



AK TRIPSKI RENTALS

1. The Hiring Party must hold, and be in possession of a valid driver's license at all times during rental. This license must be valid and recognised in the country where the motorhome is rented, and any country visited by the Hiring Party during the rental period. The driver's license permits driving the rented vehicle.
2. The Hiring Party has not been convicted (nor has been convicted in the 8 years prior to registration as Hiring Party) of driving under the influence (alcohol and/or narcotics), reckless driving, driving without insurance or insurance fraud.
3. The Hiring Party has not been involved in more than 2 damage claims by fault, in the 2 years prior to their registration on AK TRIPSKI.
4. The Hiring Party 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 instance: higher insurance fee, a higher Deductible, and/or limitation of coverage) in the 8 years prior to their registration as a Hiring Party.
5. Anyone driving the vehicle does not use any medication and does not suffer from any disabilities or conditions which may impair their ability to drive or the legality of doing so. They must declare any use of medication 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.
6. By registering as the Hiring Party, all requirements mentioned above must be met. If these requirements are not met (or consequentially fail to be met at any point prior to or during the rental), AK TRIPSKI reserves the right to exclude said Hiring Party from the Service and terminate any bookings without a refund.
7. The Hiring Party is solely responsible for any damages and charges that are caused by not meeting the requirements mentioned above.
8. AK TRIPSKI reserves the right to check the Hiring Party's identity and drivers' history with the use of third-party databases.
9. AK TRIPSKI reserves the right to refuse the registration of the hiring party. The reason for this does not have to be specified.
10. AK TRIPSKI may impose requirements regarding minimum age as well as a maximum age limit for the driving of their vehicle.
11. AK TRIPSKI can decline a booking from the hiring party based on driving license requirements, age requirements or any other criteria for disqualification as defined by their policy.

Definitions

Account:	An individual profile created and managed by you when registering on the platform.
Content:	All information placed on the platform by AK Tripski, including but not limited to: lay-out, look-and-feel of the platform, logos, blogs, trademarks and certain texts.



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Confirmed Booking:	A binding agreement between Traveller and advertiser for payment in exchange for the hire of the motorhome. A booking becomes confirmed when the hiring party completes the first payment of a rental fee via the platform after a request has been accepted by the Advertiser.
Deductible:	The maximum amount set by the Owner that can be charged to the hiring party for a given damage, or loss of inventory. This will be deducted from, but is not limited to the deposit amount.
Rental Form:	The form to be filled out by both the Hiring party and the Owner before the start of the rental period and again when the vehicle is handed back to the advertiser at the end of a rental.
IP Rights:	All rights of intellectual property and the related rights including copyright, trademark, patent, design right, trade name rights, database rights and neighbouring rights and rights to know-how and one-line performances.
Owner:	Someone with a Goboony account who owns a motorhome that they hire out on the platform. Also referred to as the Advertiser.
Motorhome:	The vehicle being rented on Goboony. It can also be referred to as a: camper, campervan, RV, mobile home, recreational vehicle. For the sake of simplicity all vehicles on our platform are generally referred to as motorhomes.
Platform:	The platform which is reachable at www.goboony.com (or any other domain used by Goboony) and underlying pages, or the mobile application of Goboony, which allows you to use the service.
Hiring party:	The party that will be hiring the motorhome, and is subject to the Rental Agreement. Also referred to as the Traveller or Holidaymaker.
Rental agreement:	The agreement which has been generated via the platform for a given booking between the Hiring Party and the Owner, for the purpose of renting a motorhome.
Rental Fee:	The price agreed upon by the Hiring party and the Owner, for renting the motorhome including all additional costs, including the Goboony service fee.
Rental Period:	The period, between acquiring the keys by the hiring party and the return of the keys to the Owner by the hiring party.
Booking Request:	The offer sent by the hiring party to the Owner to book the motorhome via the platform.
Security Deposit:	Also known as the deductible or bond. The amount aside from the rental amount, 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 Hiring Party. The security deposit will be held by Goboony unless otherwise specified.
Service:	The service provided to you, by Goboony, which consists of use of the platform for renting out and hiring of motorhomes between parties.
Terms and Conditions:	The rules and guidelines outlined by Goboony for proper use of the services of Goboony.
Traveller:	The terms Traveller, holidaymaker and Hiring Party are both acknowledged to be the User who is acting as the party who is renting the motorhome in the light of the Rental Agreement.
User:	The person who has created an Account on the Platform with the purpose of using the Service.

Rental Agreement

Rental Agreement Obligations

1. The Rental Agreement becomes applicable upon a booking being confirmed by the Hiring Party. This is when the first payment for an accepted request is made by the Hiring Party.
2. The House Rules on the platform are outlined by the Owner and are part of the Rental Agreement. In the event of the house rules conflicting with AK Tripski Terms and Conditions, the latter shall always take precedent.



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3. The hiring party is obliged to comply with the following requirements in relation to the Owner:
 1. The Hiring Party uses the motorhome with the utmost of care and in accordance with any requirements specified by the owner as well as the relevant highway code and the vehicles manufacturers guide.
 2. The Hiring Party does not make any changes to the motorhome, or the inventory.
 3. The Hiring Party will ensure that the motorhome is operated solely by those persons with the permission to do so by the Owner. The Hiring Party will also prevent the motorhome being rented out or used by any other party during the rental period.
 4. The Hiring Party must comply with the maximum number of passengers, as outlined by the Owner, at all times. The maximum number of passengers is equal to the maximum amount of people that can legally be seated in the vehicle, or a number outlined by the Owner (whichever number is lowest). It is the owner's responsibility to provide accurate information on their listing as to how many people can be legally seated.
 5. The Hiring Party is required to carry out instructions provided by the Owner. These instructions are to be recorded on the Rental Form.
 6. During the rental period the Hiring Party is responsible for aspects of the vehicle maintenance and management, e.g. checking the oil and coolant levels (at least every 1000 Miles).
 7. The Hiring Party is responsible for all fees and charges related to the status, location and safety of the motorhome during the rental period.
 8. The Hiring Party is forbidden from consuming alcohol and/or narcotics prior to and during the operation of the motorhome, and must not infringe on any traffic rules of the country where the motorhome and Hiring Party are located during the rental period.
4. The Traveller guarantees that all members of the Hiring Party(registered and unregistered) with the permission from the Owner to operate the motorhome will comply with the rules set out in the Rental Agreement.
5. The Advertiser is obliged to provide the motorhome in line with the conditions outlined in Article 3.
6. The Owner can prevent the Hiring Party from taking possession of the motorhome in the event that the Owner has reasonable suspicion that the traveller:
 1. Does not meet the conditions of the Hiring Party as listed in Article 2;
 2. Is unable to operate the motorhome;
 3. Is unable to produce a valid driver's license.
 4. Is not the same person named on the booking.



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In the aforementioned cases, the Owner is allowed to terminate the Rental Agreement, which will not result in any fees, fines, or penalties (AK Tripski will ask for clarification on this).

7. The Hiring Party can refuse the motorhome in the event that the Hiring Party has reasonable suspicion that the Owner:
 1. Does not meet the conditions of Owner as listed in Article 2;
 2. Damages to the motorhome are not correctly recorded in the Rental Form, and/or the Owner refuses to cooperate to record the damages correctly when the vehicle is collected.

In the aforementioned cases, the Hiring Party is allowed to terminate the Rental Agreement.

The Hiring Party and Owner will sign the Rental Form prior to the Rental Period. In the Rental Form, the Hiring Party declares the motorhome to be without damage or defect, with the exception of damage or defect already present. Any existing damage or defect will be marked clearly, with consideration, in the areas available on the Rental Form. The mileage, and position of the fuel gauge, will also be noted on the Rental Form. The signed Rental Form will become part of the Rental Agreement.

8. The Hiring Party is responsible for the return of the motorhome:
 1. At the agreed date, time and place. If this is not the case, the Hiring Party is responsible for any loss of rental fee for a subsequent booking.
 2. Without any personal belongings of the Hiring Party still present in the Motorhome.
 3. Without committing any traffic or parking violations. Any such violations that occur during the rental period are always the responsibility of the Hiring Party and are to be paid by them.
 4. Including the motorhome's keys and papers.
 5. With the fuel gauge displayed in the same position as noted in the Rental Form, unless otherwise agreed upon in the Rental Agreement, or at the collection of the motorhome.
 6. In the same condition (when it comes to damage and cleanliness) as when the Rental Form was signed, unless otherwise agreed upon in the Rental Agreement, or at the collection of the motorhome.
9. The Hiring Party and Owner will sign the Rental Form after the Rental Period has finished. After the Rental Period is completed, the Hiring Party will declare on the Rental Form that the motorhome has been returned without any damage or defect (occurred during the Rental Period). Damage or defect, present at the start of the Rental Period needs to be recorded, together with the Owner on the Rental Form. The position of the fuel gauge, and mileage will also be recorded on the Rental Form.



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Cancellation

1. AK Tripski can cancel any Booking Request that has not been accepted by the Owner free of charge.
2. The service and booking costs are non refundable.
3. The security deposit is fully refunded when the booking is cancelled.
4. The traveller will be charged the cancellation fee as agreed upon in the Rental Agreement. In the event the Hiring Party cancels a booking that has been Confirmed.
5. The return of the motorhome by the Hiring Party before the return date stipulated in the Rental Agreement will not result in the refunding of any of the Rental Amount.
6. In the event of cancellation by the Owner of a Confirmed Booking the Hiring Party will be fully refunded and any further payment obligation will end.

Duration, termination and extension of the Rental Agreement

1. The Rental Agreement lasts for a certain period. The Hiring Party can only terminate the Rental Agreement before expiration in accordance with the AK Tripski Cancellation Terms as mentioned in the Terms and Conditions.
2. The booking is deemed to have been cancelled by the Hiring Party as referred to in Article 6.1, if the Hiring Party has not collected the motorhome 24 hours after the date and time stated on the Rental Agreement. This will not result in a refund (or part thereof) of the Rental Amount.
3. The return of the motorhome prior to expiration of the Rental Period cannot be considered to be a cancellation and will not have any consequences affecting the duration of the Rental Agreement or the owed Rental Amount.

Damage, retrospective costs and fines

1. The Hiring Party is liable for any damage to the motorhome and/or inventory, or damages that they cause to a third party.
2. All countries for which the international insurance card of the Owner is valid can be visited with the motorhome. Countries, which are in a partial or full state of war, or where war or unrest is foreseeable, can absolutely not be visited.
3. If damage to the motorhome and/or third parties is caused by a traffic accident, whether or not caused by fault of the Hiring Party, the official damage form will be filled out by the



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Hiring Party, and they will, when necessary allow the police to file a report. In the event that the Hiring Party 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 Hiring Party.

4. In the event of the police or justice department seizing the motorhome under suspicion of the Hiring Party carrying narcotics, driving carelessly, has neglected motorhome management, or has been part of any other crime or violation; the Hiring Party will be obliged to refund all damages suffered by the Owner because of this. The costs for the Owner, legal or otherwise will be fully charged to the Hiring Party.
5. Costs incurred by breaking and entering, loss and/or theft caused by the Hiring Party, and/or damage caused as a result of accountable shortcomings, serious negligence or wilful recklessness by the Hiring Party or any passengers or guests in the vehicle will be claimed in full from the Hiring Party, and will not be limited to the deductible of booking.
6. The Owner is never liable for any personal, psychological, material, consequential- or injury based damages suffered by the Hiring Party, caused by use of the motorhome, a mechanical error, a traffic accident, or a single/double-caused damage event, unless the damage is the result of a defect of the motorhome that the Owner had prior knowledge of without informing the Hiring Party.
7. AK Tripski reserves the right to claim retrospective costs from the Hiring Party on behalf of the Owner, including, but not limited to; additional kilometres driven, traffic fines, toll-charges, damage, Deductibles, fines for late return or necessary cleaning of the motorhome. An additional administration fee may be charged.
8. Any claim to a deposit made by the AK Tripski must include:
 - 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 Rental 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. Photo evidence (only in case of damage) of the listed damage(s)
9. The Traveller is liable for damage to the motorhome that results from a flat tyre of no older than 8 years.
10. If the Owner 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, taking into consideration article 7.6:
 - a. Smoking in the motorhome: £500 (including cleaning costs);
 - b. Bringing pets without prior agreement: £500 (including cleaning costs);
 - c. Taking the motorhome abroad without prior agreement: £500 (plus any consequential damage, for example, unsecured damage to the motorhome or third parties);



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- 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 without prior agreement: £250.

Payment

1. Below you can find the payment schedule for bookings made on the platform.

Booking to departure date	1st payment	2nd payment	3rd payment	4th payment
Within 3 weeks	100%			
Between 3 weeks and 3 months	50%	50% 3 weeks before pickup		
Between 3 and 6 months	25%	25% 3 months before pickup	50% 3 weeks before pickup	
Over 26 weeks	10%	15% 6 months before pickup	25% 3 months before pickup	50% 3 weeks before pickup

2. AK Tripski reserves the right to charge a fee for the Service. This fee will be a percentage based on the total Rental Amount. This will be achieved by automatically adding it to the Owner's requested amount.
3. The payment amount sent to the Owner or Hiring Party is based on the data possessed by AK Tripski, unless that data can be proved to be incorrect.
4. If the Renter does not pay the rental fee on time, AK Tripski is entitled to cancel the booking. The Traveller is not entitled to a refund if a booking is cancelled due to this.
5. AK Tripski is not liable for mistakes made with the original initiation of Rental Agreements.
6. If the Owner has agreed with AK Tripski that they will have the deposit paid directly to them, the Owner will settle the additional charges with the Hiring Party themselves.
7. AK Tripski will not be held accountable in the event the Owner, for any reason, cannot claim additional costs from the Hiring Party.
8. AK Tripski reserves the right to settle any owed amounts and to suspend services at its discretion.

Relevance



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1. These Terms and Conditions are relevant to any use of the Service and to the Rental Agreement.
2. AK Tripski 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 website. 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 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.

Liability

1. AK Tripski is solely liable for direct damage (as described below) caused by an attributable shortcoming of AK Tripski, to a maximum amount of £1,000. The total liability forthcoming from this agreement will never exceed that amount.
2. Direct damage is solely damage originated by:
 1. Material damage to goods;
 2. Reasonable costs which are incurred to prevent or limit direct damage, which could be expected to be caused by the event to which liability is related;
 3. Reasonable costs made to determine the cause of damage, the liability and the direct damage and means of repair.
3. Every liability of AK Tripski with the exception of direct damage, including consequential loss, is excluded. Consequential loss is at least: lost profits, lost savings, loss of goodwill, damage by stagnation, costs made to prevent or determine consequential loss, damage of electronic data and/or damage by delay in data traffic.
4. AK Tripski is never liable for damage resulting from:
 1. Information received by AK Tripski from third parties, or information available on the website of a third party, which are linked to via AK Tripski;
 2. Information placed on the website by Users;
 3. Damages or loss to/of properties, including a motorhome;
 4. Death or injuries, unless caused by unlawful action by AK Tripski;
 5. Traffic or parking violations;
 6. Fuel costs;
 7. Violation of these Terms and Conditions by another User;
 8. Termination of the Rental Agreement, deletion of an Account, a motorhome or other goods of the Platform.
5. This limit to liability of AK Tripski does not aim to limit liability in cases of intent or wilful recklessness by AK Tripski and/or to exclude its supervisors or subordinates.



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6. The user safeguards AK Tripski from all damage and costs, including but not limited to damage caused by an (alleged) breach of IP-rights, third party claims, collection costs, legal interest, loss of profits, fines and legal fees, suffered by or caused by AK Tripski or which originate from (i) an attributable shortcoming to honour these Terms and Conditions , (ii) the use of the Service or (iii) tort.

Additional Terms

1. These Terms and Conditions and all conflicts arising from them and/or are related to them, are subject to Dutch law.
2. All conflicts arising from and/or are related to these Terms and Conditions are to be submitted to the competent judge in Amsterdam, unless mandatory law appoints another judge to be competent.
3. In the event one of the individual articles of the overall Terms and Conditions is void it does not nullify the entire Terms and Conditions. The other articles will remain valid and AK Tripski will replace the void article with one that matches it as closely as possible whilst still being valid.
4. AK Tripski is allowed to transfer or pawn any assets, powers, rights, obligations and actions that are related to these Terms and Conditions to third parties and will notify you in the event of this taking place. By using AK Tripski, You hereby declare to cooperate with any transfer or pawn in the future, and allow the third party to exercise all rights acquired by a transfer or pawn.