by an independent and qualified claim expert, who can determine the amount of the damage by means of photos of the damage provided by the Owner, or by means of a physical inspection. The amount for repair of the damage determined by the claim expert is binding between the Traveller and the Owner. If a Traveller wishes to invoke this right, they must indicate so within 48 hours of receiving the quote from the Owner and employ said claim expert at the earliest possible convenience. The claim expert needs to be independent, an expert in damage appraisal for campers/caravans and cannot be (employed by) a damage repair company. The costs for the claim expert will be at the Traveller's expense. If the independent claim expert requires access to the vehicle or additional pictures of the damage where the damage is clearly visible, the Owner must make the additional pictures available to the claim expert within 7 days.

**12.9.** The Traveller can under no circumstances claim costs for handling or indirect costs related to damages including, but not limited to; emotional damage, time spent, income lost, missed flights or reservations for hotels or campsites, fuel for driving to and from damage repair companies. Exceptions to this are the costs detailed in article 11.9.



**12.10.** To validate an insurance policy Vanagon requires copies of the below documentation;

- 1x Utility bills (no more than 60 days old, which must include the same address as displayed on driving licence)
- 1x Bank statement (no more than 60 days old, which must include the same address as displayed on driving licence)
- DVLA licence check code within 21 days of rental period

**12.11.** Our insurers exclude drivers under 21 or over 79 and/or with less than 2 years full UK or EU licence experience unless agreed by the insurer.

**12.12.** The insured drivers should have no more than one fault or outstanding incident/claim in the last 3 years.

### **13. Cancellation of the Rental Agreement**

**13.1.** The Traveller may refuse the Rental if he/she believes (within reason) that it is not suitable and /or the amenities and/or accessories do not match the advertisement as shown on the Website. The Traveller may cancel the Rental Agreement if this occurs. The Traveller does not have to pay any costs in this case. In this case, the already paid Rent and deposit will be paid back in full to the Traveller. If the Traveller decides not to cancel but to use the Rental nonetheless, then this is entirely at the risk of the Traveller.

**13.2.** The cancellation conditions apply to the Rental Agreement and are specified in the advertisement and agreed to when the Traveller pays for the booking request.

**13.3.** The Owner is allowed to cancel the Rental Agreement and issue a full refund for rent and deposit payments made. indirect losses pertaining to the cancellation, such as -but not limited to- loss of travel enjoyment, subsequent reservations or flights.

**13.4.** The Owner is entitled to cancel the Rental Agreement if the Traveller is not present within two hours of on the agreed upon pickup date, place and time as stated in the booking confirmation without prior notification. The cancellation conditions for the Traveller apply as stated in the booking confirmation.

**13.5.** The Traveller acknowledges that no rights exist to claim compensation for indirect losses pertaining to the cancellation, such as -but not limited to- loss of travel enjoyment, subsequent reservations, or flights.

**13.6.** If the Traveller wishes to cancel the reservation 31 days or more from collection date, Vanagon will issue a full refund minus any admin fees applicable (section 14). From there on;

Over 31 days of travel	100%
Within 30 days of travel	75%
Within 14 days of travel	50%
Within 7 days of travel	25%
Within 2 days of travel	0%

### **14. Administration costs**

- Administration charges of 5% of any monies paid will be deducted from any refund for a for cancellation. You will be notified about these charges in advance of any refund.

### **15. Ownership and liability**

**15.1.** The Rental will always remain the property of Vanagon. The Traveller is not permitted to tax or sell the Rental.

**15.2.** The Owner is not liable for the Travellers, Driver's, or travel companion's damage, according to the Rental Agreement, unless there is negligence or recklessness on the Owner's part.

**15.3.** If the Owner is liable, then the liability of the Owner is limited to the rent paid by the Traveller to rent the Rental.

## **16. Applicable law and competent court**

**16.1.** English Law govern these terms and conditions and the Rental Agreement

**16.2.** All disputes arising as a result of the Rental Agreement, or these rental conditions will be dealt with by a competent court.

## **17. Data protection**

**17.1** Under the Data Protection Act 1998 Vanagon will not share any confidential information with any third-party organisation. This does not include passing on information to law enforcement offices and/or insurance companies or local government authorities in the event of accident/toll charge or any driving offence.

**17.2** By Submitting your contact information in the form of email/telephone number the traveller accepts their information can be used solely by Vanagon for supporting the development of our business, including customer surveys, market research, business reviews and advertising purposes.

## **18. Dash Cam and Tracking Device**

**18.1** Dash cameras and tracking devices are fitted for the safety of the public, security and are legal requirements by our insurers. They do not record audio.

**18.2** Dash camera and tracking device data is securely stored and only accessed by authorised personnel.

**18.3** This does not infringe your personal rights.

Vanagon Ltd, 17 Gower Road, Dringhouses, York, YO242JA. UK company number 14623708.