

## 1. DEFINITIONS & INTERPRETATION

1.1 **Definitions:** In this agreement, the following definitions apply:

**“Agent”:** Quirky Campers [company number, country, address]

**“Booking”:** the reservation of the Campervan including the administration involved in documenting the reservation, and all other matters arising from and related to the reservation.

**“Booking Conditions”:** the Quirky Campers booking conditions which apply to all Customers who make a Booking.

**“Booking Fee”:** the total sum payable by the Customer for the Booking as agreed between the Agent and the Owner in accordance with clause 6 and including any extras offered by the Owner which the Customer opts to include in the Booking;

**“Booking Information”:** all relevant information for the Booking including dates, the information requested in the Agent’s driver form (a copy of which is attached at Schedule 1) and any other information reasonably requested by the Owner

**“Business Day”:** a day other than a Saturday, Sunday or public holiday

**“Commission”:** At the agreed percentage of the relevant sum as set out in clause 5.1.

**“Customer”:** individual who hires the Campervan.

**“Deposit”:** agreed percentage of the Booking Fee required to secure the booking dates.

**“Owner”:** the campervan owner to whom this agreement applies.

**“Remaining Fee”:** the Booking Fee minus the Deposit.

**“Security Deposit”:** the agreed amount required to be paid by the customer as security against any damage to the campervan.

**“Short Notice Booking”:** a Booking which is made less than 7 calendar days prior to the start date of the Booking or other term as agreed with the owner.

1.2 **Interpretation:** In this agreement, the following rules apply:

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to **writing** or **written** includes e-mails but not faxes.

## 2. BASIS OF CONTRACT

2.1 This agreement shall commence on accepting the terms and will apply to all bookings agreed between the parties with no end date.

2.2 The Owner appoints the Agent as their sole agent to promote and let the Campervan for the Term.

2.3 The Owner is not excluded from listing the Campervan on a website or facebook page which they own.

2.4 The Agent is authorised by the Owner to negotiate and conclude Bookings in the name of and on behalf of the Owner, without prior reference to the Owner, but only on the Agent's standard Booking Conditions, unless specifically authorised otherwise by the Owner.

2.5 The Owner acknowledges that they are operating the Campervan solely at their own financial and legal risk.

### 3. AGENT'S OBLIGATIONS

3.1 The Agent undertakes and agrees at all times during the Term of this agreement:

3.1.1 that they shall not market or hire out the Campervan at a price lower than the Booking Fees agreed with the Owner in accordance with clause 6, save for any discounts offered pursuant to clause 7.1 below;

3.1.2 to actively market the Campervan with a view to increasing levels of occupancy using a variety of methods including, but not limited to: social media, online adverts, online pay per click advertising, efforts to boost search engine listing in the Owner's local area, features, articles, blogs and mentions in local and national news media both printed and online, collaborations with local businesses and direct email contact with the Agent's mailing list;

3.1.3 to list the campervan on the Agent's own website and maintain listing on any or all third-party websites to which the agent subscribes or has paid listing.

3.1.4 to take sole responsibility for communicating with the Customer until the Deposit monies have been paid and the Booking is confirmed in accordance with clause 3.1.7 below;

3.1.5 to obtain from the Customer the Booking Information;

3.1.6 to collect the Deposit from the Customer;

3.1.7 promptly following receipt of the Deposit from the Customer to provide the Owner with the Booking Information;

3.1.8 to invoice the Customer for the Remaining Fee and collect this sum from the Customer 30 days prior to the commencement date of the Booking (except in the case of Short Notice Booking in where clause 9.4 shall apply);

3.1.9 to transfer to the Owner, after the booking has been completed, in fortnightly payment runs minus the relevant Commission payable in accordance with clause 5.1. Such transfer shall be made using a payment method agreed with the Owner; and

3.1.10 to update the availability of the Campervan's calendar with bookings taken through the Agent's website

### 4. OWNER'S OBLIGATIONS

4.1 Unless otherwise agreed, the Owner will provide the Agent with at least 20 photographs of the Campervan which meet the Agent's photography specification (a copy of which is attached at Schedule 2).

4.2 Any photographs or video footage provided to the Agent by or on behalf of the Owner give the Agent immediate, irrevocable, perpetual and unrestricted right and permission to use, re-use, take, publish, republish, print and distribute in anyway the Agent sees fit. This is to specifically include, but not limited to, photographic media and videos, and covers distribution over the internet for illustration, promotion, editorial, advertising, marketing, or any other purpose whatsoever connected to the Agent, and to alter and composite the same without restriction and without inspection, approval or reference to the original photographer.

4.3 The Owner hereby releases the Agent and their legal representatives and assigns from all claims and liability relating to said photographic media.

4.4 The Owner agrees to not display photos of their logos, websites, email addresses, phone numbers

or QR Codes on our website. They agree to blur these elements out if they are present.

4.5 The owner agrees to provide updated photographs of the interior and exterior of the campervan every 3 years.

4.6 The Owner agrees to abide by the Equality Policy (a copy of which is attached at Schedule 3) and to treat all customers fairly and honestly at all times.

4.7 The Owner undertakes and agrees at all times during the Term of this agreement:

4.7.1 to inform the Agent of any Booking which has been made prior to the Commencement Date for a date during the Term;

4.7.2 to co-operate with the Agent in all matters relating to the Booking;

4.7.3 to provide the Agent with such information and materials as the Agent may reasonably require in order to provide the service under this agreement, and ensure that such information is accurate in all material respects;

4.7.4 to inform the Agent of any changes which are made to the Campervan during the Term which affect the accuracy of the description of the Campervan provided on the Agent's website or any other publicity material of the Agent's.

4.7.5 to comply with its obligations under clause 11;

4.7.6 to ensure that the Campervan is available for any Booking during the Term or for any Booking made during the Term for Booking Dates which fall outside of the Term;

4.7.7 to keep the availability calendar of the Campervan on the Agent's website up-to-date.

4.7.8 to take out and maintain insurance in accordance with clause 8 below;

4.7.9 upon confirmation of receipt of the Deposit from the Agent to establish direct communication with the Customer and use reasonable endeavours to ensure that all of the Customer's reasonable needs are met;

4.7.10 to refer to the Agent any Customer who contacts the Owner direct regarding hire of the Campervan and not to agree the hire of the Campervan direct with any Customer for any Booking during the Term. Personal friends or relatives of the Owner shall not be deemed a Customer for the purpose of this clause 4.5.9, and the Owner can arrange the use of the Campervan by friends and family with no involvement of the Agent and no Commission being payable provided that a Booking already made through the Agent for the same dates will take priority;

4.7.11 to invoice the Customer no later than 6 months from the end date of the booking for any sum including, and/or in excess of, the security deposit where any damage has incurred to the Campervan

4.7.12 to organise direct with the Customer to meet with them on or before the commencement date of the Booking to:

(a) show them the Campervan and hand over the keys to the Campervan;

(b) take copies of documents required by the insurance;

4.7.13 to organise direct with the Customer to meet with them at the end of the Booking to:

(a) accept return of the Campervan;

(b) check for damage to the Campervan.

4.7.14 to take out and maintain appropriate and sufficient vehicle breakdown cover for the Campervan including roadside assistance, recovery and onward travel as a minimum;

- 4.7.15 to ensure that the Campervan complies with all necessary health and safety requirements and checks in compliance with all relevant legislation and guidance;
- 4.7.16 to include the Agent's logo and reference to the Agent on the Owner's own publicity material or website in relation to the Campervan;
- 4.7.17 not to place a for sale sign in or near the Campervan;
- 4.7.18 to display a "Hire me from Quirky Campers" sticker (to be provided by the Agent) on the outside of the Campervan at all times during the Term;
- 4.7.19 to provide up to date information regarding the Campervan and the local area to the Agent as requested; and
- 4.7.20 to comply with the Data Protection Act 1998 in respect of the Customer's personal data which will be provided by the Agent in relation to the Booking.
- 4.7.21 The Owner agrees to inform the customer if there is a tracker fitted on the campervan. They also agree to delete any data associated with the customer's trip once the customer returns the campervan.

## **5. COMMISSION**

- 5.1 Commission shall be payable on each of the:

- 5.1.1 Deposit; and
- 5.1.2 Remaining Fee

in respect of all Bookings made through the agent.

## **6. PRICING**

- 6.1 The Agent and the Owner shall agree in writing the Booking Fees.
- 6.2 The Booking Fee may be adjusted if agreed in writing between the parties. This will apply to new bookings only.

- 6.3 The Agent reserves the right to charge the customer a service fee which is determined by the rental amount. The service fee covers the VAT and carbon off setting.

- 6.4 The owner agrees to a deduction to cover card processing fees for add ons and amounts claimed from the security deposit and additional excess. The processing fee is covered in the Agent's commission for rental amounts.

## **7. DISCOUNTS**

- 7.1 The Agent reserves the right to offer discounts on a Booking provided that, unless previously agreed with the Owner, such discount will not exceed 20% of the Booking Fee.

- 7.2 The Agent will promptly notify the Owner of any discount that has been agreed with the Customer.

## **8. INSURANCE**

- 8.1 The Owner shall maintain at their own expense with a reputable insurer insurance policies in respect of all insurable risks in relation to the Campervan, its contents and the health and safety of the Customer and shall provide to the Agent upon request evidence of all insurance policies held.

- 8.2 Subject to clause 15.2, the Owner shall fully indemnify and hold harmless the Agent against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by the Agent arising out of or in connection with the Booking and the Campervan.

## **9. SHORT NOTICE BOOKINGS**

- 9.1 Prior to making a Short Notice Booking the Agent will seek confirmation from the Owner that the Campervan is available.

- 9.2 Following receipt of confirmation from the Owner in accordance with clause 9.1 above, the Agent will confirm to the Owner as soon as reasonably practicable via telephone or email if a Short Notice Booking is finalised.

9.3 As soon as reasonably practicable following confirmation to the Owner of the Short Notice Booking in accordance with clause 9.2 above, the Agent shall provide the Booking Information to the Owner.

9.4 Clause 3.1.8 shall not apply to Short Notice Bookings, and the Agent shall collect from the Customer the Booking Deposit and the Remaining Fee at the time of Booking;

## 10. OWNER USAGE

10.1 The Owner has the right to book as many days use of the Campervan as they wish provided that the Agent has not already taken a Booking which shall take precedence over any proposed booking by the Owner.

10.2 Owners advertising their vans through their own website/facebook pages must NOT advertise their campervans lower than the agreed prices on the agent's website.

10.3 The Owner shall not be able to cancel any Customer Booking unless the Campervan becomes unavailable due to unforeseen circumstances, e.g. mechanical failure. The agent can require proof of these circumstances.

10.4 If the Owner is unable to fulfil any booking(s) for reasons the Agent does not determine to be unforeseen circumstances, the Agent reserves the right to charge the owner for each cancelled booking as liquidated damages. The maximum charge will be no greater than 20% of the value of the booking. The parties confirm that this sum represents a genuine pre-estimate of the Agent's loss.

## 11. MAINTENANCE OF CAMPERVAN

11.1 The Owner shall maintain the Campervan to standards which meet the Agent's reasonable expectations.

11.2 The Owner is responsible for the maintenance and servicing of the Campervan and shall ensure that the Campervan is safe to be driven at all times during the Term. The Owner will have

satisfied their obligation under this clause 11.2 provided that:

11.2.1 the Campervan has passed an annual MOT and any work required in order for it to pass an MOT has been carried out by a qualified mechanic;

11.2.2 the Owner has adhered to the standard maintenance schedule for the make and model of the Campervan as specified by the manufacturer;

11.2.3 the Owner checks prior to the start of each Booking that the Campervan is in full working order including checking as a minimum:

(a) tyre tread depth;

(b) tyre pressure;

(c) oil, brake fluid, windscreen washer fluid and water levels; and

(d) lights.

11.3 The Agent has the right to inspect the Campervan twice annually (except in the case of any issue with the Campervan of which the Agent becomes aware or has been notified, in which case the Agent may instigate additional inspections) provided that such inspection:

11.3.1 wherever possible is arranged with the Owner at a mutually convenient time at least seven days in advance of the proposed inspection date; and

11.3.2 will not impact the Campervan's availability for a prospective Booking.

11.4 Any inspection by the Agent in accordance with clause 12.3 shall be for aesthetic purposes only and will not affect or waive the Owner's responsibilities under clause 12.2.

## 12. REPLACEMENT CAMPERVAN

12.1 Where a Booking has been made by a Customer, and the Campervan which is the subject of the Booking becomes unavailable, the Agent and the

Owner will use their best endeavours to find an alternative campervan for the Booking.

- 12.2 Where the Booking Fee has already been transferred to the Owner and the Campervan becomes subsequently unavailable for the Booking, the Owner shall immediately return the Booking Fee to the Agent.

### 13. CONFIDENTIALITY

- 13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.

- 13.2 Each party may disclose the other party's confidential information:

13.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.2.1; and

13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 13.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

### 14. LIMITATION OF LIABILITY

- 14.1 Nothing in this agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or for any other liability which cannot be excluded or limited by law.

- 14.2 Subject to clauses 8 and 14.1:

14.2.1 the Agent shall under no circumstances whatever be liable to the Owner, whether

in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this agreement or for any other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise provided that where the Agent is found to be liable under this agreement its liability shall be limited to the Booking Fee minus any Commission paid.

- 14.2.2 the Owner's liability to the Agent shall not exceed the greater of:

(a) where the liability is covered by an insurance policy, any amount received by the Owner under such policy; or

(b) where the liability is not recoverable under an insurance policy, a sum which represents 200% of the Booking Fee minus any Commission paid in respect of the relevant Booking.

- 14.3 This clause 14 shall survive termination of this agreement.

### 15. TERMINATION

- 15.1 If the Owner decides to terminate this agreement while bookings are outstanding, the Agent reserves the right to charge the owner for each cancelled booking as liquidated damages. The maximum charge will be no greater than 20% of the value of the booking. The parties confirm that this sum represents a genuine pre-estimate of the Agent's loss.

- 15.2 Without limiting its other rights or remedies, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

15.2.1 the other party commits a material breach of any term of this agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;



- 15.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring) or having a receiver appointed to any of its assets or ceasing to carry on business or (being an individual) is deemed unable to pay its debts or as having no reasonable prospect of doing so, in either case, within the meaning of section 269 of the Insolvency Act 1986;
- 15.2.3 the other party (being an individual) is the subject of a bankruptcy petition or order; or
- 15.2.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 15.3 Without limiting its other rights or remedies, the Agent may terminate this agreement with immediate effect by giving written notice to the Owner if:
- 15.3.1 the Owner fails to comply with their obligations under clauses 4 or 11; or
- 15.3.2 following receipt of information from the Owner regarding changes to the Campervan pursuant to clause 4.7.4, in the Agent's reasonable opinion the changes to the Campervan are so significant that the Campervan is no longer marketable;
- 15.3.3 a complaint is received from a Customer about the Campervan or the Owner which is of a nature so serious that in the Agent's reasonable opinion this agreement cannot continue; or
- 15.3.4 the Owner decides to sell the Campervan and in the Agent's reasonable opinion it cannot continue to take Bookings.

## 16. CONSEQUENCES OF TERMINATION

- 16.1 On termination of this agreement for any reason:
- 16.1.1 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry; and
- 16.1.2 clauses which expressly or by implication survive termination shall continue in full force and effect.

## 17. FORCE MAJEURE

- 17.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

## 18. COMPLAINTS

- 18.1 In the event that a Customer makes a complaint about the Campervan, the Owner must use their reasonable endeavours to resolve the issue without delay and to keep the Agent fully informed of progress.
- 18.2 If the owner is unable to reach a satisfactory resolution with the customer and a formal complaint is made, the Agent will take control of the complaint and will conduct a thorough investigation. Once all the information has been reviewed the agent will determine a resolution they deem to be fair and their decision will be final.
- 18.3 The Agent reserves the right to issue a refund of part or all of the Booking Fee to the Customer if in the Agent's reasonable opinion it is appropriate to do so given the nature of the complaint. Where the Agent decides to issue a refund to the

Customer, and the Booking fee has already been transferred to the Owner, the Owner agrees that they shall transfer to the Agent all monies received from the Agent in relation to that Booking.

- 18.4 Should it be deemed necessary following a complaint or issue raised by a hirer or a member of staff then we will instigate the following [Owner Quality Control Policy](#).

## 19. GENERAL

### 19.1 Assignment and other dealings.

19.1.1 The Agent may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this agreement and may subcontract or delegate in any manner any or all of its obligations under this agreement to any third party or agent.

19.1.2 The Owner shall not, without the prior written consent of the Agent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this agreement.

### 19.2 Notices

19.2.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.

19.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 19.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00

am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

- 19.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19.3 Severance: If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

19.4 Waiver: A waiver of any right under this Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19.5 No partnership or agency: Except as set out in this Agreement, nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

19.6 Third parties: A person who is not a party to this agreement shall not have any rights to enforce its terms.

19.7 Variation: Except as set out in this agreement, no variation of the agreement, including the introduction of any additional terms and



conditions, shall be effective unless it is agreed in writing and signed by the Agent.

19.8 Governing law and jurisdiction: This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or

formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle the same.

## 20. SCHEDULES

20.1 DRIVER FORM (emailed with each booking)

20.2 PHOTOGRAPHY SPECIFICATION ([click here](#))