

Terms of Service

Last updated July 01, 2023.

Thank you for using AireStop!

These Terms of Service (“**Terms**”) are a binding legal agreement between you and AireStop that govern your use of the website (“**AireStop Platform**”), advertised stopovers and facilities (“**Aires**”), and any other offerings provided on the AireStop platform. When used in these Terms, “**AireStop**,” “**we**,” “**us**,” or “**our**” refers to AireStop Limited, a company with registered number SC707418 registered at Ground floor, 11-15 Thistle Street, Edinburgh, EH2 1DF.

AireStop is an online platform that enables users to publish, offer, search for, and pay for services. Users that publish and offer services are “Hosts” and Users that search for, and pay for services are “Guests”. Hosts offer access to motorhome and campervan facilities, including, but not limited to overnight parking, water replenishment, and waste disposal. An area that provides these facilities is referred to as an “**Aire**”. Every Aire on the AireStop platform has its own “**Profile**” which provides details of the facilities on offer, Host rules (in addition to these terms), and (if applicable) the amount charged.

In order to become a Host and create a Profile, you must register an account. It is your responsibility to keep your account information, and any information in your profile, accurate. AireStop does not own, control, offer or manage any Profiles. AireStop is not a party to the contracts concluded directly between Hosts and Guests, nor is AireStop a real estate broker, insurer or organiser or retailer of travel packages. AireStop is not acting as an agent in any capacity for any User.

To supplement these terms we also maintain our Privacy Policy, which describes our collection and use of personal data.

If you Host, you are responsible for understanding and complying with all laws, rules, regulations and contracts with third parties that apply to your provision of Host Services.

Guest Terms

1. Mission. Our mission is to make it easier, safer, and more enjoyable to explore. From the snow-topped mountain peaks and rugged ocean cliffs to the local hill, or beach, a stone's throw from your home. Our Stops help you build your very own adventure, however big or small.

2. Finding an Aire's Profile. The easiest way to find a Profile is to scan the unique AireStop QR code, displayed at the Aire. Alternatively, you can enter the unique site code, also displayed at the Aire, in the search bar on our landing page.

3. Booking. The AireStop platform does not facilitate Guests to pre-book. To book you must be parked in accordance with the rules published on the Profile and/or onsite signage before a payment is made. To make a booking, select on the Profile the button labelled with the service you desire and follow the instructions to complete payment. Unless otherwise agreed with your Host, a booking exists from the moment your transaction is complete and runs until the following 12 noon. By making a booking you agree to abide by these terms, and any additional rules set out by the Host on the Profile, for the full duration of your booking.

3.1 Payments. Payments are taken by our online payment partners Stripe and therefore by making a payment you also agree to abide by their Terms. Payment is the final step in the booking process. To make a payment, press the button relevant to your activity ("Stay Overnight" or "Use Facilities Only") from the Aire Profile. By making use of an Aire you agree to make, in full, any payment requested by the Host on the Profile.

3.2 Receipt. A receipt of your payment will be emailed to the address you submit at the time of payment. You must ensure this email address is correct before proceeding with the payment.

3.3 Cancellations and Refunds. As a Guest, you are not able to cancel your booking. A booking should not be made until you are parked in accordance with the Hosts published requirements. If for a reason outwith your control you are not able to complete your booking then you may apply for a refund. If your Host cancels your booking you will be entitled to a refund.

4. Your responsibilities. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any Aire. For example, this means: (i) you are responsible for leaving an Aire (and related facilities) in the condition it was in when you arrived,

and (ii) you must act with integrity, treat others with respect and comply with applicable laws and Host Rules at all times. If you are booking for an additional guest who is a minor or if you bring a minor to a Host Service, you must be legally authorised to act on behalf of the minor and you are solely responsible for the supervision of that minor.

5. Code of conduct. Aires are different from Campsites, and so are the behaviours and activities you are permitted to undertake. By using an Aire you agree to abide by the following rules, and all other rules outlined by your Host on the Aire Profile.

- Leave No Trace
 - This essentially means anyone coming to the Aire after you must not see any signs you were there.
 - Anything you bring to the Aire must also leave with you. Exceptions to this only occur when the host has formally agreed, via advertisement on their AireStop Profile and provision of suitable infrastructure, to dispose of your waste. (For example, your rubbish, recycling or chemical Toilet)
 - You must clean up after your pets
 - No Fires or Barbeque
 - No Damage to trees, bushes, shrubs, crops or vegetation.

- Respect all wildlife and livestock.
 - Dogs must be kept on leads when stress or harm could be caused.

- No awnings or outdoor furniture. Your vehicle must remain in the state it would be whilst driving.

- Respect other guests.
 - Noise must be kept to a minimum
 - No activity which could be deemed as anti-social should be undertaken.
 - Any activity that breaks the law is strictly forbidden.

- Respect your Host
 - For your own safety and enjoyment, you must abide by all additional rules published on the AireStop Profile.
 - Hosts reserve the right to eject any guest from their Aire who is found to be breaking the rules.

Host Terms

6. Hosting on AireStop. As a Host, AireStop offers you the opportunity to share your Aire with Guests and earn money doing it. Our aim is to make launching and running an Aire as hassle-free as possible. That's why we've made it easy to create and manage your Airestop Profile and simple to order signage for your Aire. We let you control how you want to host - You set the price, facilities on offer, and the rules.

6.1 Permissions. To be able to Host you must be a minimum of 18 years of age and ensure you have all relevant permissions from both the landowner and your local authority. These permissions vary between different council areas and planning departments. Further advice can be sought by contacting your local authority directly or through CAMpRA (www.campra.org.uk).

6.2 Contracting with Guests. When you receive a booking through the AireStop Platform, you are entering into a contract directly with the Guest, and are responsible for delivering the facilities advertised, under the terms and at the price specified on your AireStop Profile. You are also agreeing to pay applicable fees (and applicable taxes) for each booking. Any terms or conditions that you include in any supplement contract with Guests must be consistent with these Terms and the information provided in your Profile, and be prominently disclosed in your Profile description.

6.3 Independence of Hosts. Your relationship with AireStop is that of an independent individual or entity and not an employee, agent, joint venturer or partner of AireStop. AireStop does not direct or control your service and you understand that you have complete discretion whether and when to provide services and at what price and on what terms to offer them.

7. Creating and Managing Your AireStop Profile. The AireStop Platform provides tools that make it easy for you to set up and manage a Profile. Your Profile must include complete and accurate information about your facilities, your price, other charges, and any rules or requirements that apply to your Guests. You are responsible for your acts and omissions as well as for keeping your Profile information and content (like photos) up-to-date and accurate at all times. We recommend that you obtain appropriate insurance for your services and facilities, and suggest you carefully review policy terms and conditions like coverage details and exclusions. You may only maintain one Listing per Aire.

7.1 Know Your Legal Obligations. You are responsible for understanding and complying with any laws, rules, regulations and contracts with third parties that apply to your Aire. Check your local rules to learn what rules apply to the facilities you plan to offer. Information we provide regarding legal requirements is for informational purposes only and you should independently confirm your obligations. You are responsible for handling and using personal data of Guests and others in compliance with applicable privacy laws and these Terms. If you have questions about how local laws apply you should always seek legal advice.

8. Your Responsibilities. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing your Host Services. You are responsible for setting your price and establishing rules and requirements for your AireStop. You must describe any and all fees and charges in your Profile description and may not collect any additional fees or charges outside the AireStop Platform except those agreed with us. Do not encourage Guests to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the AireStop Platform.

9. Hosting as a Team or Organisation. If you work with a co-host or host as part of a team, business or other organisation, the entity and each individual who participates in providing Host Services, is responsible and liable as a Host under these Terms. If you accept terms or enter into contracts, you represent and warrant that you are authorised to enter into contracts for and bind your team, business or other organisation, and that each entity you use is in good standing under the laws of the place where it is established. If you perform other functions, you represent and warrant that you are authorised to perform those functions. If you instruct AireStop to transfer a portion of your payout to a co-host or other Hosts, or send payments to someone else, you must be authorised to do so, and are responsible and liable for the payment amounts and accuracy of any payout information you provide.

10. Cancellations and Travel Issues. As a host, you should not cancel on a Guest without a valid reason or applicable law. If you cancel on a Guest without such a valid reason, we may impose a penalty fee or other consequences. If a Guest, through no fault of their own or as a consequence of your actions, is unable to complete their stay, or requests and receives a refund after you have already been paid, or the amount of the refund and other costs incurred by AireStop exceeds your payout, AireStop may recover that amount from you, including by offsetting the refund against your future payouts.

11. Host Taxes. As a host, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit or include in your price any applicable VAT or other indirect taxes, occupancy taxes, tourist, income or other taxes ("Taxes").

11.1 Tax Information. In certain jurisdictions, Tax regulations may require that we collect and/or report Tax information about you, or withhold Taxes from payouts to you, or both. If you fail to provide us with documentation that we determine to be sufficient to support any such obligation to withhold Taxes from payouts to you, we may withhold payouts up to the amount as required by law, until sufficient documentation is provided. You agree that AireStop, or any chosen payment partner, may issue on your behalf invoices or similar documentation for VAT, GST, consumption or other Taxes for your services to facilitate accurate tax reporting by our Guests and their organizations.

12. Sign Shop and Signage. In the interest of making the setup and management of your Aire easier, we provide a sign printing service, easily accessed at any time through your Host Hub.

12.1 Free Sticker Sign. When you register an AireStop you are entitled to a free vinyl sticker sign. To claim your free sign you must select this option through the Sign Shop in your Host Hub. You are entitled to a maximum of one free sticker sign per Aire. The sign value cannot be refunded or transferred.

12.2 Orders, Refunds, Returns and Cancelations. All Signs are printed on a per order basis, with no minimum order requirement and no maximum order limit.

Signs fall into two categories; Unique and General:

Unique signs are signs that are unique to your Aire and/or Profile, or printed by special request. A refund will only be issued for a Unique sign if it has arrived in a damaged or unusable condition, or if the print quality is agreed to be unacceptable. A refund will not be issued where an error has been made on your account (ie. misspelling of the Aire name). Unique signs cannot be returned and any cancellation or amendment to an order must be made at the earliest opportunity and no later than 24 hours from the point of confirmed payment.

General Signs are signs that have no unique tie to your Aire. A refund will only be issued for a General sign if it has arrived in a damaged or unusable condition, or if the print quality is agreed to be unacceptable. General signs can be returned within 14 days from the order date and any cancellation or amendment to an order must be made at the earliest opportunity and no later than 24 hours from the point of confirmed payment. For returned signs, you will be entitled to a full refund, minus any admin and delivery fee.

12.3 Special Requests. If you require a sign that is not listed in the Sign Shop, contact us at hello@airestop.co.uk and we can work with you to meet your requirements.

12.4 Installation. It is your responsibility to ensure that signs are installed safely and securely to avoid damage to any persons or property. AireStop may issue guidance on installation methods, however, this is only guidance and may not be suitable for every application. **AireStop is not liable for any accident, injury or damage caused by signage supplied by us, regardless of whether our installation guide was followed or not. Installation work should be carried out and inspected by an appropriate professional.**

General Terms

13. Content. Parts of the AireStop Platform enable you to provide text, photos, audio, video, information and other content (“**Content**”). By providing Content, in whatever form and through whatever means, you grant AireStop a non-exclusive, worldwide, royalty-free, sub-licensable and transferable license, for the term of the protection of the rights so licensed, to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Content to provide and/or promote the AireStop Platform, in any media or platform, known or unknown to date and in particular on the Internet and social networks. If Content includes personal information, such Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our Privacy Policy. Where AireStop pays for the creation of Content or facilitates its creation, AireStop may own that Content, in which case supplemental terms or disclosures will say that. You are solely responsible for all Content that you provide and warrant that you either own it or are authorised to grant AireStop the rights described in these Terms. You are responsible and liable if any of your Content violates or infringes the intellectual property or privacy rights of any third party. Content must not be, among other things, discriminatory, obscene, harassing, deceptive, violent and illegal content. You agree that AireStop may make available services or automated tools to translate Content and that your Content may be translated using such services or tools.

14. Fees. AireStop may charge fees (and applicable Taxes) to Hosts and Guests for use of the AireStop Platform. Fees are charged at a rate of 9.9%, with a minimum payment value of £3. Except as otherwise provided on the AireStop Platform, service fees are non-refundable. AireStop reserves the right to change the service fees at any time, and will provide Users notice of any fee changes before they become effective. Fee changes will not affect bookings made prior to the effective date of the fee change. If you disagree with a fee change you may terminate this agreement at any time.

15. AireStop Platform Rules. You must follow these rules and must not help or induce others to break or circumvent these rules.

- Act with integrity and treat others with respect
 - Do not lie, misrepresent something or someone, or pretend to be someone else.
 - Be polite and respectful when you communicate or interact with others.
 - Do not discriminate against or harass others.
- Do not scrape, hack, reverse engineer, compromise or impair the AireStop Platform
 - Do not use bots, crawlers, scrapers or other automated means to access or collect data or other content from or otherwise interact with the AireStop Platform.
 - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the AireStop Platform or Content.

- Do not decipher, decompile, disassemble or reverse engineer any of the software or hardware used to provide the AireStop Platform.
- Do not take any action that could damage or adversely affect the performance or proper functioning of the AireStop Platform.
- Only use the AireStop Platform as authorised by these Terms or another agreement with us
 - You may only use another User's personal information as necessary to facilitate a transaction using the AireStop Platform as authorised by these Terms.
 - You may use Content made available through the AireStop Platform solely as necessary to enable your use of the AireStop Platform as a Guest or Host.
 - Do not use Content unless you have permission from the Content owner or the use is authorised by us in these Terms or another agreement you have with us.
 - Do not request, make or accept a booking or any payment outside of the AireStop Platform to avoid paying fees, taxes or for any other reason.
 - Do not require or encourage Guests to open an account, or otherwise interact, with a third party website, application or service before, during or after a booking, unless authorised by AireStop.
 - Do not use, copy, display, mirror or frame the AireStop Platform, any Content, any AireStop branding, or any page layout or design without our consent.
- Honour your legal obligations
 - Understand and follow the laws that apply to you, including privacy and data protection.
 - If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorised to do so, and (iii) authorise us to process that information under our Privacy Policy.
 - Read and follow our Terms and Policies.
 - Do not organise or facilitate unauthorised parties or events. You are responsible and liable for any party or event during any booking.
 - Do not use the name, logo, branding, or trademarks of AireStop or others without permission.
 - Do not use or register any domain name, social media handle, trade name, trademark, branding, logo or other source identifiers that may be confused with AireStop branding.
 - Do not offer Services that violate the laws or agreements that apply to you.
 - Do not offer or solicit prostitution or participate in or facilitate human trafficking.

15.1 Reporting Violations. If you believe that a User, Profile or Content poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting AireStop. In addition, if you believe that a User, Profile or Content has violated these Terms, you should report your concerns to AireStop. If you

reported an issue to local authorities, AireStop may request a copy of that report. Except as required by law, we are not obligated to take action in response to any report.

15.2 Copyright Notifications. If you believe that Content on the AireStop Platform infringes copyrights, please notify us at hello@airestop.co.uk.

16. Termination, Suspension and other Measures.

16.1 Term. The agreement between you and AireStop reflected by these Terms remains in effect until either you or we terminate the agreement in accordance with these Terms.

16.2 Termination. You may terminate this agreement at any time by sending us an email or by deleting your account. AireStop may terminate this agreement for any reason by giving you 30 days' notice via email or using any other contact information you have provided for your account. AireStop may also terminate this agreement immediately and without prior notice and stop providing access to the AireStop Platform if (i) you materially breach these Terms (ii) you violate applicable laws, or (iii) such action is necessary to protect the personal safety or property of AireStop, its Users, or third parties (for example in the case of fraudulent behavior of a User), or (iv) your account has been inactive for more than two years.

16.3 User Violations. If (i) you breach these Terms (ii) you violate applicable laws, regulations or third party rights, (iii) AireStop otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings without a valid reason, or (vii) such action is necessary to protect the personal safety or property of AireStop, its Users, or third parties, AireStop may:

- suspend or limit your access to or use of the AireStop Platform and/or your account;
- suspend or remove Profiles, or other Content;
- cancel bookings; or
- suspend or revoke any special status associated with your account.

In case of non-material violations or where otherwise appropriate, you will be given notice of any intended measure by AireStop and an opportunity to resolve the issue, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Users or third parties, or (iii) contravene applicable laws.

16.4 Legal Mandates. AireStop may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body.

16.5 Effect of Termination. If you are a Host and terminate your AireStop account, any confirmed booking(s) will be automatically cancelled and your Guests will receive a full

refund. When this agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the AireStop Platform has been limited, or your AireStop account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the AireStop Platform through an account of another User.

17. Modification of these Terms. AireStop may modify these Terms at any time. When we make changes to these Terms, we will post the revised Terms on the AireStop Platform and update the “Last Updated” date at the top of these Terms. If you disagree with the revised Terms, you may terminate this agreement immediately. If you do not terminate your agreement before the date the revised Terms become effective, your continued access to or use of the AireStop Platform will constitute acceptance of the revised Terms.

18. User Accounts. You must register an account to access and use many features of the AireStop Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the AireStop Platform under the laws of the United Kingdom, your place of residence, or any other applicable jurisdiction. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You must immediately notify AireStop if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. You are responsible and liable for activities conducted through your AireStop Account, unless such activities are not authorised by you and you are not otherwise negligent (such as failing to report the unauthorised use or loss of your credentials). If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.

19. Disclaimer. We do not endorse or warrant the existence, conduct, performance, safety, quality, legality or suitability of any Guest, Host, Host Service, Profile or third party and we do not warrant that verification, identity or background checks conducted on Users (if any) will identify past misconduct or prevent future misconduct. Any references to a User being "verified" (or similar language) indicate only that the User, Profile or Aire has completed a relevant verification or identification process and nothing else. We are not responsible for outages or disruptions of the Internet and telecommunications infrastructure which are beyond our control and can lead to interruptions in the availability of the AireStop Platform. AireStop may, temporarily and under consideration of the Users' legitimate interests

(e.g. by providing prior notice), restrict the availability of the AireStop Platform or certain features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the AireStop Platform.

20. Liability. AireStop is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors, or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life, limb, or health. For any negligent breaches of essential contractual obligations by us, our legal representatives, directors, or other vicarious agents AireStop's liability is limited to the typically occurring foreseeable damages. Essential contractual obligations are such duties of AireStop in whose proper fulfilment you regularly trust and must trust for the proper execution of the contract. Any additional liability of AireStop is excluded.

21. Indemnification. To the maximum extent permitted by applicable law, you agree to release, defend (at AireStop's option), indemnify, and hold AireStop (including other affiliates, and their personnel) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms, your improper use of the AireStop Platform, (ii) your interaction with any User, stay at an Aire, participation in Host Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iii) your failure, or our failure at your direction, to accurately report, collect or remit Taxes, or (iv) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights. The indemnification obligation only applies if and to the extent that the claims, liabilities, damages, losses, and expenses have been adequately caused by your culpable breach of a contractual obligation.

22. Interpreting these Terms. Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms constitute the entire agreement between AireStop and you pertaining to your access to or use of the AireStop Platform and supersede any and all prior oral or written understandings or agreements between AireStop and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and AireStop.

22.1 No Waiver. AireStop's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

22.2 Notice. Any notices or other communications to Users, permitted or required under this agreement, will be provided electronically and given by AireStop via email, AireStop Platform notification, or messaging service (including SMS).

22.3 Third-Party Services. The AireStop Platform may contain links to third-party websites, applications, services or resources (“**Third-Party Services**”) that are subject to different terms and privacy practices. AireStop is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement.

22.4 Stripe Terms. AireStop utilises the payment provider Stripe to facilitate payment, billing and other features on our platform. Your use of these features are subject to the [Stripe Terms of Use](#).

22.5 Google Terms. Some areas of the AireStop Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

22.6 AireStop Platform Content. Content made available through the AireStop Platform may be protected by copyright, trademark, and/or other laws of the United Kingdom and other countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of AireStop Limited and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Content accessed through the AireStop Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, AireStop grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view the Content made available on or through the AireStop Platform and accessible to you, solely for your personal and non-commercial use.

22.7 Force Majeure. AireStop shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labour or materials.

22.8 Emails and SMS. You will receive administrative communications from us using the email address or other contact information you provide for your AireStop account. Enrollment in additional email subscription programs will not affect the frequency of these administrative emails.

22.9 Contact Us. If you have any questions about these Terms please email us at hello@airestop.co.uk.