



## **Wirral Campervan Hire Terms and Conditions**

**Please read this document carefully before you hire our van. It provides important information about your hire, your responsibilities and what you need to bring when you pick up the van.**

**We want you to enjoy your camper van experience. We recommend that you take a little time to read this document before your trip in the hope that we can avoid any mishaps and in the long run make your hire more enjoyable.**

### **Definitions**

Except where otherwise stated the following words have the following meanings in this Agreement:

**"The Van"** – The vehicle - VW campervan hired to you under this Agreement and as specified to you by us including all tyres, tools, accessories and equipment.

**"You"** – The hirer - The person or persons signing this agreement.

**"The Agreement", "The Rental Agreement" and "Terms and Conditions"** – This agreement and any document expressly referred to in this agreement including an insurance document and motor rental agreement. In the event of any discrepancy between these Terms and Conditions and any other literature, the provisions of these Terms and Conditions shall apply.

**"Security Deposit"** – The sum of £1,000 as detailed below.

**"Booking Deposit"** – The sum of £150 paid at the time of booking.

**"We / us"** – Wirral Campervan Hire - The person that rents the vehicle to you and is the legal owner or legal representative of that owner.

**"Rental Period"** - The hire period referred to on the Booking and Hire Agreement or any agreed variation thereof and any additional period during which the van is in the Hirers possession or control.

### **1. The Contract**

This Agreement is made between Wirral Campervan Hire, and the person/persons signing the Booking and Hire Agreement.

Wirral Campervan Hire hires the van (including any replacement vehicle) to you subject to this Rental Agreement which incorporates these terms and conditions and the information and conditions contained on the booking and hire agreement form that you completed and agreed online. The rights and obligations contained in these terms and conditions govern your use of our van and are not transferable by you. You acknowledge that the van is owned by us and that any attempted transfer or sub-letting of the van by anyone other than us is prohibited and a criminal offence. We permit you to use the van on the terms of this Rental Agreement only.

**Our Obligations:** We will supply the van to you in good overall and operating condition, complete with all necessary documents, parts and accessories.

**Your Obligations:** In signing the agreement, you agree:

- to rent the van for the specified hire period;
- pay the amounts specified in the booking form online and for any optional extras hired at the time of booking;
- pay any relevant administration fees, charges, parking, traffic or other fines, speeding charges, toll charges, theft, loss and damage charges, court costs or any other charges associated with this contract.
- to return the van to us in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in the Booking and Hire Agreement or sooner upon demand by us. Failure to do so may result in further charges becoming due and payable by you.
- that you accept these terms and conditions and confirm that you will strictly comply with them.

## 2. Drivers' Requirements to rent the Van

All drivers must:

- Be over 23 and under 79 years of age
- Be in good health. "Good Health" means that you have no mental or physical disabilities which would interfere with your ability to drive, for example stroke/deafness/heart condition/diabetes/loss of limb/loss of sight in an eye/epilepsy. In addition, you must not be taking drugs likely to affect your driving or drugs prescribed by a registered medical practitioner for treatment of drug addiction.
- Have held a full UK driving licence for at least two years with less than 6 points on the license
- Have had no more than 1 fault claim within the last 3 years

The following persons are **not** permitted to drive the van:

- Drivers who have been convicted of any offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving licence endorsed or suspended or had more than 6 penalty points imposed in the past 3 years
- Drivers who have had their insurance declined and/or renewal refused and/or special terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any motor insurer
- Persons engaged wholly or partly in professional entertainment or professional sports;
- Jockeys and persons connected with racing of any sort;
- Undergraduates and/or students under 25 years of age;
- Foreign Service Personnel other than persons born in the United Kingdom.

To arrange insurance for you, we will require the driving licence numbers and other identification information for all those who intend to drive, when you make your booking. We will also need to see the following items from all drivers in advance of your hire period:

- Copies of both parts of the driving licence (if you only have the paper licence, we will need to see a copy of your passport for photo ID)

- 2 forms of identification from the following list:
  - Council tax bill/statement
  - TV/internet/landline telephone bill (Including Sky/Virgin/BT etc)
  - Bank or Credit Statement
  - Credit card bill
  - Mortgage statement
  - Such identification must be dated within the last two months.

We are also required to run a DVLA check on your licence. This needs to be performed up to 7 days before the hire commence date. We will send you a reminder and instructions on how to generate a 'check code' on the DVLA website.

You may add additional drivers on the hire at a cost of £15 per additional driver per hire period. You cannot drive away the van without us having sight of your licences and ID documents. **Please also bring them with you on day of collection.** The van must only be driven by you or any other person who has first been authorised by us, for whom you have provided the insurance, driving licence and personal identification information.

Failure to provide accurate information may invalidate the insurance and render you liable for all losses howsoever sustained including claims by third parties. You warrant that all information supplied to us in connection with this agreement is true and complete. In particular, on collection of the van you warrant that information supplied with the original booking has not materially changed, including but not limited to the number of points on a driver's licence. Failing to provide information may invalidate your insurance and render you liable for all losses howsoever sustained including claims by third parties. You must provide true and complete information for our insurers as requested on the Booking and Hire Agreement form (paper form and online) at time of booking. This is to ensure that the insurance company can confirm they are willing to insure your chosen driver(s). Failure to provide this information may result in us being unable to proceed with your booking. Should you fail to provide the required information in time and your booking is cancelled as a consequence, our policy on cancellation fees as set out below applies.

Further, if you fail to meet any of our checks at the time of collection of the van, we can refuse to allow you to drive the vehicle and your booking will be cancelled. Our policy on cancellation fees as set out below applies.

### **3. Booking, Payments and Cancellation**

The Booking and Hire Agreement form must be completed online with a non refundable booking deposit of £150 sent through our online payment facility on the website. On receipt of the Booking and Hire Agreement form, any Additional Driver form, your deposit and receipt of written confirmation from us this contract shall have effect. The balance of the hire charge (full charge less the booking deposit) is due 6 weeks before the commence date of hire. In the event of a booking being made with less than 6 weeks until hire commence date, the full hire charge is due and is non refundable.

**In the event of cancellation by you:** Cancellations between the time of confirmed reservation and 6 weeks prior to the rental period - the £ 150 booking deposit is forfeited. Cancellations after 6 weeks prior to the commence date of hire 100% of the total hire charges are forfeited. However, if we do manage to get another booking for the same van, for the same rental period, the £150 booking deposit remains non-refundable, but we will refund the balance of the hire payment. We cannot

therefore guarantee that you will be refunded and we recommend that you take out travel insurance to cover any losses.

**In the event of cancellation by Wirral Campervan Hire:** We will offer a full refund if the van is not available due to accident, breakdown or other circumstances beyond our control. In the unlikely event that we are unable to supply a vehicle our liability is strictly limited to a full refund of all monies paid by you. We accept no liability for the cost of a replacement vehicle, travel expenses or any other subsequent loss. (Circumstances that we deem to be out of our control include - but are not limited to - vehicle breakdown, damage sustained to the vehicle and late returns by a previous hirer).

We recommend that you also have current travel insurance to cover such losses, and to cover your personal items whilst on your trip as they will not be covered on the van insurance.

**Adverse Weather:** In the event of snow or particularly hazardous driving conditions on collection day, Wirral Campervan Hire also reserve the right to cancel or postpone the hire. You may defer the hire to another date up to a maximum of 30 days from the original date.

#### 4. Security Deposit:

A security deposit of £1,000 is payable prior to the collection of the van. 7 days before you are due to start your period of hire, we will ask you to pay the security deposit through our online booking facility and we must have received this by the time you arrive to collect the van.

The £1,000 security deposit is refundable on safe return of the van, in the condition in which it left our premises, subject to an inspection satisfactory to us. This must be paid to cover the possibility of damage (whether negligent, wilful, accidental or otherwise) or loss to the van or the fixtures and fittings therein or the living equipment and windows, wheels, tyres etc included with the van. The van and all its equipment must be returned in good condition, with no damage to it, its contents or any third party property. We allow for reasonable wear and tear on the vehicle and the fixtures and fittings. If you have hired any of our equipment (e.g. bike rack or awning), this will cover any damage to that equipment.

#### 5. Collecting the Vehicle

Van collection time is between 3pm and 5pm on the first day of hire. When you arrive to collect your van, please ensure you allow 45 minutes for us to show you around the van, and how to operate the sink, fridge, roof, camping gas, water storage and other accessories and to brief you on our health and safety guidelines. We also need to carry out the security checks on your paperwork.

**Condition:** We will check the condition of the van with you at the start of the rental term and on return of the vehicle. The van will be roadworthy and comply with all manufacturer's standards. It is your responsibility to check the van for existing damage, upon collection of the vehicle and to inform us of such before you depart. Any existing damage of which we are aware will be marked on the inspection sheet.

**Your Car:** During the period of the hire you may park your car at our premises but you do so at your own risk. We cannot accept responsibility for the loss of, or damage to your car or its contents, unless caused by us.

#### 6. During the Hire Period

At present, hires are limited to travelling within the UK.

**Fuel:** On collection, we will provide a full tank of diesel. Please return the van refilled to that same level at the end of the hire. On your return, we will ask you to provide us with a receipt showing that you have filled up at a petrol station within 20 miles of our address.

The cost of any missing fuel will be deducted from your security deposit if the van is returned with missing fuel along with an additional £25 admin fee for the time taken to fill up the van.

Please ensure that you only use DIESEL. If you fill up with petrol by accident, we will have to charge you the cost of rectifying the damage as a result.

**Camping gas/batteries:** Camping Gas is provided for the gas hob. We provide one large gas bottle and a smaller reserve bottle. We recommend that you keep the gas bottles in the van at all times as we will charge £65 for a replacement of either gas bottle if they are lost or damaged. If you fill up the gas bottle on your trip, we will discuss with you refunding some of the cost.

**Smoking:** It is illegal to smoke inside the van. We wish to provide a clean and safe environment for us and our other customers. If we detect any evidence that you have smoked in the van, we will charge a £50 cleaning and deodorising fee. You will be liable for any damage caused to the Van, or contents through smoking.

**Pets:** We allow dogs in the Van and have taken our own dog in the past. We expect to see pet hair on your return but if there is any additional soiling caused by your pet, we will have to charge an additional £25 cleaning fee. You will be liable for any damage caused by a pet travelling with you e.g. chewing of fixtures and fittings.

**Keys:** In the event that keys are lost or damaged you will be liable for the reasonable costs of obtaining replacement keys, and any costs associated with providing the keys to you during the hire period. Please lock the van at all times when it is not in use.

**Prohibited use of the Van:** You are authorised to drive the van on the conditions of this Agreement including, at all times, to use the van in a responsible manner. If you do not comply with these conditions, you will be liable to us for any liability or loss incurred by us or any damage or reasonable expenses we suffer or incur as a result of your breach of the Agreement. You may additionally lose the benefit of the insurance we have arranged. We reserve the right to take back the van at any time, and at your expense, if you are in breach of this Agreement.

You must look after the vehicle, make sure it is locked, secure and parked in a safe place when not in use.

**Loss or Damage:** You will be liable to us for all losses and costs incurred by us in the event of loss, damage to or theft of the vehicle, its parts or accessories, while on rental, if this damage, loss or theft involves the deception of or by you or another party, or as a result of the keys remaining in the van whilst it is unoccupied, or was caused intentionally or negligently by you or your party. Your liability may include the cost of repairs, loss in value of the vehicle, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the van unless responsibility for the damage lies with us or has been determined by a third party or their insurers to lie with the third party.

You are also liable for:

- Theft of the Van: excess amounting to 25% of the claim;

- Damage to or destruction of the Van arising from conversion of or caused by any cooking and/or heating equipment (gas heating or hob, barbecue etc.): excess amounting to 25% of the claim.

**Van Care, Health and Safety Engine Care:** If there is damage or breakdown caused by your own actions, you will be liable for the cost of repair/replacement. This could be such things as pushing the engine too hard, or putting petrol in the van when it is a diesel van or burning out the clutch. This list is not exhaustive. You must take all reasonable and practicable steps to properly and safely maintain the camper including regular checks on; batteries, engine oil and other gauges, bulbs and tyre pressures and condition when driven more than 500 km, refilling or replacing as necessary. If you cause damage to the engine through driving too fast over too long a period of time, and ignoring the warning lights, you will be liable for any repairs required or even the cost of a replacement engine.

**Tyres:** You agree that the tyres on the Van are visibly sound and appear within legal limits. Any damage or repair to tyres is your responsibility while it is on hire to you, unless it can be shown that damage is due to invisible defects in the manufacture of the tyre which are covered by a manufacturer's warranty, in which case we may reimburse you. For any reimbursement you must: a) Return the defective tyre to us for inspection and return; b) Produce appropriate receipts; and c) Accept the decision of the manufacturer as to whether reimbursement is made.

**Health and Safety:** You must follow the health and safety guidelines when operating the van and its appliances and using any equipment in the van or tent. The instructions for using the van and its accessories and facilities including the health and safety guidelines are provided to you upon receipt of the van verbally and are to be found in the van handbook in your van.

**Seat Belts, Booster and Baby Seats:** You must carry only as many passengers as there are seat belts in the van. You are legally responsible for obtaining and using a child or baby seat. For each child under 135 cms or under 12 years of age you must use a booster seat or baby seat as appropriate. For further info, visit [www.gov.uk/child-car-seats-the-rules](http://www.gov.uk/child-car-seats-the-rules). We can accept no liability whatsoever for defective child or baby seats not supplied by us or the incorrect fitting by you.

### **Dos and Don'ts**

You agree that you shall not:

- carry more passengers than the seat belt capacity of the van
- use the van to carry passengers or goods for hire or reward
- tow or push any vehicle, trailer or other object
- drive off road, on unsurfaced roads or on roads unsuitable for the vehicle
- drive when it is overloaded or when loads are not properly secured
- use the van for any illegal purpose, or carry any object or any substance which is illegal or, because of its condition or smell may harm the van and/or delay our ability to rent the van again
- damage van by submersion in water or contact with salt water
- take part in any race, rally, test or other contest, drive or park in contravention of any traffic or other regulations,
- drive or allow to the van to be driven in restricted areas including, but not limited to, airport runways, airport service roads, and associated areas
- undertake driving training activity or put the van through a rotary car wash

- operate the van, or permit the van to be operated in, any way that would violate this agreement - including, in a reckless or imprudent manner, deliberately damaging the vehicle, when unfit through drink or drugs
- you will further protect the interests of the Insurer and Wirral Campervan Hire by ensuring the van is always parked as safely as possible, locked when unattended, and the keys are secure.

## **7. Breakdown**

If you have any difficulties report these immediately to us. In the event of breakdown, recovery or repair services will be provided. If you incur any minor repair bills (reasonably incurred rectifying mechanical failure to the drive train and engine of the vehicle) we will reimburse you up to £50. This will not include repairs to the water system, refrigerator, and audio equipment. Just produce your valid VAT receipt on the completion of your hire (provided the hirer was not directly responsible for any damage). Repairs costing in excess of £50 must be authorised by us PRIOR to the work being undertaken.

We will be responsible for your reasonable and foreseeable costs/expenses arising from the accident or breakdown unless caused by your negligence. Our liability extends to refunding hire charge for any days you lose the total use of the van. If you have caused the breakdown through your own actions you will be liable for all costs incurred and we will not refund you any unused days of hire. If you have broken down you must remain at a safe distance from the van until the Recovery Vehicle arrives. You may not abandon the van at the roadside. You must hand over the keys to the authorised Recovery Vehicle Driver. If you abandon the vehicle, we will deduct any transport and labour costs incurred in returning the van to our premises and any costs arising from loss or damage to the van whilst it is unattended from your Security Deposit.

## **8. Accidents, theft and vandalism**

You must, where possible, report any traffic accident involving the van to the police (and us) immediately and report loss, damage or theft involving the van to the police (and us) within 24 hours of the incident or discovery of the incident. Our insurance requires that you must not admit to any liability, release any party from liability, settle any claim or accept any disclaimer in the event of the accident, but should, if possible, take the names and addresses of everyone involved, including witnesses, car registration numbers, together with all the details of the accident, time, place, how it came about, damage to vehicles etc. If you have a camera, take photos of the scene. Please do not move the vehicles before the police arrive, as long as keeping them in situ is a safe thing to do. An accident or theft report form must always be completed and submitted to us when you return the van or within 3 days of return of the vehicle, containing all the above information, plus diagrams if possible.

In the event of theft, you must return the keys to us where possible. You agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings, providing evidence and attending court if necessary, arising out of any loss of or damage to the vehicle. You acknowledge that Wirral Campervan Hire has no obligation to provide a replacement vehicle, or refund monies paid by you, if the Vehicle is returned or you cease to have the use of the Vehicle prior to the return date for any reason including but not limited to accident, breakdown, weather or theft.

## **9. Speeding, parking or traffic fine and charges**

You are personally liable for all road tolls, fines, clamping charges and legal penalties (e.g., parking tickets, speeding) which are incurred during your period of hire. Any charges subsequently notified to us, will be immediately communicated to you for payment within their terms. By signing this Agreement, you accept this.

#### **10. Damage to the Van**

You are liable for any losses or damage caused by you and/or your group. We cannot accept liability for any losses or damage or liability caused by you to yourselves or third parties, or their property. You are liable for any damage above cab height – you are fully responsible for damage caused by failure to assess the height of the van and striking overhead or overhanging objects. You will indemnify us against any liability, caused by damage to overhead or overhanging objects and subsequent damage to third parties and their property.

You will also be responsible for any damage to third parties and their property that arises through your negligence; for example and without limitation: damage caused through loaded luggage and cycles. You must use the van and its contents responsibly and comply with our instructions and Health and Safety Guidelines. Where no instructions or advice or guidelines are given you must assume that 'normal' and 'common sense' rules apply.

#### **11. Returning the vehicle**

The van must be returned by 11am on end date of hire. Please return the van by the agreed time and allow sufficient time to get back to our premises. If at any time we have agreed that you may return the van to a place other than our premises, or if we have agreed to collect it, you will remain fully responsible for the van until it is collected by us or the breakdown recovery. You are responsible for any costs incurred in returning the van to our premises should you abandon the vehicle.

The van must be returned with the fuel refilled to its agreed pre-hire level. Please refer to Condition no 6 for the £25 admin fee if the vehicle is returned and the tank is not full.

We recommend that you allow 20 minutes to return the van to us so that we can conduct an inspection of the van with both of us present. This will allow us to agree any damage and agree on the cost of repairs (and/or from where quotes should be obtained). If you are not present at the inspection, then we will perform the inspection without you and notify you of any damage that is found and the cost of repairs.

Your security deposit will normally be refunded within 7 days of the end of the rental period. Should there be any damage or requirement for any repair, replacement or special cleaning, the costs will be deducted from the security deposit before the balance is returned to you. You irrevocably authorise us to deduct from the Security Deposit any amounts due to us arising out of this Agreement.

In the event that there is a claim we reserve the right to retain the security deposit for such a period as is necessary to quantify the charges incurred which are to be deducted from the deposit. Where the security deposit is insufficient to cover the costs, you agree to pay any additional amounts due. These will be invoiced as appropriate and taken from the card that you provided for payment. Where charges are incurred which result in your security deposit being debited, we will provide you with an itemised invoice detailing the charges incurred by you. By agreeing to these Terms and Conditions you give us permission to deduct all charges from your security deposit.

**Cleaning:** You agree that we are entitled to charge you an additional cost, if the van requires more than our standard cleaning on its return, to restore it to its pre-rental condition, allowing for fair wear and tear.

**Late Return:** If a van is returned to our premises later than the agreed time, without our prior agreement, £ 25 per hour may be payable. You may be affecting the holiday of the next person to hire your campervan. Should the late return of the van make us liable for extra costs, we reserve the right to pass on these costs to you. Charges and costs for late return will be deducted from your security deposit. By signing this Agreement you agree to us making such deductions.

Should the late return be due to an accident, you will be liable for any revenue lost due to the van being unavailable for hire. If you are going to be late for any reason, please let us know as soon as possible. No refund is given for early return of the vehicle.

**Lost property:** We will notify you as soon as we discover any lost property belonging to you. If you require any lost property to be posted or couriered to you, you agree to pay the relevant costs of so doing.

## 12. Insurance

Wirral Campervan Hire is the insured party and the Hirer is provided with the following insurance cover:

- Fully Comprehensive motor insurance to drive only the Van subject to a £ 500 excess (such excess is recoverable from the Hirer in the event of a claim);
- Theft of the Van subject to an excess amounting to 25% of the claim (such excess is recoverable from the Hirer in the event of a claim); and
- Damage to or destruction of the Van arising from conversion of or caused by any cooking and/or heating equipment (gas heating or hob, barbecue etc.) subject to an excess amounting to 25% of the claim (such excess is recoverable from the Hirer).

The Insurance does not include the Hirer's personal property or the van Equipment. No claim for loss of or damage to these items may be claimed under the Insurance and, in consequence, the Hirer shall remain responsible for the full cost of any loss of or damage to the van Equipment. We are not responsible for any damage in connection with any accident or breakdown caused by you, nor are we responsible for any loss from the van.

Our insurance policy protects us and any authorised driver against legal claims from any other person or for death or personal injury or damage to any other person's property caused by use of the van on the road, on condition you report all such incidents to us during the rental period or on return of the van (and you are using the van within the terms and conditions and those of our insurance company).

In the event that any third party suffers death, personal injury or damage to property caused by use of the van which involves a breach by you or any authorised driver of any of the terms and conditions of this Agreement, and that of our insurance policy, or our Health and Safety Guidelines, you agree to reimburse us if we are obliged to compensate (a) the insurers for any payment they make to a third party on your behalf and/or (b) any third party.

### **13. Extra Charges**

If on arrival to collect your van, your licence is unacceptable due to endorsements or defacement, you will be unable to hire the van and no monies will be refunded to you. The charges stated on the Booking and Hire Agreement reflect your use of the van during the rental period and include basic hire charges, insurance, charges for any optional or ancillary services chosen by you, and any applicable taxes at the prevailing rate.

Additional charges may arise from your use of the van during the rental period, and may include (but are not limited to);

- loss of or damage to the van and its contents during the rental period and/or until the van is examined
- the insurance excess
- refuelling charge (fuel cost)
- any late return charge
- any pet damage or breach of non-smoking policy charge
- extra cleaning charge
- any road tolls or fines for charges arising from traffic or parking offences during the rental period.

### **14. Payment of Charges**

All charges and expenses payable by you under this Agreement are due on demand by us. If you do not pay all charges due, a late charge of 1.5% per calendar month on the outstanding balance and any collection costs incurred by Wirral Campervan Hire, including reasonable legal fees will be added.

If there is more than one driver per hire period, each person is jointly and severally liable for all obligations of you pursuant to this Agreement.

### **15. Breaches of these Terms and Conditions**

If you commit a breach of these Terms and Conditions or our Health and Safety Guidelines, we will have the right to terminate your booking without notification, and if you are already in the van, we may require you to return or vacate it immediately. In the event of you committing a breach of these Terms and Conditions no refund of the fees you have paid will be returnable to you. You will also be liable for any costs incurred in returning the van to our premises. Breaches in our Terms & Conditions or Health and Safety Guidelines may invalidate your insurance and you will be liable for all losses howsoever sustained including claims by third parties.

We are only liable for any loss or damage suffered by you or any member of your party or to your or their property, where such loss or damage is due to our negligence.

### **16. Use of Personal Data**

We have a separate Data Protection Policy; for full details see here ([link](#)). In summary, we use your data to:

- Provide rental services to you
- Carry out relevant identity, security, credit and driving licence checks

- To inform you of any special offers or competitions that we might run

If at any stage you decide that you would rather not receive such information, please contact us by telephone, email or post. We will not sell your information to another company.

The van may have a tracker fitted, in which case, we will use the information provided by the tracking device to help us recover the van if it is stolen. We will not use the tracker information while the van is on hire, unless it is stolen during that hire.

#### **17. Whole Agreement**

These Terms and Conditions override and supersede all previous versions and any previous course of dealing between the parties and incorporate the whole Agreement together with any insurance conditions notified to you at the time of hire or collection (and which are available to view at our premises). In the event of any inconsistency between these Terms and Conditions and any other of our literature, whether found on our website or otherwise, the provisions of these Terms and Conditions will prevail. If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

#### **18. Governing law and jurisdiction**

We and you agree that the Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales. We and you irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.