

WESHAMPER TERMS OF USE

1. Terms

1.1 These Terms apply to the access and use of the Site owned and operated by WeShamper Limited, company registration number 10326485, registered office 138 Quantock Road, Weston-Super-Mare, England BS23 4DP (**WeShamper, we**). No other terms apply, including all terms and conditions otherwise implied by law, custom or previous course of dealing to the maximum extent permitted by law. By using the Site you agree to be bound by these terms of use (the **Terms**) together with the privacy policy and cookie policy accessible in the Site (the **Privacy & Cookie Policies**). These Terms and the Privacy & Cookie Policies affect your legal rights and obligations so please read them carefully. If you do not agree to be bound by these Terms and/or the Privacy & Cookie Policies, do not use the Site. If you have any questions, you can contact us by email at hello@weshamper.com.

1.2 WeShamper reserves the right to update these Terms from time to time at its discretion. If we reasonably believe that the change to the Terms is significant, we shall notify all registered users by email. Otherwise, updated Terms will be effective as soon as they are accessible. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them.

1.3 The Site operates as a platform for Owners and Adventurers to connect, arrange for hire of a Vehicle, pay for the hire of the Vehicle and receive feedback. WeShamper does not provide Vehicle rental itself and has no responsibility for acts or omissions of Owners and Adventurers or otherwise in relation to Vehicle.

2. Definitions

2.1 In these Terms, the following words have the following meanings:

Adventurer: an individual, company or other organisation approved and registered on the Site seeking to hire a Vehicle;

Adventurer Content: all content uploaded to the Site by an Adventurer, in particular communications with an Owner and reviews for an Owner;

Booking Fee: 10% of the Hire Fee, payable in addition to the Hire Fee;

Hire Contract: the relationship between the Adventurer and the Owner in respect of the Vehicle based on the terms located on the Site [link];

Hire Fee: the hire fee set out in the Hire Contract;

IP Rights means any patent, trade mark, registered design or any application for registration of the same, or the right to apply for registration of the same, any copyright or related rights, database right, design rights, rights in trade, business or domain names, rights in trade dress, rights in inventions, rights in confidential information or know-how or any similar of equivalent rights in any part of the world;

Service Fee: 5% of the Hire Fee;

Site Content: all content on the Site;

Owner: an individual, company or other organisation approved and registered on the Site to offer for hire a Vehicle;

Owner Content: all content provided by the Owner, including within the Owner's profile and the Owner's communications on the Site;

Vehicle: a campervan or motorhome available for short, fixed term hire through the Site;

Working Days means any day other than a Saturday, Sunday or public holiday in England; and

you: any user of the Site, including an Adventurer and/or an Owner.

2.2 Words in the singular include the plural and in the plural include the singular.

2.3 Headings shall not affect the interpretation of these Terms.

2.4 References to Conditions are, unless otherwise provided, references to the conditions of these Terms.

2.5 Unless a right or remedy of a party is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party's other rights and remedies.

2.6 Any phrase introduced by the words 'including' shall be construed as illustrative and shall not limit the generality of the related words.

3. Registration

3.1 If you wish to sign up to the Site you should provide your name and email address when prompted. We will send you a verification email and once the email address associated with the account has been verified, you can access the Site and register.

3.2 If you wish to register on the Site, you must (a) be at least 18 years old; (b) have the authority to bind any organisation that you purport to represent; and (c) be legally capable of entering into a contract. We shall consider any application, and if we agree to include you on the Site, we shall notify you accordingly.

3.3 An Adventurer must hold a valid driving licence for at least 3 years that has no more than 9 penalty points or any AC, BA, CD, DD, DR, IN, TT or UT endorsement.

3.4 An Owner must (a) have in place and maintain fully comprehensive motor insurance that covers use of the Vehicle by Adventurers in accordance with these Terms; (b) own the Vehicle you wish to provide under these Terms; and (c) maintain

your Vehicle including by having annual service checks and maintaining a valid MOT.

3.5 At our request, through the registration process and at any time thereafter, you shall provide evidence of your compliance with this Condition 3, including copies of your V5C registration certificate, and copies of your insurance policy and MOT certificate and driving licence.

3.6 You shall immediately notify us if at any time you cease to comply with the provisions in this Condition 3, and you agree that we shall be entitled immediately to remove you from the Site in such circumstances.

3.7 You agree that you are responsible for all activities that take place through your account so you should keep your log-in credentials secret, and immediately notify us if you believe there has been any unauthorised third party access to your account.

3.8 No fees are due from you in relation to the registration on the Site.

4. Obligations on Owners

4.1 Within their account on the Site, Owners must include appropriate content and complete all information requested about the Owner and the Vehicle so as to enable an Adventurer to consider whether or not the Vehicle is suitable for their needs. In addition, Owners must ensure that availability of the Vehicle is up to date at all times. The Owner agrees that WeShamper and the Adventurers rely on the accuracy of the Owner Content. If any part of the Owner Content is false or misleading, this shall be considered a material breach of these Terms.

4.2 Owners agree that WeShamper shall be entitled to reproduce and use the Owner's name and images of their Vehicle within publicity for the Site and for the WeShamper business.

4.3 Owners shall treat all personal data and other information relating to an Adventurer as confidential and keep all such information secure, and not share such data with any third party, or use such data for any purpose except to provide the Vehicle to an Adventurer. You shall take appropriate security measures (including physical, electronic and procedural measures) to help safeguard such personal data from unauthorised access, loss and disclosure and shall otherwise comply with all applicable laws and regulations relating to data protection. You shall ensure that individuals processing personal data of an Adventurer are subject to a duty of confidence in relation to such personal data. You shall assist WeShamper in providing subject access and allowing data subjects to exercise their rights under applicable laws and assist WeShamper in meeting its legal obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments. At the request of WeShamper, you shall submit to audits and inspections by WeShamper to ensure that it is complying with its obligations under this Condition 4.3 and shall notify WeShamper if you are requested to take any action in breach of any applicable data protection legislation.

4.4 The Owner is not and shall not be deemed to be an employer of WeShamper at any time. The Owner, if an individual, must be self-employed and registered as such with the Inland Revenue. If WeShamper incurs any costs including income tax or national insurance costs as a result of the acts of the Owner, the Owner shall pay all such costs.

5. Obligations of Adventurers

5.1 Once registered, an Adventurer may use the Site to search for Vehicles, communicate with Owners, book Vehicles and pay fees due for the hire of the Vehicle. In communications with Owners before the Hire Contract is entered into, please do not include your full name or personal contact details. WeShamper shall provide each party to the Hire Contract with the full name and contact details of the other party on receipt of the Hire Fee and Booking Fee.

5.2 The Adventurer who enters into the Hire Contract must be the individual who collects and drives the Hire Vehicle at all times during the hire period unless the Hire Contract provides otherwise.

5.3 Without prejudice to the terms of the Hire Contract, the Adventurer agrees that it, and any other person authorised under the Hire Contract to drive the Vehicle shall not (a) use the Vehicle for hire or reward; (b) use the Vehicle for any illegal or unlawful purposes; (c) purport to sell, loan, part with possession, or re-hire the Vehicle; (d) use the Vehicle for either racing, pacemaking, testing the Vehicle's reliability and speed and or teaching someone to drive; (e) use the Vehicle whilst under the influence of alcohol and/or drugs; (f) fix, repair or make any alterations to the Vehicle; or (g) drive the Vehicle outside England, Scotland and Wales, unless agreed in the Hire Contract.

5.4 In accordance with Condition 3.4, we require Owners to have in place and maintain fully comprehensive motor insurance that covers use of the Vehicle in accordance with these Terms. However, we make no representation or warranty in respect of any insurance cover for a Vehicle and/or an Adventurer. The Adventurer should make all appropriate checks in relation to such insurance and not enter into a Hire Contract unless satisfied that appropriate insurance is in place. The Adventurer is further advised to take out appropriate insurance to cover its liabilities under the Hire Contract and to obtain appropriate breakdown service cover.

6. Hire Contract

6.1 The Hire Contract is between the Adventurer and Owner. Owners and Adventurers agree that WeShamper is not a party to and is not responsible for enforcing a Hire Contract, although WeShamper reserves the right to do so. We Shamper is not liable to Adventurers in relation to the provision of the Vehicle, or to Owners in relation to the acts or omissions of an Adventurer. We do not recommend or endorse any Owner or the quality of their Vehicle or the reliability of any Adventurer.

6.2 Adventurers and Owners should carefully review the Hire Contract before agreeing to the terms.

6.3 Adventurers and Owners each agrees to comply with the terms of the Hire Contract.

7. Payment

7.1 Each of an Adventurer and Owner agrees that WeShamper takes payment of all fees due in relation to the Hire Contract. An Adventurer should not pay an Owner directly, and an Owner must not request payment for any fees under the Hire Contract. If an Owner does so request direct payment from an Adventurer, the Adventurer shall promptly notify us accordingly.

7.2 If the date for hire of the Vehicle is more than 6 weeks away, the Adventurer must pay the Booking Fee and 10% of the Hire Fee. The remaining 90% of the Hire Fee is due at least 6 weeks before the date of hire of the Vehicle.

7.3 If the date for hire of the Vehicle is less than 6 weeks away, the Adventurer must pay the Booking Fee and all of the Hire Fee.

7.4 Payments are made by debit or credit card, and we retain payment details until the Hire Contract is complete and the Owner has confirmed that the Vehicle has not been damaged, lost or stolen.

7.5 We shall pay to the Owner the Hire Fee less the Service Fee when the Owner confirms to us that the Hire Contract has started and the Vehicle has been collected. The Owner is responsible for all taxes due and payable in respect of all sums received from WeShamper under these Terms.

8. Cancellation

8.1 If an Adventurer wishes to cancel a Hire Contract or make an amendment that reduces the duration of the Hire Contract, the Adventurer must contact WeShamper, either by email or through our online contact form providing details of the Hire Contract with booking number, name of Owner and Vehicle and dates of travel. We will respond within 24 hours.

8.2 If the cancellation is less than one week before date for hire of the Vehicle, no refund is due. If the cancellation or amendment is between 1 and 6 weeks before the date for hire of the Vehicle, 50% of the Hire Fee is refundable, and if the cancellation is more than 6 weeks before the date of hire of the Vehicle, 90% of the Hire Fee is refundable. Refunds will be processed within 5 working days of cancellation confirmation.

8.3 Any refund for a reduction in the duration of the Hire Contract will be passed on the calculations set out in Condition 8.2 calculated pro-rata for the duration of the Hire Contract.

8.4 An Owner shall use all reasonable endeavours not to cancel a Hire Contract, including by offering an alternative Vehicle where possible. If the alternative Vehicle is not acceptable to the Adventurer, the Adventurer shall notify us accordingly, and we shall refund the Hire Fee and the Booking Fee, or such amounts as have been paid by the Adventurer in respect of the Hire Contract. In addition, we shall charge the Owner the Service Fee for the Hire Contract. If an Owner cancels a Hire Contract three times, we shall be entitled to suspend or terminate the Owner's account on the Site.

9. Use of Site

9.1 WeShamper grants to you a personal, non-exclusive, non-transferable right to use the Site and Site Content in accordance with these Terms. You shall have no right to sub-license your use of and/or access to the Site.

9.2 You are responsible for configuring your own systems appropriately to access and use the Site. You must not use the Site in any way that causes, or may cause, damage to the Site or impairment of the availability or accessibility of the Site or interferes with any third parties use of the Site. You shall comply with all reasonable instructions of WeShamper in relation to the use of the Site.

9.3 The Site must not be used for any illegal or unauthorised purpose. In particular, but without limitation, you agree not to (a) try to gain unauthorised access to the Site or any networks, servers or computer systems connected to the Site; (b) harvest or otherwise collect non-public information about another user obtained through the Site (including email addresses), without the prior written consent of the holder of the appropriate rights to such information; (c) use the email address or contact details of another user for antisocial, disruptive, or destructive purposes; and/or (d) reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble all or part of the Site save to the extent expressly permitted by law not capable of lawful exclusion.

9.4 WeShamper will use reasonable endeavours to make the Site available at all times. However, there may be occasions when access to the Site may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

9.5 WeShamper shall use all reasonable endeavours to keep the Site secure but you acknowledge that the Site may be subject to breaches of security and that WeShamper shall have no liability for any lost data or unavailability as a result of any attack or assault on its security or any attempt to disrupt the Site.

10. Owner Content and Adventurer Content

10.1 Owners and Adventurers agree that the Owners Content and the Adventurer Content respectively shall not (a) breach the provisions of any law, statute or regulation including any data protection laws and/or regulations; (b) infringe the copyright, database rights, trade mark rights or other intellectual property rights of any third party; (c) be made in breach of any legal duty owed to

any third party, such as a contractual duty or a duty of confidence; (d) be deliberately or knowingly false, inaccurate or misleading; (e) include any content which promotes fraudulent, obscene, pornographic, inappropriate or illegal activities; promotes violence or hatred; is or discriminatory of any group of people; is sexually explicit; or is obscene, offensive, hateful or inflammatory; (f) contain any virus; and/or (g) give rise to any cause of action against WeShamper.

10.2 In addition, within Owner Content, you must not include (a) any links to your website or to a third party website; (b) any payment details to circumvent the payment of Fees; and/or (c) details about goods or services other than Vehicle.

10.3 The Adventurer grants to WeShamper a non-exclusive, royalty free, transferable licence to reproduce the Adventurer Content in the Site. The Owner grants to WeShamper a non-exclusive, royalty free, transferable licence to reproduce the Owner Content in the Site.

10.4 We may remove any Adventurer Content and/or Owner Content at any time and without notice if we reasonably believe that such content infringes any of the provisions of these Terms.

11. LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

11.1 The Site may include content, including blogs, with information about vehicles. This information is not advice and you should not rely on it in isolation before making any decision relating to vehicle hire, purchase or otherwise.

11.2 You agree that WeShamper has no responsibility and/or liability for any errors or omissions in any content posted by an Owner or an Adventurer. We accept no obligation to verify or review such content. Furthermore, we do not warrant that any Adventurer shall find a suitable Owner, or that an Owner shall be engaged to provide a Vehicle by an Adventurer

11.3 WeShamper shall in no circumstances be liable to you in contract, tort (including negligence) or otherwise for any direct or indirect losses you may suffer as a result of use of the Site, including (a) loss of profit, anticipated profits or business; (b) loss of data; (c) loss of opportunity; (d) loss of revenue; (e) loss of goodwill or reputation; and/or (f) consequential, special or incidental loss or damage (whether or not advised of the possibility of the same).

11.4 If you are using this Site as a consumer, you agree that we shall not be liable for any loss or damage that you may suffer that is not a reasonably foreseeable consequence of our failure to comply with these Terms. If you are not a consumer, we shall not be liable to you in excess of the fee paid or received by you under these Terms relating to the Vehicle hire that is the subject of the claim.

11.5 Nothing in these Terms shall be construed as excluding or limiting our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot be excluded by English law.

11.6 The Owner shall indemnify and keep indemnified and held harmless WeShamper from and against any costs, claims, losses, damages, expenses and liabilities that WeShamper may suffer or incur arising as a result of any claim or allegation from an Adventurer or any third party relating to the acts or omission of the Owner.

11.7 The Adventurer shall indemnify and keep indemnified and held harmless WeShamper from and against any costs, claims, losses, damages, expenses and liabilities that WeShamper may suffer or incur arising as a result of any claim or allegation from an Owner or any third party relating to the acts or omission of the Adventurer.

12. Disputes

12.1 If there is a dispute between an Adventurer and an Owner, the parties shall work together acting reasonably to resolve the dispute.

12.2 If you are unable to resolve the dispute, you may contact us and we may at our sole discretion review any dispute raised with reasonable skill and care and you agree to assist us to do so. You agree to comply with our decision relating to a dispute, including in relation to any refund due or any sum that is payable.

13. Termination

13.1 We reserve the right to suspend or terminate the account of an Adventurer or an Owner at any time and without liability (a) if any information that you provide to us is not true, ceases to be true, or we cannot verify or authenticate any such information; (b) you are in breach of these Terms; (c) you are convicted of a criminal offence or act in any way that may bring WeShamper into disrepute; (d) after a six (6) months continuous period of inactivity; and/or (e) if we receive any complaints or a dispute is raised in relation to your activities on the Site.

13.2 If an Owner requests direct payment from an Adventurer or otherwise has a separate monetary arrangement with an Adventurer, then (a) the Owner's account will be immediately terminated; (b) the Owner will be banned from the Site, and any other WeShamper network for an indefinite period; (c) the Owner will not be paid any outstanding amount held by WeShamper; and (d) the Owner shall have no right to refer to the WeShamper brand in any way whatsoever.

13.3 Following termination by us of your WeShamper account you must cease to use the Site and you must not re-register on the Site under any other name.

13.4 You may contact us at any time to terminate your WeShamper account, and provided there are no outstanding sums due or payable, we shall delete the account within 10 days of receipt of such a notice, provided that termination of your account shall not operate to terminate any Hire Contract in force at the time.

14. General

14.1 Nothing in these Terms shall confer or purport to confer on any third party, including an Owner, any benefit or the right to enforce any of these Terms under the Contracts (Rights of Third Parties) Act 1999.

14.2 The failure or delay of a party to exercise or enforce any right under these Terms shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any other time. Unless a right or remedy of a party is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party's other rights and remedies.

14.3 If any provision of these Terms is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties

14.4 Any notice given under these Terms shall be in writing and shall be served by delivering the notice personally or by email to the latest address notified. Any such notice shall be deemed to have been received at the time of delivery.

15. Governing Law & Jurisdiction

15.1 These Terms shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English courts.