

# Wicked Campers Rental Conditions



When you sign the Rental Agreement on picking up a Wicked van you accept the conditions set out herein.

## 1. Cancellation Policy

**1.1** No refunds. 2WD, 4WD & AWD Vehicle Cancellations: No refunds. There is no refund for late pick up or early return. This policy is subject to any rights you have under any law to the contrary to the extent stated in our Vehicle Rental Agreement.

**1.2** Should you shorten your hire duration on or after the day of pick up, or are late collecting the vehicle, Wicked Campers are unable to refund any unused days and may charge late fees. If you choose to alter your booking after you have initially booked Wicked Campers reserves the right to update/revise the rates offered. Wicked Campers reserves the right to cancel or move bookings with 14 days notice. If Wicked Campers is forced to cancel your booking within 14 days of the start of your hire due to any reason we will refund your deposit and any other monies taken. Wicked Campers will not refund or be liable for any other costs to the hirer. You should ensure that you have the highest level of travel insurance to cover all eventualities.

## 2. Hire Period, KM Allowance and Extensions

**2.1** The Minimum Hire Period for every hire is 3 Days. Rental days are charged by calendar day periods. Each hire includes a KM allowance of 160kms per day (any additional kms travelled will be charged at the end of hire at a rate of €/£ 0.13 per km). Hirer can increase their KM allowance when booking by considering the following options:

**Option 1:** 160kms Per Day (included with Hire)

**Option 2:** 320kms Per Day Allowance (€/£ 10 Per Day)

**Option 3:** Unlimited KM Allowance (€/£ 20 Per Day)

Any additional kms travelled will be charged at the end of hire at a rate of €/£ 0.13 per km. All fees and charges are subject to a 5% Booking & Administration Fee. All prices for hires originating in European Union locations are in Euro (€) and British Pounds (£) in hires originating in the United Kingdom.

**2.2** Subject to the terms of this Agreement, Wicked Campers agrees to hire the Vehicle to You and You agree to hire the Vehicle from Wicked Campers for the Hire Period. You may only use the Vehicle for the duration of the Hire Period as stated on your Rental Agreement. If Wicked Campers grants its consent to an extension of the Hire Period, the Return Date shall be extended ('The Extended Return Date') and the extension fee must be paid for immediately via credit or debit card if your hire has already started. Wicked Campers will send you written confirmation via email of your extension confirmation. If the vehicle is not available for the extended period, it must be returned at the original time and date specified on the Rental Agreement otherwise this will result in a lapse of damage cover and late fees for unauthorised use. Wicked Campers reserves the right to charge the authorised additional time at the full daily hire rate. For info concerning unauthorised extension costs see 3.4. '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.

## 3. Picking up and Returning the van

**3.1** When you collect the Vehicle you are required to bring your drivers license and a secondary form of ID showing your correct address (bank statement/utility bill dated within last 60 days etc.). All drivers must be aged 21 or over when hiring a Wicked Camper & must have a valid full driver's license. At the time of rental the driver must present his/her current national driving license issued for at least one year.

**The International Driving Permit (IDP)** is required if the national driving license is not written in Latin characters. The International Driving Permit is mandatory by law for all renters not belonging to the European Union. The International Driving Permit translates the national driving license into several languages and must always be accompanied by a national driving license.

**Exceptions:** Renters from the following countries can hire a campervan using their own national driving license and passport: Argentina, Australia, Bolivia, Brazil, Canada, Colombia, Israel, Mexico, New Zealand, South Africa and the United States.

Italian citizens holding the new European driving license and / or driving document without the address of residence must present a valid identity document from which the residence address can be deduced.

Driving licenses issued in Vietnam must be accompanied by a notarial translation issued by the Vietnamese Ministry of Transport to be accepted anywhere.

Failure to present the International Driving Permit to a Police check could result in a fine and a possible seizure of the vehicle for 3 months. In this case, Wicked Campers reserves the right to charge the customer the amount of the non-refundable compensation penalty applicable for the rented vehicle.

**3.2** Collection of the Vehicle should be within 30 minutes of your arranged pick-up time as shown on the Booking confirmation unless we are advised otherwise, in advance, by You. 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 on the Rental Agreement (which you also acknowledge accurately reflects the condition and cleanliness of the vehicle at the time you take possession of it).

**3.3** 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 tyre damage). You must also return the Vehicle in a clean and presentable state for the next hire including all cutlery, utensils and van equipment. Failure to do so will result in a minimum €/\$100 charge. If Wicked Campers have agreed that you may return the vehicle outside of business hours, you will remain responsible for the vehicle, its accessories, and its condition until it is re-inspected by a member of staff on the next working day. Despite anything herein to the contrary, however, and without the prejudice to its other rights, Wicked Campers 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 Wicked Camper's opinion, apparently abandoned. If Possession is retaken, any unexpired part of the Hire Period will thereupon be extinguished without any refund to you.

**3.4** Additionally, if you fail to return the Vehicle on the Return Date without prior consent of Wicked Campers, Wicked Campers may treat the Vehicle as stolen and may report this to the authorities. If you do not bring back the vehicle on time or drop it at the wrong location you are breaking the conditions of this agreement. Wicked Campers may charge you for each additional day at the minimum rate of €120 per day (£120 in London & Edinburgh) until the vehicle is returned. You may be charged for any additional costs that Wicked Campers incurs as a result of the vehicle not being returned in time or any additional costs Wicked Campers incur as a result. If the vehicle is considered to be abandoned by Wicked Campers then Wicked Campers reserve the right to charge you €/\$ 120 per day until the vehicle is returned, intact, with all keys returned to Wicked Campers. If you return the Vehicle to any other location than the agreed location, repatriation costs will be charged to you. Note that all bookings are priced in Euros (€), except hires originating in London or Edinburgh (£GBP).

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## 4. Wicked Campers Damage Cover

Wicked Campers Liability Reduction Options are not a substitute for Travel Insurance. Wicked Campers strongly recommends that all hirers take out the highest level of travel insurance with their travel provider when visiting the United Kingdom & Europe.

Damage cover is available subject to the terms of our Vehicle Rental Agreement. This means that we indemnify renters against loss and damage that renters sustain as a result of an incident whilst a permitted driver is driving the rented Wicked vehicle. However, we will only do this if you have complied with the terms of our Vehicle Rental Agreement and the EXCLUSIONS listed in this document and you have paid the applicable amounts set out in the Diagram above within the timeframes set out in the Hirer Vehicle Rental Agreement.

Should you choose to take 'Standard Liability' your credit card will be charged for the total amount of the Bond. A 5% Administration and Contract Fee Applies to Damage Cover.

**4.1 Liability Reduction B entitlements:** By purchasing Liability Reduction B, the hirer is entitled to the following:

- (a) Up to 4 x Extra Drivers
- (b) 4 x Tyres
- (c) 1 x Front Windscreen

**4.2 Terms & Conditions of Damage Cover:** Wicked Campers Damage Cover Options are subject to the Terms & Conditions of the hirers Vehicle Rental Agreement and will become null and void as cover in the event the Agreement is breached.

A Breach of the Hirer Vehicle Rental Agreement can include, but is not exclusive to the scenarios described in 4.2.1:

**4.2.1 Incidents involving Dangerous Driving:** Incidents involving Dangerous Driving are recognised as a Breach of the Terms and Conditions of the Hirer Vehicle Rental Agreement. Damage as identified below is specifically excluded from any Liability Reduction Cover (unless otherwise stated below) and the customer remains fully liable for all repair and recovery costs incurred:

- (a) Speeding
- (b) Driving while intoxicated
- (c) Driving Highways or any rural areas after sunset/before sunrise
- (d) Falling asleep at the wheel or fatigue
- (e) Single-vehicle incident
- (f) Single-vehicle rollover
- (g) Incidents involving animals

All recovery fees and repair costs are to be borne by the hirer if any of the abovementioned factors are involved in an incident.

### 4.2.2 Incidents and Breakdowns on Unsealed Roads

Recovery fees for breakdowns and incidents on unsealed roads are not covered under the terms and conditions of Liability Reduction Cover or the Hirer Vehicle Rental Agreement. NOTE: No vehicles are permitted on unsealed roads at any time.

### 4.2.3 Exclusions under Wicked Campers Damage Cover

Liability Reduction B DOES NOT protect the hirer from all liability. The hirer acknowledges that they are responsible for all repair and recovery costs for the following damage irrespective of the Liability option that may have been taken:

**(a) Stationery Incidents:** Any damage sustained while the vehicle is stationery, unless there is another vehicle involved that has been identified and reported to the police. The hirer has a duty to park the vehicle in safe areas when not in use.

**(b) Reversing vehicles:** Any damage incurred while reversing.

**(c) Animals:** The hirer will be solely responsible for the payment of any damage and or recovery costs resultant from incidents involving animals.

**(d) Night Time Driving:** Any damage sustained AFTER SUNSET and BEFORE SUNRISE outside of major cities and towns.

**(e) Roof/Underbody Coverage:** Any damage to roof/underbody of our vehicles. This includes damage sustained to Rooftop Tents.

**(f) Tyres/Windows:** All damage sustained to windows & tyres is not covered unless Liability Reduction B is purchased (Liability Reduction B offers coverage of 4 x Tyres and 1 x Front Windscreen ONLY).

**(g) Theft, Fire and Break-In:** Any damage/loss resultant from theft, fire or Break-in. Wicked Campers does not offer compensation for loss of any personal items.

**(h) Water Damage:** Any damage sustained from river crossings, flooding, beach driving or contact with salt water.

**(i) Outside Agreed Area of Use:** Damage sustained outside the agreed upon Area of Use as stipulated on the Hirer Vehicle Rental Agreement.

**(j) Keys:** Costs associated with the retrieval of keys which have been locked in the vehicle and/or recovery of broken, lost or stolen keys are to be borne by the hirer.

**(k) Incorrect Fuel:** Damage sustained as a result of incorrect use of fuel.

**(l) Drivers:** Any drivers not identified on the Hirer Vehicle Rental Agreement or in possession of a suspended/cancelled license will not qualify for any Liability Coverage.

**(m) Towing & Recovery:** All costs will be at hirer expense, unless authorised by senior management.

**(n) Dangerous Driving:** Damage caused as a result of dangerous driving. Dangerous driving is constituted by, but not limited to speeding, driving while intoxicated, fatigue, single-vehicle incidents, single-vehicle rollover.

**(o) Negligence:** The hirer will be responsible for reparation & recovery fees if the vehicle is damaged while being used in a negligent manner.



**4.2.4 Liability Reduction B and Incidents involving other vehicle/s:** Incidents involving other vehicle/s must be reported immediately. If other vehicle/s are involved and details of these vehicles (and their drivers) are not identified and reported, Liability Reduction Option B will be voided and the hirer will be liable for the full cost of repairs and recovery.



**4.2.5 Compensation for Unused Fuel:** If the hirer is permitted to swap vehicles after a breakdown or incident, there will be no compensation offered for unused fuel.

**4.2.6 Security Bond: ALL BOND REFUNDS WILL TAKE UP TO 30 BUSINESS DAYS.** Depending on the Damage Cover option selected, a bond may be required at time of collection. Only a valid credit card will be accepted – our depots do not accept cash as any form of payment. An administration fee equal to the merchant service fee will apply to all Liability Reduction Options.

If Vehicle and extra equipment are in an acceptable condition upon return to the contracted depot, bonds will be returned via our accounts department, unless the vehicle has been in or reported to have been in an accident. PLEASE NOTE: Bond refunds can take up to 30 Working Days to process.

Our depots do not keep cash overnight and are unable to refund bonds as cash. Any bonds from a bank account (ie not credit) due for return will be transferred to a bank account nominated by the hirer. Any bank fees associated with this are to be borne by the hirer.

Driver Age 21-24 Options		Daily Charge	Bond / Liability
 <b>Standard Liability</b> Bond required €1,500 (£1,500 in UK). This amount is held for the entire length of hire. It will be refunded within 30 business days after vehicle has been returned in satisfactory condition.	EU	€13	€1,500
	UK	£13	£1,500
 <b>Liability Reduction B</b> Reduce your Bond amount from €1,500 (£1,500 in UK). to €0* (£0* in UK). 95% of Hirers select this option. <ul style="list-style-type: none"> <li>✓ Front Windscreen</li> <li>✓ 4 x Tyres</li> <li>✓ Roadside Assistance*</li> <li>✓ Up to 4 Additional Drivers Included</li> <li>✓ No Charge for Foreign Licenses</li> </ul>	EU	€23	€0*
	UK	£23	£0*

Driver Age 25+ Options		Daily Charge	Bond & Liability
 <b>Standard Liability</b> Bond required €1,000 (£1,000 in UK). This amount is held for the entire length of hire. It will be refunded within 30 business days after vehicle has been returned in satisfactory condition.	EU	€10	€1,000
	UK	£10	£1,000
 <b>Liability Reduction B</b> Reduce your Bond amount from €1,000 (£1,000 in UK) to €0* (£0 in UK). 95% of Hirers select this option. <ul style="list-style-type: none"> <li>✓ Front Windscreen</li> <li>✓ 4 x Tyres</li> <li>✓ Roadside Assistance*</li> <li>✓ Up to 4 Additional Drivers Included</li> <li>✓ No Charge for Foreign Licenses</li> </ul>	EU	€20	€0*
	UK	£20	£0*

\*ALL BOND REFUNDS WILL TAKE UP TO 30 BUSINESS DAYS. All Liability amounts shown in the table above are subject to the Terms & Conditions and any exclusions listed in this document. All prices for hires originating in European Union locations are in Euro (€) and British Pounds (£) in hires originating in the United Kingdom.

## ROADSIDE CHARGES

All Wicked Campers come with Roadside Assistance. Please note that hirers will be liable for Costs in the event of human error and in the event that assistance is required for Tyre changes, Flat Battery & Lost / Locked Keys.

All costs for Towing & Recovery of Vehicles will be at hirer expense unless authorised by senior management.

## TOTALLY PROHIBITED

Wicked Campers Liability Reduction Options DO NOT COVER any damage incurred whilst attempting to Cross Water, Driving on Beach or Sand or when vehicle is being used outside contracted Area of Use.

If Wicked Campers finds evidence of use in prohibited area then Reparation and Recovery costs will be at the hirers expense.

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## 5. Theft and Loss

**5.1** You must look after the vehicle and the keys to the vehicle. Loss of keys will result in a charge of €/**£120** plus any courier/postage costs. Wicked Campers will post you replacement keys but will not be liable for reimbursing any loss of hire days due to this. You must always lock the vehicle when you are not using it.

**5.2** If you intend to leave the vehicle unattended for any extended period of time you must make sure it is in a secure parking area. In the event of the Vehicle being stolen or lost during the hire period you are liable for €/**£1000**. If it is discovered that you are negligent for the theft/loss Wicked Campers will demand the full cost of a replacement vehicle and the Rental Agreement will be terminated immediately. Negligence includes parking the vehicle in any Unsecure area for any length of time. If you are not at fault then you are still responsible for the €/**£1000** excess, however, Wicked Campers will provide you with a replacement vehicle, if available, within 2 weeks of the incident once the excess payment has been received. You will be required to travel to the closest Wicked Campers depot that has an available replacement Vehicle at your own cost. Wicked Campers will not cover the loss of any hire days in these circumstances.

**5.3** Personal effects should be covered under your own personal Travel Insurance policy. We strongly recommend that all customers obtain the highest level of travel insurance to cover any eventualities.

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## 6. Maintenance and Responsibility

**6.1** You must always protect the vehicle against bad weather which can cause damage. You must make sure that you use the correct fuel. You are responsible for damage and expenses incurred as a result of using incorrect fuel.

**6.2** It is your own responsibility to maintain oil and water levels, by checking and maintaining to full. It is advisable to do this at every fuel top-up, Wicked will refund you for any oil purchased if you supply the receipt but you are liable for the checking and maintaining of this. Failure to maintain appropriate fluid levels may result in engine damage, and will constitute a breach of your obligations under this Rental Agreement. Any damage incurred to the engine will be charged if you are discovered to be negligent.

**6.3** The Vehicle is provided to you with a full set of tyres in good condition. In the event that any of them is damaged for any reason other than normal wear and tear, you undertake to replace it immediately at your own expense with a tyre of the same dimensions, type and wear characteristics. Unless you have chosen Liability Reduction B where 4 tyres are included in the cover. You must contact our Roadside team before undertaking any work/replacement parts on our vehicles. In the Winter months Wicked Campers are not obliged to fit winter tyres to rental vehicles that will be taken to countries where they are a legal requirement. The responsibility for fitting special tyres to a vehicle, and for equipping it with any other motoring accessories required in a foreign country, rests with the driver.

**6.4** You must stop the Vehicle if any of the instrument panel warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if you become aware of anything else which may indicate the presence of a mechanical problem with the Vehicle. You must contact us immediately if there are any issues with the van. Requests for refunds/compensations will not be considered if you have not contacted us at all during your hire.

**6.5** You must bring the van back in a clean and presentable state and ready for the next customer to hire, a minimum €/**£150** cleaning fee will be charged if this is not adhered to. An additional €/**£180** cleaning fee will be charged if it is discovered that a pet has traveled in the vehicle without Wicked Campers prior consent and/or if the vehicle is returned in an unclean state after a pet has traveled in the vehicle.

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## 7. Roadside Assistance

**7.1** All Wicked Campers Vehicles come with Roadside assistance throughout the UK and Europe. Fees may apply for callouts for human error, eg. Lockout or lights left on, use outside of contracted area of use, or damage caused by negligence. Fees for excess towing and recovery may also apply at Wicked Camper's discretion.

**7.2** In the event of any mechanical difficulties, or any problems whatsoever with your Wicked Camper, it is important that you report this to Wicked Campers within 24 hours. Repairs can only be made after written or oral confirmation from and instructions given by Wicked Campers as well as prior acceptance by Wicked Campers of the estimation of costs. The fees and expenses of any repair undertaken without the authorisation of Wicked Campers will not be reimbursed to you.

**7.3** If you have Liability B and your vehicle is unavailable overnight due to being held in a mechanical repair shop you will be refunded for that nights hire. This only applies if the breakdown is through no fault of your own and Wicked Campers have been fully informed. For all out of pocket expenses, we recommend you take the highest level of travel insurance. We do not/cannot guarantee our vans and cannot guarantee a replacement vehicle. In the unlikely event that the vehicle cannot be fixed or replaced and the hire is cancelled we will refund the remaining days hire and assist you in reaching the nearest onward travel point. Again, this only applies if the breakdown is through no fault of your own.

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## 8. Accessories

**8.1** Accessories are defined as any optional extras you hire in addition to your Wicked Campervan. These currently include Sat navs only. Any charges relating to damage or failure of this equipment is completely independent of the Vehicle Damage Liability or excesses which refer to the vehicle only. All equipment is checked prior to despatch. The Hirer is to inspect the equipment upon pick up and notify Wicked Campers Ltd immediately of any defect. If no such notification is given then it will be presumed that the equipment is in good working order and fit for its purpose as required.

**8.2** The hirer will observe and adhere to all the instructions relating to the correct use of the equipment and keep it in a good condition. The hirer will be held entirely responsible for any subsequent loss or damage to the equipment resulting in failure to observe such instructions or failure to use the equipment in a proper manner. The hirer is responsible for the equipment until it has been received and checked back in by Wicked Campers Ltd. The hirer will be responsible for the replacement cost of any stolen, damaged or lost components of the unit or any repair. Wicked Campers Ltd accept no liability or responsibility for any damage to our failure of operation of the equipment due to any incompatibility with any other equipment used by the hirer and the hirer will be liable in this instance. Hirers should use the contact details given to them with the equipment for any help/assistance with the equipment.

**8.3** If any of the parts are lost, stolen or damaged the following replacement charges will be applied and will be exclusive of the Vehicle Damage and Vehicle Loss Excesses listed in section 4:

- TomTom UK/IE €/£ 149 (including all components)
- Sucker Pad €/£ 19.99 Charger €/£ 12.99

**8.4** In the event of any failure of the equipment the hirer shall immediately notify Wicked Campers Ltd. Should the equipment failure prove to be due to the misuse or the fault of the hirer in any way, Wicked Campers Ltd reserve the right to pass on the costs of repair charges to the hirer.

**8.5** The hirer will be responsible for the safe return of the equipment and all its component parts. The hirer will be responsible for the hire cost until such time as the unit and/or any missing components are returned.

**8.6** If you decide to cancel your accessory hire prior to picking up your Wicked Camper, you must notify Wicked Campers Ltd at least 7 days before your pick up date in order to avoid charges. Any cancellations within 7 days of your pick up date will incur the full cost of the equipment hire. Any cancellations or early drop offs once your hire has commenced will not be eligible for refunds.

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## 9. Price Match Guarantee and Specials

**9.1** If you find the same vehicle offered by any other independent camper van rental company at a cheaper rate prior to booking, we will do our very best to match it. Our price match guarantee only applies to quotes made with operators within the same country. Your collection point will affect your quote. You cannot compare prices for an airport pick up and a non-airport pick up. Our price match guarantee does not apply to promotional offers or to peak periods. From time to time we will offer low priced specials, often at the last minute. These specials are bound by the same Terms and conditions as all other hires. These specials are also for new bookings only.

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## 10. Charges and Bond

All hirers agree to pay:

(a) Rental charges and bond charges where applicable. All payments are taken in our specified currency (EUR € in hires originating in European Union or GBP £ in hires originating in United Kingdom) and will be refunded in that currency, so we advise customers to opt for a 'non-bond' damage cover option if this is of concern. All Rental Charges are subject to a 5% Booking & Administration Fee. If you are in any doubt about what will be charged please contact us at [info@wickedcampers.co.uk](mailto:info@wickedcampers.co.uk) before submitting a payment to avoid any confusion. We would always advise customers to make sure their account has more than enough to cover any payments as bank currency rates are usually quite different to those quoted on currency conversion websites.

(b) The excess or liability 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 Wicked Campers.

(c) You are liable for all fees, taxes, fines and penalties incurred in connection with the use of the Vehicle and for which Wicked

Campers is charged. You agree to pay all charges, tolls, border crossing fees and court costs incurred in relation to the Vehicle by You or Wicked Campers from the commencement of the rental until the vehicle is returned to Wicked Campers. You must pay the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will also be responsible for paying Wicked Campers reasonable administration charges.

(d) You will be liable for any offence committed during the rental period which relates in any way to your use of the Vehicle, as if you were the owner of the Vehicle. Upon the request of the Police or any official body Wicked Campers may have to transfer your personal data.

(e) Any charges arising from Customs and Excise seizing the vehicle, together with a loss of income charge whilst Wicked Campers cannot rent out the vehicle.

(f) Any charges resulting from dropping the van off at the wrong location and/or abandoning the vehicle without Wicked Campers authorisation.

(g) Cleaning charges as per point 6.5.

(h) In the event of any accident or incident during your hire, you agree that Wicked Campers Ltd can take and hold the applicable excess or bond amount if deemed necessary, until a resolution has been decided by Wicked Campers Insurers. If a 3rd party is involved and is then proven to be fully liable by Wicked Campers Insurers your excess payment will be returned. If the incident comes under the exclusions listed in 4.2.3 then the liability amount stated there will be taken and held until a resolution is reached.

(i) Any additional km charges accrued at conclusion of hire. Each hire includes a KM allowance of 160kms per day (any additional kms travelled will be charged at the end of hire at a rate of €/£ 0.13 per km). Hirer can increase their KM allowance when booking by considering the following options:

**Option 1:** 160kms Per Day (included with Hire)

**Option 2:** 320kms Per Day Allowance (€/£ 10 Per Day)

**Option 3:** Unlimited KM Allowance (€/£ 20 Per Day)

Any additional kms travelled will be charged at the end of hire at a rate of €/£ 0.13 per km. All fees and charges are subject to a 5% Booking & Administration Fee. Prices shown are EUR € in hires originating in European Union or GBP £ in hires originating in United Kingdom.

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## 11. Complaints

**11.1** Wicked Campers aim to resolve any complaints within 28 days of receipt. Complaints must be made in writing to: Wicked Campers Ltd, 139 Lower Marsh, Lambeth, London SE1 7AE. Complaints will only be handled if received within 28 days of the hire period ending.

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## 12. Liability & Loss:

You acknowledge that 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.

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.

### 12.1. You and any driver specifically approved shall:

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

(b) Indemnify Wicked Campers 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 and that height restrictions are observed.

### 12.2 You and any driver specifically approved shall not:

(a) Without prior consent of Wicked Campers incur any liability for repairs to the Vehicle. If Wicked Campers authorise someone to work on the Vehicle for specified repairs then Wicked Campers will only refund the cost of this pre-authorised amount with a valid receipt.

(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.

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## 13. Use of the Vehicle

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 your damage cover policy, or other breach of the Rental Agreement.

(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 Wicked Campers as a driver. (vi) has been convicted of a motoring offence the details of which have not been disclosed in writing to Wicked Campers at the commencement of the hire. (vii) has not held their full licence for at least one year unless Wicked Campers have pre-approved ahead of their hire.

(f) Outside England, Wales, Ireland or Scotland without prior consent of Wicked Campers. If travel outside of the UK has been pre-approved by Wicked Campers you acknowledge that the vehicle must only be driven in permitted European countries as determined by Wicked Campers and their Insurers. Taking the vehicle outside of these listed countries is at your own risk and you will therefore be liable for all costs associated. For all mainland European travel, Wicked Campers recommend purchasing a VOH certificate to facilitate crossing these borders with ease. Note that the VOH certificate must be pre-ordered from Wicked Campers as we require several days notice to produce one (times vary dependent on your pick up location). Wicked Campers are not liable for any costs incurred if you are refused entry to any of the approved countries.

You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.

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## 14. General Provisions

(a) You release and hold harmless Wicked Campers (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 Wicked Campers at any time before, during or after the Entire Period, whether due to Wicked Campers negligence or otherwise.

(b) All rental transactions are in Euros (€) or British Pounds (£). Wicked Campers accepts no responsibility for exchange rate fluctuations, positive or negative.

(c) Refunds and reimbursements can only be authorised by head office ([info@wickedcampers.co.uk](mailto:info@wickedcampers.co.uk)) and cannot be authorised by any other operatives working on behalf of Wicked Campers.

(d) 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.

(e) Wicked Campers can refuse to provide a vehicle to any customer who is, in their opinion, unfit to drive or does not meet eligibility requirements or is abusive. In such circumstances no refund will be due.

(f) Wicked Campers reserves the right to remove any discounts applied to a booking if the customer chooses to shorten or change their hire from the original specification.

(g) Wicked Campers will allocate vehicles ahead of time depending on many factors from availability to mechanical/servicing requirements. All vans within your specified category (i.e. 2 seater or Safari) are laid out the same and drive exactly the same. Wicked cannot guarantee a specific camper (colour/name) on pick up. Wicked reserves the right to conduct modification to the layout of the vans at any time.

(h) Sometimes due to unforeseen circumstances (crash, vehicle theft, etc.) we are unable to supply the vehicle requested. Wicked Campers will take no responsibility if the booked vehicle is not physically present in the depot and therefore not available due to external conditions beyond our control. We will always endeavour to supply a vehicle of similar quality and characteristics.

(i) Wicked Campers is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes. No refunds will be provided for any infestations mentioned above or that could have happened during the rental time.

(j) The exercise of any of Wicked Campers rights hereunder shall in no way limit, restrict or prejudice Wicked Campers ability to exercise any of its other rights, remedies and powers whether contractual, statutory or common law in nature, and whether legal or equitable. No right of Wicked Campers under this Agreement nor any of Your obligations hereunder may be waived except in writing by a director or solicitor of Wicked Campers.

(k) These Terms and conditions are subject to revision and by using our website ([www.wickedcampers.co.uk](http://www.wickedcampers.co.uk)) you agree to be bound by any such revisions and should therefore periodically visit the Policy page to determine the current terms and conditions to which you are bound.

(l) Where any dispute arises between Wicked Campers 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 Wicked Campers stipulating the same shall be conclusive evidence thereof unless You prove the contrary.

(m) 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.

(n) 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.

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 Wicked Campers, '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 no such person is a Hirer), or (f) A person who has not inserted his or her full Details on the Rental Agreement (whether or not such person was otherwise intended to be a Hirer), 'Vehicle' means the motor vehicle identified on the Rental Agreement and includes all accessories, tyres and equipment affixed (permanently or otherwise) thereto or contained therein and any replacement motor vehicle, 'You' means the Hirer hereunder.

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## 15. Definitions and Interpretations:

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, '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, and (c) signed the acknowledgement at the foot of the Agreement; 'Keys' means any and all keys relating to the Vehicle and delivered to You by a representative of Wicked Campers; '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