

# Goboony Terms & Conditions

Version 3.1, valid from January 15, 2024

These Terms and Conditions apply to the use of the Services of Goboony by people who are hiring out a motorhome, and those who are renting one. From here on, the hiring party shall be known as 'Travellers' and the hirer as 'Advertisers'.

Goboony recommends you read these Terms and Conditions carefully, in order to ensure full knowledge of the rights and duties of yourselves, other users and Goboony.

## 1. Definitions

Account:	An individual profile created and managed by you when registering on the platform.
Booking Request:	The offer sent by the hiring party to the Owner to book the motorhome via the platform.
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 Traveller completes the first payment of a rental fee via the platform after a request has been accepted by the Advertiser.
Content:	All information placed on the platform by Goboony, including but not limited to: the layout, look-and-feel of the platform, logos, blogs, trademarks and certain texts.
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.
GoForm:	The form to be filled out and signed 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 owner at the end of a rental.
Owner:	Someone with a Goboony account who owns a motorhome that they hire out on the platform. Also referred to as the Advertiser.

**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.

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**Motorhome:** The vehicle being listed 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.

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**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.

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

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**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.

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**Traveller:** The terms Traveller, Holidaymaker and Hiring Party are acknowledged to be the User who is acting as the party who is renting the motorhome in the light of the Rental Agreement.

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**Rental Fee:** The price agreed upon by the Hiring party and the Owner, for renting the motorhome including the Goboony service fee.

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**Security Deposit:** The amount that is charged in addition to the Rental sum prior to the rental to guarantee the settlement of any additional costs

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**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.

Terms & Conditions:	The rules and guidelines outlined by Goboony for proper use of Goboony's services.
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Service:	The service provided to you, by Goboony, consists of use of the platform for renting out and hiring of motorhomes between parties.
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User:	The person who has created an Account on the Platform with the purpose of using the Service.
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## 2. Relevance

2.1. These Terms and Conditions are relevant to any use of the Service and to the Rental Agreement.

2.2. Goboony 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, it 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 and 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.

## 3. Registration and Account

3.1. A user is required to create an Account as outlined on the Platform. This guarantees that the information provided whilst creating the Account is complete and correct. During registration a user is required to enter a username and password, which will allow access to the Platform and the Account.

3.2. A user is solely responsible for the adjustment of their information if circumstances change resulting in any details no longer being correct. The user acknowledges and understands that for the Platform to function effectively all information on the Account must be as complete and accurate as possible.

3.3. Information entered during registration will be saved in a database and processed in accordance with the [Privacy & Cookie Policy](#) of Goboony. Goboony also refers to its [Privacy statement](#) as stated on the Goboony website.

3.4. The user is solely responsible for keeping their password and username a secret. They are not allowed to share their username and/or password to third parties, or allow third parties access to their Account in any way. They are responsible and liable for the use of the Platform through their username and password combination. Goboony may log into and operate a user's account. A user must notify Goboony as soon as they know, or suspect that their username or password has been stolen. The user is obliged to take necessary measures to safeguard the Account, such as changing the password.

## 4. The Platform

4.1. The user recognises that the sole purpose of Goboony in providing the Platform is to connect them with other users, and engage in a Rental Agreement with them via the Platform. Goboony is no party in any Rental Agreement and is not liable as such, though Goboony can review information communicated through the platform by its users.

4.2. The user agrees that the Service solely offers the functionality and features as they appear on the Platform at the moment of use, (on an “as is” basis). Goboony strongly excludes expressed and silent guarantees, commitments and warranties of any kind, including but not limited to, guarantees, commitments, and waivers regarding quality, safety, lawfulness, integrity, and the correctness of the Service and the information offered on it, unless otherwise stated in the Terms and Conditions.

4.3. Goboony reserves the right to change, alter, or lock the Platform or Service without becoming liable to the user. In the event you disagree with the implemented changes and/or alteration, the user must no longer use the Service, and must contact Goboony to request the deletion of the Account.

4.4. Goboony does not guarantee that the Service will be available at all times, with or without interruptions or malfunction. Malfunctions in the Service can occur due, but not limited to, malfunctions in the internet – or phone connections or by viruses or faults/errors. Goboony is not liable to you for any damage that is caused by the (temporarily) unavailability, or (interim) failure of the Service.

4.5. Goboony reserves the right to, without prior notice, and without becoming liable to you, suspend the Service or limit its use, whenever it is deemed as necessary, for instance in the light of a reasonably necessary maintenance operation of the platform.

4.6. After each rental, travellers and advertiser have an opportunity to review each other. The review must be accurate and must not contain any discrimination, offence or defame. Reviews are not verified by Goboony for accuracy and may be incorrect or misleading. Goboony reserves the right to delete reviews in case of a violation. Pictures added to the review can always be deleted by Goboony

## 5. Creation of the Rental Agreement

5.1. The Owner is able to set the rental amount they desire, as well as the additional costs per kilometre and other conditions when offering a motorhome for rent such as a cleaning fee. The Owner must inform the Traveller when changing the rental fee after a request is sent. It is the Owner’s responsibility to ensure their rates are correct and not the fault of Goboony if they are incorrect.

5.2. In the event a Hiring Party is interested in renting a motorhome, a request for reservation (Booking Request) will be made by the Hiring Party over a period of time chosen by the Hiring Party. The Hiring Party is permitted to make multiple Booking Requests with multiple Owners.

5.3. The Owner will receive a message regarding the Booking Request. In the event the Owner wishes to accept the request, this can be done on the Platform. Goboony is able to cancel additional, unaccepted Booking Requests for the same period of the Hiring Party.

5.4. The content of the Rental Agreement will be shaped by the conditions outlined in article 5.1 These Terms and Conditions and additional conditions between the Hiring Party and the Owner will be agreed upon. Additionally, national laws will be binding, as long as they have not been excluded. The Hiring Party and Owner are expected to be familiar with these conditions/laws.

## 6. Payment

6.1. Goboony reserves the right to charge a service and/or booking fee or any other fee to cover the costs of her services. The fees can be a percentage of a rental amount and/or a fixed amount per day or per booking and will be automatically added to the rental amount requested by the advertiser or deducted from the pay out to the advertiser.

6.2. The payment options are listed on the Platform. All payments are managed in collaboration with Stripe and Mangopay. All Users must accept the Stripe and Mangopay Service Agreement and meet the conditions set in order to be paid. All payments shall be made to Stripe or Mangopay after which they will pay the total amount of payments to Goboony. Goboony shall, after subtracting its fee, send the payment to the Owner within 24 hours after the initiation of the Rental Period and key-transfer.

6.3. The payment amount sent to the Owner or Hiring Party is based on the data possessed by Goboony, unless that data can be proved to be incorrect.

6.4. If the traveller does not pay the rental fee on time, Goboony is entitled to cancel the booking. The Traveller is not entitled to a refund if a booking is cancelled due to this.

6.5. Goboony is not liable for mistakes made with the original initiation of Rental Agreements. For example, in relation to the desired Rental Period or the type of motorhome.

6.6. The Hiring Party permits the Security Deposit required by the Owner to be paid or to be held on the credit card. This Security Deposit can be used after the Rental Agreement has expired, to pay any additional costs owed to the Owner.

6.7. If an owner wishes to take the security deposit directly from the Hiring Party (e.g. for insurance purposes), they must first request written permission to do so from Goboony. If no such agreement is in place, Goboony shall manage security deposits for all bookings. If there is an agreement, Goboony will still act as a mediator if there are any deposit disputes. It will not however assume responsibility for recuperating additional costs from the Hiring Party in the event of the damage exceeding the deposit amount. Similarly Goboony will not be responsible for recuperating costs from the Owner of the vehicle on behalf of the Hiring Party.

6.8. If an Owner had the permission from Goboony to have the deposit paid directly to them, the Owner will settle the additional charges with the Hiring Party themselves. Under this agreement, Goboony will still act as a mediator if there are any deposit disputes. It will not however assume responsibility for recuperating additional costs from the Hiring Party in the event of the damage exceeding the deposit amount. Similarly Goboony will not be responsible for recuperating costs from the Owner of the vehicle on behalf of the Hiring Party.

6.9. Goboony will not be held accountable in the event the Owner, for any reason, cannot claim additional costs from the Hiring Party.

6.10. Goboony reserves the right to settle any owed amounts and to suspend services to an owner at its discretion.

#### 6.11. Payment in foreign currencies

6.11.1. In case the traveller is paying in a different currency than the advertiser receives and the traveller's bank is applying fees regarding the currency exchange costs, Goboony or the advertiser won't be liable for a refund of those fees.

6.11.2. Regarding the refund of the deposit once booking is finalised, should the amount refunded is different than the amount paid upon booking due to currency rate fluctuation, Goboony or the advertiser won't be required for settling the difference.

## 7. IP Rights

7.1 Goboony and/or Goboony's licensors own the IP rights that relate to the Service as well as the public Content made available via the Platform.

7.2. Goboony allows a restricted, personal, retractable, non-exclusive, non sublicensable, non-transferable right to use the Service, as outlined in our Terms and Conditions.

7.3. It is against Goboony's terms and conditions to delete, hide, change or obscure any mentions or notices related to IP rights.

7.4. Nothing outlined in the Terms and Conditions aims to transfer any IP rights to the user. The user shall not operate in a way that breaches IP rights belonging to Goboony, e.g. registering domain names, trademarks or Google Adwords that are identical to or similar to any object subject to Goboony IP rights.

7.5. Without the written consent of Goboony it is forbidden to request, duplicate or re-use substantial parts of the Content, or to repeatedly and systematically request or re-use in-substantial parts of the Content, as mentioned in the 'Database law'. The automated reproduction of Content via spiders, crawlers or robots, or anything similar, is only allowed in the event the conditions mentioned in the robots.txt file are met. This file is outlined on the Platform.

7.6. Governed by these User conditions, you will maintain your IP rights for all content which you make available on the Platform.

7.7. The user agrees that by uploading information to the Platform, they automatically provide Goboony with a free, unencumbered, worldwide, sub-licensable, non-exclusive license to share this information to be able to offer the Service, duplicate and publicise all the information added to the platform. This license expires as soon as the user's information is removed from the Platform.

## 8. Liability

8.1 Goboony is solely liable for direct damage (as described below) caused by an attributable shortcoming of Goboony, to a maximum amount of £1,000. The total liability forthcoming from this agreement will never exceed that amount.

8.2 Direct damage is solely damage originated by:

8.2.1. Material damage to goods;

8.2.2. 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;

8.2.3. Reasonable costs made to determine the cause of damage, the liability and the direct damage and means of repair.

8.3. Every liability of Goboony 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.

8.4. Goboony is never liable for damage resulting from:

8.4.1. Information received by Goboony from third parties, or information available on the website of a third party, which are linked to via Goboony;

8.4.2. Information placed on the website by Users;

8.4.3. Damages or loss to/of properties, including a motorhome;

8.4.4. Death or injuries, unless caused by unlawful action by Goboony;

8.4.5. Traffic or parking violations;

8.4.6. Fuel costs;

8.4.7. Violation of these Terms and Conditions by another User;

8.4.8. Termination of the Rental Agreement, deletion of an Account, a motorhome or other goods of the Platform.

8.5. This limit to liability of Goboony does not aim to limit liability in cases of intent or wilful recklessness by Goboony and/or to exclude its supervisors or subordinates.

8.6. The user safeguards Goboony 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 Goboony or which originate from (i) an attributable shortcoming to honour these Terms and Conditions, (ii) the use of the Service or (iii) tort.

8.7. Goboony recalls that it is not a party to the rental agreement between the advertiser and the hirer.



## 9. Termination

9.1. Users of the Service have the right to, at any moment, discontinue their use of the Service and delete their Account. The termination of your Account does not affect Rental Agreements that have already been concluded at the moment of termination.

9.2. Goboony has the right to block the use of the Service, Block user activity, and/or, delete their Account in the event of any violation of the Terms and Conditions.

9.3. In the event of a necessity of receiving payment, or if a user has a positive balance at the moment of termination with Goboony, Goboony will guarantee that the relevant amounts will be transferred to you.

9.4. All amounts that are owed to Goboony will be claimable as soon as the Account is terminated.

## 10. Additional Terms

10.1. These Terms and Conditions and all conflicts arising from them and/or are related to them, are only subject to Dutch law.

10.2. 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.

10.3. 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 Goboony will replace the void article with one that matches it as closely as possible whilst still being valid.

10.4. Goboony 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 Goboony, 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.


## 11. Dispute settlement

11.1. If there is a dispute between the two parties with an indefinite value or a value up to a maximum of a deductible per incident, the Renter and the Owner agree that this dispute will be settled by Goboony, providing Goboony holds the deposit for the booking. Both parties agree that Goboony has the right to adjudicate the resolution of the deposit where no mutual agreement is reached. If the owner or a third party that is not Goboony holds the deposit, Goboony can offer advice but is in no way responsible for determining the outcome of the dispute.

11.2. The hiring party or owner has a 14-day window after the reservation's checkout date to initiate a dispute for trip-related issues and request or send money. It's important to note that our mediation process cannot be engaged after this period.

11.3. In the event of a Goboony settling a deposit dispute, it is possible to go to a judicial body, arbitration institute or an alternative dispute resolution body to resolve the dispute between the Traveler and the Owner. Goboony is not a party to any further steps should they be pursued.





11.4. If there is another dispute between the parties regarding a claim from the Owner to the Hiring Party, or the Hiring Party to the Owner, the parties may request the advice of Goboony.

11.5. If the involved parties request a final decision from Goboony, Goboony reserves the right to refuse to issue one. For example, if Goboony is of the opinion that the conditions of article 11.1 are not fulfilled or that it is insufficiently capable of settling the dispute.

11.6. In the event that Goboony handles the dispute, the parties will make available to Goboony all data and correspondence relating to the dispute. Goboony is entitled to request documents from both parties who are then obliged to make these documents available. Goboony can listen to both parties about the dispute, and / or ask the parties for further explanation of (or parts of) the dispute. Goboony makes a final decision on the dispute for both parties in as much fairness as is possible on the basis of the Rental Agreement and the General Terms and Conditions. The final decision is given in writing or by telephone (at Goboony's discretion). A written decision will be sent to the parties by email or via the platform. Once a final decision has been given, Goboony reserves the right to cease further communication and consider the matter closed.

11.7. Goboony is not liable to parties based on the advice and / or activities of Goboony in that respect. Higher appeal of advice or other objections and / or complaints about this at Goboony are not possible, and Goboony is entitled to put these unanswered aside.



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