

TERMS & CONDITIONS

1. Rental Agreement

1.1 Subject to the terms of this Agreement, the Company agrees to hire the Vehicle to You and You agree to hire the Vehicle from the Company for the Hire Period. You may only use the Vehicle for the duration of the Hire Period. If the Company grants its consent to an extension of the Hire Period, the Return Date shall be extended to the time originally stated on the last day ('The Extended Return Date'). If you fail to return the Vehicle on the Return Date without prior consent of the company, the Company may treat the Vehicle as stolen and may report to the authorities without any liability to You whatsoever.

1.2 You acknowledge and agree that the Vehicle is delivered to you in good operating and roadworthy condition, without any damage or defects (mechanical or otherwise) other than those noted on the Condition Diagram (which you also acknowledge accurately reflects the condition of the vehicle at the time you take possession of it.). You must return the Vehicle to the Return Location on the Return Date in the same condition as it is in at the Commencement Date, fair wear and tear excepted (other than windscreen or tire rim damage). Despite anything herein to the contrary, however, and without the prejudice to its other rights, the Company may retake Possession of the Vehicle without prior demand and at your expense if you breach this agreement, or if the Vehicle is illegally parked, used in violation of any law or is in the Company's opinion apparently abandoned. If Possession is retaken, any unexpired part of the Hire Period will thereupon be extinguished without any refund to you.

2. Charges and Bond

2.1 When booking, and before taking Possession of the Vehicle credit card details are required by the Company in place of a bond. Notwithstanding anything to the contrary in this Agreement, the Company is hereby irrevocably authorized to keep this Bond in lieu of any moneys that become payable by You pursuant to this Agreement.

2.2 You agree to pay on demand:

(a) Rental charges

(b) The excess amount in respect of each incident resulting in damage to or loss of the vehicle, its accessories or any property left stored or transported in or upon the Vehicle, save to the extent that such damage or loss arises from the actions of the Company.

(c) All fines, charges, tolls, border crossing fees and court costs incurred in relation to the Vehicle by You or the Company from the commencement of the rental until the vehicle is returned to the Company, except where caused through the fault of the Company.

2.3 No refunds will be given for cancellations or early returns.

2.4 A £50 cleaning fee will be charged if the vehicle is not returned Clean and ready for the next customer. And an additional £150 cleaning fee will be charged as a compulsory fee if it is discovered that a pet has traveled in the vehicle.

3. You acknowledge that:

3.1 The Company has no liability in respect of any injury, loss or damage arising from the use of the vehicle, nor shall the Company be liable for any indirect loss or damage, or, in the case of consumers, damage which was not foreseeable by both parties.

3.2 The Company shall not be liable for damages arising from defects or mechanical failures which are not attributable to any breach of the manufacturer's warranty implied by law to take reasonable care or exercise reasonable skill.

4. During the Hire Period, You shall keep the vehicle and its accessories in your (or any approved driver's) possession and shall not allow a third party to take possession of the vehicle or its accessories and when not in use You shall keep the vehicle and its accessories adequately protected and secured.

5. You and any driver specifically approved shall ensure that the Vehicle will not be used:

(a) for hire or reward.

(b) for racing, pace making, rallying, speed testing, driving tuition or similar purposes or for propelling or towing any vehicle, trailer or other object.

(c) in any manner which might render void the insurance policy, or other contract of insurance.

(d) for any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction.

(e) by any person who: (i) is not licensed to drive the vehicle. (ii) is under 21 years of age or over 70. (iii) is under the influence of drink or drugs. (iv) has given a fictitious name, or address. (v) has not been approved by the Company as a driver. (vi) has been convicted of a motoring offence the details of which have not been disclosed in writing to the Company at the commencement of the hire.

(f) outside England, Wales, Ireland or Scotland without prior consent of the Company.

(g) If travel outside of the UK has been pre-approved by the Company you acknowledge that the vehicle must only be driven in permitted European countries as determined by the Company and their Insurers. Taking the vehicle outside of these countries is at your own risk and you will therefore be liable for all costs associated.

6. You shall compensate the Company in full on demand for any loss it suffers as a result of any damage, fire or theft to or of the vehicle including loss of revenue to the Company for the period during which the vehicle shall remain unavailable for rental by reason of such matters and any claims made by any persons in respect of the vehicle whilst it is in Your custody. This clause shall not apply to any loss caused by or the responsibility of the Company.

7. You and any driver specifically approved shall:

(a) inform the Company of any loss, damage or fault developing in the vehicle as soon as You become aware of the loss, damage or fault.

(b) indemnify the Company against loss as is recoverable at law where that loss is incurred by reason of a breach of this Agreement by You or any approved driver.

(c) ensure that maximum payload and individual axle plated weights are not exceeded.

8. You and any driver specifically approved shall not:

(a) without prior consent of the Company incur any liability for repairs to the Vehicle.

(b) make any claim for loss of or damage to any property left stored or transported in or upon the Vehicle unless due to our negligence.

9. You are responsible for payment of the excess amount stated on the Vehicle Rental Agreement where the loss of or damage to the vehicle or its accessories arises from the negligent or willful action of You or any approved driver.

10. General Provisions:

10.1 You release and hold harmless the Company (and its agents and employees) from all claims for loss or damage to your personal property, or that of any other person whose property is left in the Vehicle, or which is received, handled or stored by the Company at any time before, during or after the Entire Period, whether due to the Company's negligence or otherwise.

10.2 Except as provided by law, and then only to the extent that any such obligation cannot be excluded: no part of any moneys paid or payable by You pursuant to this Agreement is refundable

10.3 The exercise of any of the Company's rights hereunder shall in no way limit, restrict or prejudice the Company's ability to exercise any of its other rights, remedies and powers whether contractual, statutory or common law in nature, and whether legal or equitable.

10.4 No right of the Company under this Agreement nor any of Your obligations hereunder may be waived except in writing by a director or solicitor of the Company.

10.5 Where any dispute arises between the Company and the Hirer as to any date or amount or the existence of any fact (including any breach) for the purposes of any provision of this Agreement, a certificate signed by any one of the directors, attorneys, solicitors or secretary for the time being of the Company stipulating the same shall be conclusive evidence thereof unless You prove the contrary.

10.6 Should any term, covenant, condition, provision, stipulation or restriction herein contained be or become illegal or unenforceable then in such case this Agreement shall be read and construed as if such term, covenant, condition, provision, stipulation or restriction as the case may be had been severed from the beginning and the remaining part of this Agreement shall remain in full force and effect.

10.7 This agreement is governed by and construed in accordance with the Laws of England. All disputes arising out of or in connection with the agreement shall be subject to the exclusive jurisdiction of the English Courts..

11. Definitions and Interpretations:

11.1 Unless the context otherwise requires, in this Agreement the following words shall have the meanings ascribed to them:

'Area of use' means any one or more of the areas identified on the face of the Vehicle Rental Agreement, 'Commencement Date' means the date and time noted in the 'Out' section on the face hereof, 'Company' means Wicked Campers Ltd, 'Condition Diagram' means the motor vehicle diagram on the face hereof for the purposes of recording any damage or defects in the Vehicle at the time You take Possession of it, 'Daily Hire Charge' means the amount noted as such on the face hereof, 'Details' means full name, address related to your driving license, date of birth, phone number, email address, licence number and licence expiry date, 'Hire Period' means the period commencing on the Commencement Date and terminating on the Return Date, 'Hirer' means a person who has personally (a) Attended at the Rental Location (b) presented a copy of his or her Driver's licence to the company's representative who signs this agreement on behalf of the company, and (c) signed the acknowledgement at the foot of the face hereof; 'Keys' means any and all keys relating to the Vehicle and delivered to You by a representative of the Company; 'Liability Charge' means the amount noted as such on the face hereof; 'Possession' means any degree of possession and includes actual custody and lawful, legal and constructive possession; 'Rental Location' means the premises from which you take Possession of the Vehicle at the commencement of the Total Hire Period; 'Return Date' means the time and date noted in the 'Due In' section on the face hereof or the Extended Return Date as the case may be; 'Return Location' means the premises nominated as such on the face hereof, and in the absence of any such nomination, means the Rental Location; 'Third Party' means any person other than You or The Company, 'Total Hire Period' means the Hire Period and includes each day thereafter until the Vehicle is physically returned to the return location, 'Unauthorized Person' means any one or more of the following persons: (a) A person who is not a Hirer, (b) A person who is not licensed for the class of vehicle to which the Vehicle belongs (whether or not such person is a Hirer), (c) A person whose blood alcohol concentration exceeds the lawful percentage, (d) A person whose driver's licence has been cancelled, endorsed or suspended within the last three years or who is otherwise on a probationary licence (whether or not such person is a Hirer), (e) A person who has held a driver's licence for less than two years (whether or not such person is a Hirer), or (f) A person who has not inserted his or her full Details on the face hereof (whether or not such person was otherwise intended to be a Hirer), 'Vehicle' means the motor vehicle identified on the face of this document and includes all accessories, tolls, tires and equipment affixed (permanently or otherwise) thereto or contained therein and any replacement motor vehicle, 'You' means the Hirer hereunder.