



ON THE ROAD

# High5 Camping Rental Agreement Terms & Conditions

Last updated May 16, 2024

Companies House Number: 13570442

## DEFINITIONS:

**Terms & Conditions:** The rules and guidelines outlined by High5 Camping for proper use of the services provided through High5 Camping.

**Platform:** The platform which is reachable at [www.high5camping.co.uk](http://www.high5camping.co.uk) (or any other domain used by HIGH5 CAMPING) and underlying pages, or the mobile application of HIGH5 CAMPING, which allows you to use the service.

**Host:** The Host is the named owner of the vehicle and is responsible for all associated 'Host' activities and liabilities as outlined below.

**Renter:** The Renter is the individual whose details were used to confirm the booking of the Host's vehicle and is responsible for all activities and liabilities as outlined below.

**Driver:** The Renter or any person permitted to drive the vehicle during the rental under the full responsibility of the Renter.

**Listing:** The publication of details about the Host's rental vehicle, features, house rules, rates etc.. on the Platform.

**Vehicle:** The term vehicle relates to any vehicle, campervan or motorhome that is advertised by the Host, throughout High5 Camping's website for hire.

**Rental Agreement:** The agreement that is established through the Platform between Host and Renter, wherein HIGH5 CAMPING acts as a commercial agent for the Host.

**Account:** Host/Renter profile created and managed by the individual when registering with HIGH5 CAMPING.

**Booking Request:** The offer sent by the Renter to the Host to book the vehicle via the platform.

**Confirmed Booking:** A binding agreement between Host & Renter for payment in exchange for the hire and use of the motorhome/campervan. A booking becomes confirmed when the Renter completes the first payment of a rental fee via the platform after a request has been accepted by the Host.

**Vehicle Rental Contract:** The document to be filled in by both the Host and Renter prior to the vehicle being handed over for use. This document will be completed upon the renter returning the vehicle back to the Host.

**Rental Period:** The period, between acquiring the keys by the Renter and the return of the keys to the Host at the end of the agreed rental duration as stated in the vehicle handover form.

**Rental Fee:** The price agreed upon by the Renter and the Host, for renting the motorhome including all additional costs, including insurance, booking and service fees.

**Security Deposit:** The amount aside from the rental fee, charged prior to the rental period, subject to deductions outlined in the rental agreement, or as a result of damage, fines or other charges incurred due to the fault of the Renter. The security deposit will be held by HIGH5 CAMPING unless otherwise specified.

**Breakdown:** Breakdown or damage of the Rental howsoever arising making it irresponsible/unsafe/impossible to continue driving the Rental and which are registered with the appropriate roadside assistance provider.

**Damage:** Damage (other than a Breakdown) to the vehicle howsoever arising during the Rental Period. Damage does not include wear and tear of parts that normally last less long than the vehicle itself, unless caused by negligent behaviour on the part of the Renter.

**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 Companies House.

**Inventory List:** An overview of the Rental's inventory at the start of the Rental Period.

**Insurer:** The insurance company through which the Host's advertised vehicle is insured for rental.

**Service Fee:** This is a fee charged to the Renter, by HIGH5 CAMPING, for using the services of the Platform to make their booking.

**Booking Fee:** This is a fee taken by the Platform from the total value of the booking, after the Renter has completed payment. This fee covers the cost for processing and managing the booking. It will be taken from the booking total cost prior to the release of funds to the Host.

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## **1. AGREEMENT TO TERMS**

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity and High5 Camping LTD, concerning your access to and use of the <http://www.high5camping.co.uk> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). The services of High5 Camping are aimed at establishing rental agreements between the Host and the Renter, to which the Rental Terms and Conditions apply and should be read in conjunction with these Terms and Conditions.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site after the date such revised Terms and Conditions are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

By registering an account with HIGH5 CAMPING the Renter/Host is agreeing to the contractual requirements as laid out below. You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms and Conditions.

## **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.
- 2.3. 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. HIGH5 CAMPING reserves the right to change the rental conditions. The Rental Terms and Conditions that are valid upon (down) payment of the booking will apply for this booking and will not change if newer Rental Terms and Conditions are issued.

## **3. BOOKING AND REALISATION OF THE RENTAL AGREEMENT**

3.1. A Renter can only submit a booking request via the Platform. The Host must respond to a booking request within 24 hours. If the Host accepts the booking request, the Renter will be notified by HIGH5 CAMPING via e-mail and SMS. HIGH5 CAMPING acts solely as a commercial agent on the behalf of the Host in this transaction.

3.2. The Rental Agreement comes into effect after a (down) payment has been made following booking request agreement and initial/full payment has been made.

3.3. The right of withdrawal does not apply to Rental Periods, as Renters are booking a rental vehicle online, which is an exception to the right of withdrawal.

#### 4. PAYMENT

4.1. Below is the payment schedule for all bookings made through the Platform:

Booking to departure date	1 <sup>st</sup> Payment	2 <sup>nd</sup> Payment	3 <sup>rd</sup> Payment	4 <sup>th</sup> Payment
Within 2 weeks	<b>100%</b> (security deposit included in final payment)			
Between 2 weeks and 3 months	<b>50%</b>	<b>50%</b> 2 weeks prior to departure (security deposit included in final payment)		
Between 3 and 6 months	<b>25%</b>	<b>25%</b> 3 months prior to departure	<b>50%</b> 2 weeks prior to departure (security deposit included in final payment)	
Over 26 weeks	<b>10%</b>	<b>15%</b> 6 months prior to departure	<b>25%</b> 3 months prior to departure	<b>50%</b> 2 weeks prior to departure (security deposit included in final payment)

4.2. Payments that the Renter owes to the Host, in accordance with the Rental Agreement, must be made and processed via the Platform. The Owner must not request, and the Renter must not make any payments in relation to a Rental other than via the Platform.

4.3. After the Renter's rental request has been approved by the Host, through the website, the Renter can complete the booking request by making a down payment in accordance with 4.1. The down payment as well as all other payments must be processed through the Platform. The Renter must pay the remaining balance of the Rental Price when HIGH5 CAMPING requests this. If the rental request is submitted 2 weeks or less before the start of the Rental Period, then the Renter must pay 100% of the rental price to complete the booking request. When the first payment request is made by HIGH5 CAMPING related to the Rental Agreement, it must be paid within 3 days by the Renter, otherwise the underlying Rental Agreement will expire. No cancellation fees apply. All future payments must be paid within 48hrs of the requested date. Failure to do so will result in a £25 late payment fee. Failure to make subsequent payments within 7 days of the official request, will result in cancellation of the booking without refund.

4.3. Payments must be made via payment links provided by the Platform, unless otherwise instructed by HIGH5 CAMPING. Payments must be made for the correct amount and in the right currency. HIGH5 CAMPING will transfer rental fees to the Host at the next business day

after the pickup; therefore, any discrepancies with the booking should be raised with HIGH5 CAMPING at [service@high5camping.co.uk](mailto:service@high5camping.co.uk) within the first 24hrs of collection/handover.

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

- a. A loss or damage resulting from gross negligence on the part of the Renter with regards to the Rental Agreement or these Rental Terms & Conditions.
- b. Extra rent as a result of late return of the Rental.
- c. Repair costs or replacement costs in the event of damage, up to the maximum of the full Security Deposit on the advertised vehicle.
- d. Tolls and fines incurred by the Renter with the Rental during the Rental Period. The signed Vehicle Handover Form may be used to provide evidence of the Renters liability for any charges obtained throughout the Rental Period.
- e. Extra mileage.
- f. Fuel costs if the vehicle has not been returned with the same amount of fuel in the tank.
- g. Cleaning costs of up to a maximum of £250, with a going rate of £10 per 30 minutes of work, except when it is evident that professional cleaning services are needed. If this is the case, the Host is entitled to charge such additional cleaning costs as are reasonable in the circumstances. If professional cleaning is required, the condition of the van should be stipulated in the Vehicle Rental Contract upon drop-off and photographs taken. Invoice proof will be required to reclaim professional cleaning services.

4.5. The Host can use the Security Deposit to capture the costs outlined in 4.4 from the Renter. If the security bond is not sufficient, the extra costs will be invoiced to the Renter separately. Renter will be required to pay such costs within 7 days.

4.6. High5 Camping reserves the right to charge a Service Fee. This will be based on the total rental amount and will automatically be added to the Renters final cost at the checkout.

4.7. HIGH5 CAMPING reserve the right to charge a Booking Fee. This will be subtracted from the overall booking charge once payment has been made by the Renter and deducted prior to funds being released to the Host.

4.8. The Renter permits the Security Deposit required by the Host to be paid or to be held on the credit/debit card. This Security Deposit can be used after the Rental Agreement has expired, to pay any additional costs owed to the Host upon providing reasonable grounds, proof and requested quotes for repairs from the Renter.

## **5. SECURITY DEPOSIT**

5.1. The Security Deposit per Rental Period is stated in the booking overview. The Renter must pay or authorise the Security Bond through the Platform at the checkout. All Security Deposits are refundable if no damage has occurred throughout the rental or additional costs that the Host may claim against once evidence is provided. Rental cannot be commenced as long as the Security Bond has not been paid. HIGH5 CAMPING manages the Security Deposit

on its third-party account during and after the Rental Period until any additional costs and damages have fully been settled between the Host and the Renter.

5.2. HIGH5 CAMPING will release the Security Deposit within 48hrs, after the end of the Rental Period, and remove the credit card authorisation or refund the Security Bond to the Renter, minus any additional costs owed by the Renter, assuming that:

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

If the Host wishes to request Security Deposit funds to settle any damage costs or any additional costs laid out in these T&Cs, they should submit a request, along with supporting evidence via the booking completion email they will receive within 24hrs of a booking ending. The Host will be required to submit a signed (by Host and Renter) copy of the vehicle handover document, along with supporting statement/evidence to support the claim. The dispute will then be independently handled by HIGH5 CAMPING and all parties involved will be informed and have the opportunity to dispute said claims. It is therefore crucial that both Host and Renter ensure the Vehicle Handover form is completed prior to the Rental commencing and any damage is photographed by both parties and articulated on the documentation. All claims and supporting documentation must be sent through [service@high5camping.co.uk](mailto:service@high5camping.co.uk)

Once the dispute is resolved, HIGH5 CAMPING will send a final invoice articulating any costs arising from the dispute, being determined among Host, Renter, and Insurance companies (if applicable). HIGH5 CAMPING will then either remove the credit card authorisation or refund the balance of the Security Bond to the Renter, minus any additional costs owed by the Renter.

5.3 In the event that the amount owed by the Renter as a result of Damage, Breakdown or howsoever arising, exceeds the amount of the Security Bond, an invoice issued pursuant to 4.4 above will be payable by the Renter within 14 days of issue. Once this process has commenced, the responsibility will be passed to the Host and Renter to continue mediation in order to settle the remaining balance.

## **6. HOST CONTRACTUAL REQUIREMENTS**

By accepting a booking through HIGH5 CAMPING the Host is agreeing to the contractual requirements as laid out below:

6.1. The Host must make the vehicle available to the Renter at the time, date and location stated in the booking overview. The vehicle must be clean from the inside and the outside, and must include the inventory, accessories and properly functioning amenities as indicated in the Listing on the Platform at the time of the down payment by the Renter.

6.2. If the Host is expected not to (be able to) make the vehicle available at the agreed times or cannot offer a different vehicle which satisfies the Renter, then the Renter is entitled to cancel the booking and receive a full refund for the booking. All booking and administrations fees will then be liable from the Host.

6.3. If not all accessories and amenities shown in the listing are present in the vehicle or if these are not all functioning properly, the Renter can ask for a 5% refund on the rent per missing or non-functioning accessory or amenity (up to a maximum of £50 per accessory or amenity and a total of 25% refund), or the Renter can cancel the Rental Agreement if the impact renders the vehicle not suitable for the Renters needs. The Renter must to inform the Host on initial inspection or as soon as the default becomes apparent. The Renter should

document the communication and provide proof of the default if requested, as well as allow the Host a reasonable amount of time to remedy the situation. If it is agreed that the rental will commence, all discrepancies must be agreed and annotated on the Vehicle Rental Contract.

6.4. When handing over the vehicle the Host must hand over (or show evidence of) the following documents to the Renter:

- a. A valid self-drive hire insurance certificate (if advertised as insurance included).
- b. A valid and in-date MOT certificate or electronic proof of an in-date MOT, along with an in-date tax policy.
- c. Breakdown cover and details on how to initiate recovery (if advertised with breakdown cover).
- d. An in-date gas safety certificate (if the vehicle comes equipped with gas cooking facilities).
- e. Meets the criteria for 'Motorhome' as stated by the guidelines in the country of registration.
- f. Has been regularly maintained as per advice of the manufacturer.
- g. Contains all necessary fluids (motor oil, brake-fluid, coolant, etc.) unless otherwise expressly agreed upon with the Hiring Part.
- h. The Advertiser is fully liable for all damage and costs resulting from the fact that their vehicle falls short of complying with the above requirements. This means, among other things (but not exclusively) that if (premature) termination of the Rental Agreement is due to wear and tear and / or poor maintenance of the Vehicle, the Advertiser must reimburse the Traveller for any lost rental days and any additional costs that this entails.

6.5. Prior to or upon collection of the vehicle the Owner must obtain from the Renter any documentation their insurance might require on the Renter and any additional Drivers. This can include, proof of residence, photographic ID and DVLA proof of not having any major points on the license that may render the Host's insurance invalid. The Renter and any additional Drivers must provide such documentation as is reasonably required by the insurance of the owner. Failure to do so will render the booking void and the Renter will not be able to claim back the booking fee.

6.6. The Host must provide adequate direction and guidance on both the driving of the vehicle and operation of its utilities and features.

6.7. The Host must state any pre-existing defects and damages to the Renter. If it appears that the Host is attempting to pass on any pre-existing damage(s) to the Renter, the actual costs for compiling an expert report, claims handling and extra administrative actions (such as reporting to the police for fraud) are at the Host's expense.

6.8. 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.

6.9. The Listing 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 Renter.

6.10. If the Host arranges a third party to conduct the vehicle handover with the Renter, all Rental Conditions still apply to the Host.

6.11. The Host and Renter are responsible for ensuring the Vehicle Rental Contract is completed by both parties when picking up and dropping off the vehicle. The form should be held by the Host for throughout the duration of the Rental Period; however, the Renter should take a photograph of the completed form upon signing during initial handover of the vehicle and upon signing it on the vehicles return. This will assist in any disputes that may arise during or after the Rental Period.

6.12. If the Insurance Policy of the Host requires them to comply with any additional requirements or obtain any additional documents for their records, it's the Host's responsibility to get these from the Renter.

6.13. If the Host has Listed their vehicle as having insurance, it is the Host's responsibility, at their own cost, to ensure this policy is up to date and all drivers have the prerequisite requirements to drive on that policy.

6.14. If the Host vehicle is listed as not having insurance, the Renter will be directed to a HIGH5 CAMPING approved insurer to provide the cover as part of the booking process. It is the responsibility of the Host to check the validity of this policy from the Renter either prior to or during the vehicle handover. The Host must acknowledge proof of insurance on the Vehicle Rental Contract. If the Host has chosen to use High5 Daily Insurance through our partnership with Riverside Underwriting LTD, they will still be required to conduct ID and Driver checks in accordance with 6.5.

6.15. If the host is using HIGH5 Daily Insurance, they must ensure their vehicle meets the following minimum requirements:

- Vehicle is less than 20 years old
- Vehicle value is between 3-65k
- vehicle weighs 2-3.5 tons

6.16. If the Renter is hiring a vehicle that is using High5 Daily Insurance, they must ensure they meet the following criteria:

- Named Driver aged between 25-75
- Full Uk or International driver's license
- Held a driver's license for at least 2 years
- Driving Convictions – No more than 3 points held
- Only travelling within Uk or Europe

6.17. The Host must own 100% of the vehicle they wish to list for hire via the Platform, or they must be authorised to act as if they were the Owner, by the actual Owner of the vehicle. In the event that a legal entity (legal entity refers to a company) owns the vehicle, the Host must be authorized by this legal entity to perform all actual acts and legal acts relating to the Listed vehicle.

6.18. In the event the Host does not meet all requirements (or at any point fall short of the requirements) listed above, they are not permitted to use the Platform as a Host, and HIGH5 CAMPING have the right to exclude them from using the site.

## **7. RENTER CONTRACTUAL REQUIREMENTS**

By making a booking through HIGH5 CAMPING the Renter is agreeing to the contractual requirements as laid out below:

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

7.2. The Renter is responsible for all the goods and persons transported in the vehicle. It is explicitly prohibited to transport illegal goods (including drugs) in the vehicle or to use the vehicle for any illegal purpose whatsoever.

7.3. If the Renter is not the Driver, then the Renter must inform the Driver of these rental conditions and ensure that the Driver follows the rental conditions.

7.4. In the event the Rental Agreement is not fulfilled by the Renter, or if the Rental has been misused, the Renter is liable for all directly and indirectly resulting damages. This may also lead to a fine of £250 which will be paid directly to the Host. Misuses include:

- a. The Renter going to countries, parts of countries or states other than the ones permitted in the insurance documents and / or stated in the Host's House Rules.
- b. The Renter violating the house rules as stated in the Booking Overview and in the vehicle's Listing on the Website in the section "House Rules".
- c. The Renter renting out the vehicle to third parties (subletting).
- d. The Renter ignoring the vehicles warning lights.
- e. The Renter obscuring the vehicle.
- f. The Renter selling the vehicle.
- j. The Renter recklessly using the vehicle.
- h. The Renter allowing others to use the vehicle, or letting other drivers drive the vehicle, other than the declared drivers at the point of booking through the Platform.
- i. The Renter using the vehicle for illegal purposes.
- j. The Renter using the vehicle for commercial or media purposes without written permission from the Host.
- k. Any other behaviour from which it can be established that the Renter does not act as 'good guests' with regards to the vehicle.

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

7.6. The Driver must have at least reached the age stated in the Booking Overview and be in possession of a valid driving license which is required to drive the vehicle. A driver is only allowed to drive the vehicle if a Verification has been carried out through the Host/Platform/HIGH5 CAMPING 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 Renter is considered to be at fault and the cancellation policy applies. If the Driver travels through a country where his/her driver's license requires an international driving license, then this Driver must have a valid international driving license.

7.7. The vehicle may only be used for the maximum number of people listed on the Platform and / or mentioned by the Renter when booking the vehicle.

7.8. Each Driver must hold a driving license which is valid upon at least 1 month after the drop off date and which allows for driving the vehicle in all countries and states travelled with the rental. In the case of a caravan or trailer, the driving license must also be valid to tow this vehicle and the Renter must ascertain that the towing vehicle is legally allowed to tow this vehicle. All abroad travel must be discussed with the Host prior to the vehicle handover.

7.9. The Renter 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 security bond has been refunded and expires one year after the end of the Rental Period. Additional charges for traffic violations and / or costs for the use of toll roads by the Renter must be proven by the Host, by providing evidence that these costs have indeed been incurred by the Renter during the Rental Period. The Host should advance these costs at any time to prevent any extra charges. Only the costs that would apply if payment was done within 5 working days of the date on the notification can be charged to the Renter. The Vehicle Rental Contract may be used as evidence to provide proof of Renter liability.

7.10. The Renter must use and drive the vehicle in accordance with the vehicle instructions and (when provided) the vehicle's user manual. The Driver and the Renter must, when using the Rental, follow all the instructions provided by the Host, including instructions that have been uploaded on the Platform. The driver must drive the vehicle carefully and safely.

7.11. The vehicle must be used in accordance with applicable laws and regulations at all times.

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

7.13. If the vehicle has a technical fault and / or failure, the Renter is obliged to immediately inform the Host by phone or text message.

7.14. The Renter and/or drivers have not been convicted (nor has been convicted in the 8 years prior to registration as Renter or authorised driver) of driving under the influence (alcohol and/or narcotics), reckless driving, driving without insurance or insurance fraud. The Renter/driver must also have not had more than 2 damage claims by fault in two years prior to the start of the Rental Period.

7.15. The Renter/driver is not (and has not been) excluded or refused by any insurance company because of reckless driving, and no additional requirements have been demanded because of this - for example: higher insurance fees, higher deductible, and/or limitation of coverage, in the 8 years prior to the start of the Rental Period.

7.16. All authorised drivers of the vehicle must declare any use of medication or disabilities that would be of relevance to the owner and their insurer to ensure this does not void the cover of the owner's insurance policy for the hire.

7.17. By confirming the booking, the Renter is agreeing that all requirements mentioned above will be met. If these requirements are not met (or consequentially fail to be met at any point prior to or during the rental), the Host and HIGH5 CAMPING reserves the right to exclude said Renter from the booking and Platform, along with terminate any bookings without a refund.

7.18. Hosts may impose a minimum/maximum age limit to drive their vehicles without the need to provide an explanation.

## **8. VEHICLE RENTAL CONTRACT PROCEDURES**

8.1. The Vehicle Rental Contract will be considered leading in determining the state of the Camping Vehicle upon start and end of the Rental Period. Confirmation of the contract will be done by Host and Renter signing the document at both collection and drop-off. The form itself and will be considered legally binding. The hard copy transfer form will be physically signed by both Host and Renter but retained by the Host. The Renter should ensure they take a photo of the contract on both the initial handover and return of the vehicle. **It is the Host and Renter's responsibility to ensure the Vehicle Handover Form is filled in correctly.**

8.2. The Vehicle Rental Contract includes:

- a. The mileage and fuel level as at the start and end of the Rental Period.
- b. A note of any exterior/interior damage.
- c. Whether the vehicle is clean.
- d. Whether the Inventory List is complete and correct.
- e. Whether the required insurance documentation has been presented, along with supporting identification documentation.
- f. Whether all accessories and amenities, as indicated in the Listing, are present and functioning properly.
- g. Personal details of the Renter, Host, and any additional drivers.
- h. Full details of the booking duration.

8.3. If the vehicle is not in a reasonable clean condition, the person responsible for determining the condition of the vehicle must take pictures clearly displaying the state of the vehicle and make these pictures available to HIGH5 CAMPING by sending them to the following email: [service@high5camping.co.uk](mailto:service@high5camping.co.uk) . Photos should clearly show what is not clean. If cleaning takes more than 10 minutes, Renter can ask to be compensated for this at a going rate of £10,- per 15 minutes of work.

8.4. The Vehicle Rental Contract must be signed by both parties prior to starting the Rental Period, and damage must be noted on the form under 'remarks'. The form should further be signed upon the return of the vehicle as conformation from both parties on the condition of the returned vehicle. If there is a discrepancy, a copy of the transfer form, along with photographic evidence should be sent to [service@high5camping.co.uk](mailto:service@high5camping.co.uk) with the Booking Reference Number in the subject line. Both Host and Renter can approve or dispute the submitted transfer form

by making an objection via [service@high5camping.co.uk](mailto:service@high5camping.co.uk) and by including photographs to substantiate the objection. If no claim by both the Host or Renter has been made within 24hrs after the completion of the Rental Period, the transfer form will automatically be approved and the process of releasing the Security Bond will start. If a discrepancy is raised within 24hrs, HIGH5 CAMPING will begin an evidence-based investigation and aim to resolve the claim within 5-10 working days.

8.5. Upon collection of the vehicle, the Renter and Host must report via the transfer form, any damages and defects present on the interior or exterior of the Vehicle. After confirming, no damages or defects can be considered pre-existing, with the exception of damages or defects which are not inspectable prior to starting the rental period, such as hidden defects. Such defects should be reported to Host and [service@high5camping.co.uk](mailto:service@high5camping.co.uk) within 24 hours.

8.6. Upon returning the vehicle, the Renter and Host must report via the transfer form, any new damages and defects present on the interior or exterior of the vehicle. After confirming, no damages or defects can be considered as pertaining to the Rental Period, with the exception of damages or defects which are not inspectable upon drop-off but can clearly be attributed to the Rental Period, such as using the wrong fuel type. Such defects should be reported to HIGH5 CAMPING at [service@high5camping.co.uk](mailto:service@high5camping.co.uk) within 24 hours.

8.7. In case of usage of the hard copy transfer form, it is the responsibility of both the Host and Renter to hold a photocopy/photograph of the signed transfer form. Only mutually signed transfer forms are taken into consideration in case of any disputes regarding additional charges. If parties disagree on the content, both parties must 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 Host 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.

8.9. The full process for the claiming of damages against the Security Deposit is laid out in Chapter 10.

## **9. RETURNING THE VEHICLE**

9.1. The vehicle may only be returned by the Renter, whereby the Rental Conditions always remain applicable to the Renter. The Renter must return the vehicle to the agreed place and time on the agreed end date of the Rental Period, as described in the Booking Overview. In the event of non-delivery or late return of the vehicle to the agreed location, a fee of 50% of the daily rental price will be charged to the Renter if the vehicle was returned more than 2 hours late but before midnight. If the vehicle is returned later, 150% of the daily rental price can be charged to the Renter for each period of 24hrs that the Rental is returned late. Lateness up to 2 hours will be charged at £20 per hour. This must be requested through [service@high5camping.co.uk](mailto:service@high5camping.co.uk) within 24hrs of the Rental Period ending and be supported with Vehicle Handover Form signed by both Host and Renter.

9.2. If the Renter cannot return the vehicle to the Host at the agreed place and time, the Renter must record the final state of the Rental through [service@high5camping.co.uk](mailto:service@high5camping.co.uk) before the due date for handing over the Rental. This must include time-stamped photographic evidence of exterior, interior, fuel gage, milage meter and any inventory. If the vehicle is not returned for reasons other than a breakdown, any repatriation costs will be charged to the Renter.

9.3. The Renter must clean the vehicle's interior (including toilet and tanks) and return it in the same condition as it was on pick-up.

9.4. The Host is responsible for accurately recording the condition of the vehicle during the handover via transfer form as described in Chapter 8. Only if this has been done according to Chapter 8 can the Host claim any costs as mentioned previously.

9.5. If the Host is not present at the agreed place for the hand-over of the Vehicle, the Renter is expected to record the condition of the Rental as described in 9.2; this must be done in a true and fair way.

9.6. If the Host asks a third party to hand-over the vehicle, the Host must inform the Renter in writing. This information must include the name of this person. What the third-party states on the transfer form, will be treated as if it is specified by the Host. These rental conditions remain applicable to the Host.

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

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

9.9. If the Renter does not return the vehicle to the Host, HIGH5 CAMPING will support the Host to call the police and all evidence will be transferred to the police. All direct and indirect costs, including lost rental income, will be at the Renter's expense.

## **10. DAMAGES & BREAKDOWN**

10.1. The Host must ensure prior to handing over the vehicle, that it is adequately insured through either their own self-drive-hire policy, or that they have opted to utilise High5 Daily Insurance. The Host must also ensure they have sufficient Breakdown cover in place (High5 Daily Insurance has this as standard). As a minimum, Third Party Liability must be covered as well as roadside assistance in your country and all countries you allow travel to. If the insurance adds specific requirements to the Renter or Driver(s), these should be mentioned in the Listing in order to charge cancellation costs to Renters if they do not meet these requirements. It is the Host's responsibility to ensure all Renters and Drivers meet the necessary insurance requirements and they may ask the Renter or Drivers for additional information to prove this.

10.2. If the vehicle breaks down and/or is involved in an accident, the Renter must immediately contact the Host (after following the necessary safety procedures and precautions). The Renter must follow instructions by local authorities, the Host and HIGH5 CAMPING. Immediately after an accident, before the vehicles involved in the collision have been moved, or if it is a one-sided accident, before the vehicle has been moved, the Renter must take photos of the damage and of the location of the accident. Additionally, the Renter must immediately follow the directions of the Host's insurance policy or High5 Daily Insurance policy (located within the booking section of your portal). Hosts who provide their own insurance are to ensure they provide sufficient direction and guidance on how to deal with breakdown and accidents in accordance with their policies.

10.3. If the Renter is stranded with the vehicle as a result of a breakdown on the road and it cannot be repaired within 2 working days, the advertiser is obliged to refund the rental fee for the days not taken from the time of the breakdown to the end of the holiday, unless the

advertiser provides replacement transport (car with accommodation or camper) provided or reimbursed.

10.4. It is forbidden for the Renter to repair a damage or defect without the written consent of either the Host or the Insurer. In the event the Renter is allowed to contact the Insurer directly and the Insurer accepts the repair and the costs involved, the Host is to be notified afterwards. In the event the Host has to consent to a repair and the costs involved, the Host must do so as soon as reasonably possible, but at least within 24 hours or come up with an equivalent alternative. If the Host fails to comply with the above-mentioned time frame, the Host is deemed to have agreed to the proposed solution.

10.5. If the vehicle is involved in a collision, the Renter must handle, according to the local laws, regulations and accident statement procedure as laid out by the insurance company.

10.6. If the Renter does not comply with Clauses 10.2-10.4, all costs resulting from this will be at the Renter's expense.

10.7. If Damage is excluded from reimbursement according to the Insurer's Insurance Conditions, this is at the Renter's expense, also if it exceeds the excess amount. Examples include but are not limited to – Damage caused by using the wrong fuel type, offroad driving, driving outside of the coverage area, incorrect use of the awning and driving under the influence of drugs and/or alcohol. An exception to this is motor/mechanical damage, which is at the Host's expense, unless there is sufficient proof of negligence and/or recklessness on the driver's part.

10.8. In the event of Damage, the Host must, wherever feasible, report the repair costs through [service@high5camping.co.uk](mailto:service@high5camping.co.uk) within 10 working days after the vehicle's return, including a quote and photos clearly showing the damage. Not forgetting the initial procedure for raising a claim as laid out in Chapter 8. Failure to do so will lead to release of the Security Deposit but will not absolve Renter of responsibility to pay for the Damage. Any claim made by the Host against the Renter's Security Deposit must contain (as a minimum):

- a. Description of the additional costs.
- b. Extent of the additional costs or in case of damage; the total amount of damage.
- c. The completed and signed Vehicle Handover Form from the start and end of the hire.
- d. Invoices for any costs/repairs or an official report with a determination of the extent of the damage.
- e. Proof of payment (upon request).
- f. Photo evidence (only in case of damage) of the listed damage(s).

10.9. If the Renter does not agree the damage occurred during the rental period or does not agree with the repair costs indicated by the Host, the Renter 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 Host, or by means of a physical inspection. The amount for repair of the damage determined by the claim expert is binding between the Renter and the Host. If Renter wishes to invoke this right, they must indicate so within 48 hours of receiving the quote from the Host 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. HIGH5

CAMPING will inform the Host if this right is invoked. If the independent claim expert requires access to the vehicle or additional pictures of the damage where the damage is clearly visible, the Host must make the additional pictures available to the claim expert within two working days. If this is not supplied within this time frame, the deposit will be refunded to the Renter and the claim can no longer be pursued via HIGH5 CAMPING.

10.10. Host and Renter can under no circumstances 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. Exception to this are the costs detailed in article 9.9.

10.11 If damage to the vehicle and/or third parties, is caused by a traffic accident, whether or not caused by fault of the Renter, the insurance guidance for the Host policy must be followed by the Renter, and they must, when necessary, allow the police to file a report. In the event that the Renter refuses to complete the claim form without a valid reason, the full amount of the damage (without taking into account the Excess) can be imposed on the Renter.

10.12. In the event of the police or justice department seizing the vehicle under suspicion of the Renter carrying narcotics, driving carelessly, has neglected vehicle management, or has been part of any other crime or violation; the Renter will be obliged to refund all damages suffered by the Host because of this. The costs for the Host, legal or otherwise will be fully charged to the Renter.

10.13. Costs incurred by breaking and entering, loss and/or theft caused by the Renter, and/or damage caused as a result of accountable shortcomings, serious negligence or wilful recklessness by the Renter or any passengers or guests in the vehicle will be claimed in full from the Renter, and will not be limited to the deductible of booking.

10.14. The awning is an accessory that is advised to be replaced every 12 years. If the awning breaks, HIGH5 CAMPING will take into account the age when determining the damage to be compensated. The first 5 years will see no reduction, with a 10% decrease per year and a residual worth of 30%.

10.15. The Renter is liable for damage to the motorhome that results from a flat tyre of no older than 8 years. The Owner must produce undeniable proof that the tyre is not older than 8 years. If the tyre is older than 8 years, then the Host will be held responsible for the damage.

10.16. If the Host has included one or more of the following prohibitions in their Listing at the time of booking, the following fines result from breaking these prohibitions:

- a. Smoking in the motorhome: £150 (including cleaning costs).
- b. Bringing pets: £150 (including cleaning costs).
- c. Taking the motorhome abroad: £250 (plus any consequential damage, for example, unsecured damage to the motorhome or third parties).
- d. Taking the motorhome to a winter sport area: £250 (plus any consequential damage, such as unsecured damage to the motorhome or third parties).
- e. Visiting a festival: £150.

Owner must be able to provide undeniable proof that the Renter has broken these rules.

## **11. CANCELLATION**



11.1. The Renter may refuse the vehicle if he/she believes (within reason) that it is not suitable and/or the amenities and/or accessories do not match the Listing as shown on the Platform. The Renter may cancel the Rental Agreement if this occurs. The Renter does not have to pay any costs in this case, and HIGH5 CAMPING will charge the Host with a 15% cancellation fee. In this case, the already paid Rent and bond will be paid back in full to the Renter. If the Renter decides not to cancel but to use the vehicle nonetheless, then this is entirely at the risk of the Renter.

11.2. The cancellation conditions apply to the Rental Agreement and are specified in the Listing and agreed to when the Renter pays for the booking request.

11.3. The Host is allowed to cancel the Rental Agreement free of charge before the Renter has paid the (down) payment. After the (down) payment, the Host can only cancel the Rental Agreement if the force majeure is not proven beyond doubt or not supported by proof, HIGH5 CAMPING has the right to acknowledge or deny a claim of force majeure at its discretion.

11.4. In the event of a Host initiated cancellation, HIGH5 CAMPING will try to find a suitable replacement vehicle available to the Renter. The Renter is not obliged to accept this replacement. HIGH5 CAMPING will charge the Host with a £100 cancellation fee per cancelled Rental Agreement irrespective of the booking length if force majeure cannot be proven.

11.5. If the Host has already received payment for a booking and needs to refund costs back to HIGH5 CAMPING, the Host must return the surplus to HIGH5 CAMPING within two working days.

11.6. The Host is entitled to cancel the Rental Agreement if the Renter is not present within two hours of on the agreed upon pickup date, place and time as stated in the Booking Overview without prior notification. The cancellation conditions for the Renter apply as stated in the vehicle listing.

11.7. The Renter 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.

11.8. If the Renter cancels the Rental Agreement without a reason as stated in 11.1., then the cancellation conditions as stated in the vehicle listing apply. If a surplus remains after the cancellation conditions have been applied, this surplus will be refunded to the Renter. If there is an outstanding balance after the cancellation conditions have been applied, this will be charged to the Renter.

11.9. If the Renter cancels the Rental Agreement after having previously changed the Rental Period, the cancellation costs will be the greater of the following two: a) the cancellation costs if the Rental had been cancelled on the date the Rental Period was changed and b) the cancellation costs that apply at the time of cancellation.

## **12. EXTENDING OR SHORTENING THE RENTAL PERIOD**

12.1. The originally agreed upon Rental Period can be extended when both the Host as well as the Renter agree on the amendment via messaging service on the platform. The extension is authorised if the Host agrees to the extension and the Renter has paid for the extension on the Platform. All changes to dates must be made manually by the Host through the blocking off of the new agreed dates. In such conditions, the black Vehicle Rental Contract should be

used to annotate the changes. This form is located in all bookings via the Host & Renter portal. If changes incur a cost, then this will have to be initiated through cancelling the policy and thereby initiating cancellation fees.

12.2. In accordance with the Rental Agreement, the Host has the freedom to refuse an extension request. If the Renter does not return the Rental on the mutually agreed upon end date of the Rental Period, the Renter will be liable for the costs as described in 9.1.

12.3. If the original Rental Period is extended by a mutual agreement between the Renter and the Host, but the amendment is not confirmed through the Platform, these Rental Conditions do not apply and HIGH5 CAMPING services (including insurances) can lose their validity retrospectively. Any costs or conflicts not indisputably stemming from the original Rental Period will not be serviced by HIGH5 CAMPING.

12.4 The Host is not allowed to demand early return of the vehicle by the Renter, unless:

a. The Renter explicitly agrees to this, and the 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 Renter. These costs will be charged to the Host.

b. The Host can prove that the Renter is guilty of misuse as defined in Article 7.4, in which case the Renter is obliged to follow the Host's instructions and drive back via the shortest reasonable route to the Host and return the vehicle. No refund will be given for unused days in this case.

12.5 If the Renter wishes to return the vehicle early, this is to be done at a time and place agreed upon with the Host. No refund will be issued for unused days unless agreed upon with the Host. No refund of service or booking costs will be issued.

### **13. ADMINISTRATION COSTS**

13.1. HIGH5 CAMPING can charge the Renter with administration costs of up to £25 per event if the remaining payment is not paid on time (4.2).

13.2. HIGH5 CAMPING can charge the Host/Renter who fails to pay an amount owed within the time frame stipulated, with interest and debt collection costs as applicable in their country of residence.

### **14. OWNERSHIP AND LIABILITY**

14.1. The vehicle will always remain the Host's property. The Renter is not permitted to tax or sell the Rental.

14.2. The Host is not liable for the Renter's, Driver's or travel companion's damage, according to the Rental Agreement, unless there is negligence or recklessness on the Host's part.

14.3. If the Host is liable, then the liability of the Host is limited to the rent paid by the Renter to rent the vehicle.

### **15. HIGH5 CAMPING'S POSITION**

15.1. As the provider of the Platform, HIGH5 CAMPING does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Camping Vehicles or Rentals, nor is HIGH5 CAMPING an organiser or retailer of travel packages under Directive (EU) 2015/2302. Hosts alone are responsible for their vehicles and rentals. When Hosts and Renters make or

accept a booking, they are entering into a contract directly with each other. HIGH5 CAMPING is not and does not become party to or other participant in any contractual relationship between Host and Renter, except as stated otherwise in these terms.

15.2. Whilst HIGH5 CAMPING may help facilitate the resolution of disputes, HIGH5 CAMPING has no control over and does not guarantee the truth or accuracy of any Listing, review or other Host Platform content. References to "Verifications" (or similar language) only indicates that the individual has completed an identification process and is not a guarantee by HIGH5 CAMPING about any individual. HIGH5 CAMPING cannot be held responsible for the current physical and motor condition of the vehicle.

15.3. HIGH5 CAMPING works to verify the identity of the Renter using a check on personal details and photo Identification. If this verification does not yield a conclusive and/or positive result, the verification status will be shown as 'unknown' or 'declined'. The final decision to rent out their vehicle always lies with the Host.

15.4. Both rent payments and any other payments owed by the Renter to the Host, as well as refunds owed by the Host to the Renter, must be processed through HIGH5 CAMPING. HIGH5 CAMPING will transfer rental fees to the Owner at the next business day after the pickup. Other payments to the recipient should be processed no later than 5 working days after the money has been received from the debtor. HIGH5 CAMPING does not provide any prepayments and/or advances for rental income, additional costs and/or other payments.

15.5 At the request of the Host or Renter, HIGH5 CAMPING can mediate in disputes or handling of damages between said parties, whereby HIGH5 CAMPING attempts to find a solution acceptable to both parties. If HIGH5 CAMPING needs additional information to fulfil this role, HIGH5 CAMPING can impose a term within which information is to be supplied. If either party fails to provide such information, HIGH5 CAMPING is within its rights to make a binding arbitration based on the facts at hand.

15.6. In no circumstances shall HIGH5 CAMPING be responsible for:

- a. Damage to, loss of, or destruction of the vehicle
- b. Damage resulting from the cancellation of a Rental Agreement
- c. Damage because of the condition of the vehicle
- d. Damage as a result of non-compliance with the Rental Agreement by the Renter and/or Host
- e. Fines accumulated by the Renter with using vehicle during the Rental Period
- f. All other direct and indirect costs, damages and expenses resulting from the Rental Agreement between the Host and the Renter. In any event HIGH5 CAMPING's total liability under this agreement cannot exceed the amount of service charges paid to it in respect of the Rental Agreement.

15.7. To the maximum extent permitted by law, the Host and Renter agree to release, defend (at HIGH5 CAMPING's discretion), indemnify and hold HIGH5 CAMPING and its affiliates, officers, directors, employees and agents harmless from and against any claims, liabilities, damages, losses and expenses, including without limitation, reasonable legal fees arising out of or connected in any way with the Host or Renter's breach of these terms or the Rental Agreement and any interaction between the Host and Renter including without limitation any

injuries losses or damages of any kind arising in connection with or as a result of any such interaction or Rental Agreement, or any breach of any laws, regulations or third party rights.

15.8. If HIGH5 CAMPING deems the reason to be of critical value, HIGH5 CAMPING can decide to comply with a request to share user data with relevant authorities. Examples of this include a (suspicion of) vehicle embezzlement, misuse of the Platform or a request by an authority legally entitled to do so.

15.9. HIGH5 CAMPING reserves the right to change or add to these Terms and Conditions at its discretion. The most up to date Terms and Conditions are to be found on the Platform. In the event the Terms and Conditions are changed or added to the new Terms and Conditions will be mentioned the next time you use the Platform. Continued use of the platform after changes and/or complements to the Terms and Conditions is an acceptance of said changes and/or complements. Disagreement with this must result in the cessation of use of the Service by the user and the deletion of the user's Account.

## **16. APPLICABLE LAW AND COMPETENT COURT**

16.1. These terms and conditions and the Rental Agreement are governed by English Law.

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

## **17. COVID 19 CLAUSE**

Due to the ongoing Coronavirus pandemic, special cancellation conditions have been applied to all bookings until further notice:

17.1. The Rental Agreement can be cancelled and refunded if the government lockdown rules make traveling with a campervan or motorhome impossible. This cancelation can be submitted up to 7 days prior to departure date. It will also be possible to cancel within 24 hours in the event that a sudden government implementation of new restrictions within 7 days of a booking's start date.

17.2. You will be refunded 75% of the total fee paid. The remaining 25% will be paid out in the form of a HIGH5 CAMPING gift voucher, minus the booking fees. The voucher is valid for 2 years and is redeemable against any future booking.

## **18. CONTACT US**

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

**High5 Camping LTD**  
**124 City Road**  
**London**  
**EC1V 2NX**  
**England**  
**info@high5camping.co.uk**