# Wild Adventure Campers Limited, trading as Wild Atlantic Campers Motor-home General Terms & Conditions

This is a copy of Terms and conditions which will require signing at Wild Atlantic Campers prior to rental. When booking on-line you will be deemed to have accepted the General Terms and conditions.

The following are the General Terms & Conditions of Hire between the Hirer and Wild Atlantic Campers. Note that these Terms together with the Wild Atlantic Campers Booking Form and the Insurance Terms and Conditions will combine to form the whole rental agreement. The campervan and its equipment remain the property of Wild Atlantic Campers at all times. All payments made to or by Wild Atlantic Campers shall be in Euros ( $\in$ ). This contract is between the customer (hirer) and Wild Adventure Campers Limited, trading as Wild Atlantic Campers. All references below to Wild Atlantic Campers refer to Wild Adventure Campers Limited, trading as Wild Atlantic Campers. The term Campervan, camper and motorhome are interchangeable in this document.

## **Reservations/Bookings**

A reservation with Wild Atlantic Campers is only complete when a Booking Form, Booking Deposit and all required documentation have been received. The booking deposit is 40% of the total cost pr 100% of the rental if less than €600. The hirer shall receive a Booking Confirmation email containing the rental and payment details, and receipt for the booking deposit paid. Wild Atlantic Campers can facilitate reservations for hirers without internet access, for further information please contact us on mobile +353 (0)89 4252780 (from outside the ROI) or 089 4252780 within the Republic of Ireland. We can also accept payment by cheque (in advance) and credit transfer. The balance of payment is due the week before collection and you will get an email requesting payment via Stripe (secure online payments platform).

## The Hirer and/or Driver

The Hirer must comply, and is liable for ensuring that the named Driver(s) comply with the following obligations:

- Shall not lend or hire the campervan to a third party.
- Shall not tow any trailer or vehicle with the campervan.
- Shall not carry more passengers than the permitted capacity of the campervan.
- Shall not use the campervan for carriage of passengers or goods for hire or reward.
- Shall not move the campervan outside of Ireland (North & South) without the written consent of Wild Atlantic Campers, or outside Great Britain unless notified to us.
- Shall not use the campervan for or in conjunction with any race, competition, trial or for hire or reward, or on non metalled or sealed roads, or park or drive on any beach.
- Shall restrict campervan movements in certain areas due to adverse road or weather conditions, or any other reasonable cause.
- Shall be responsible for the costs of recovery for a campervan that has become bogged.

• Shall not carry volatile liquids or gases (other than the LPG canisters provided with the campervan), explosives or other corrosive or flammable materials.

- Shall not permit smoking in the campervan.
- Undertakes to keep the campervan securely locked at all times when unattended.
- Shall not allow the campervan to be driven by anyone other than those named in the Insurance.

### Insurance

Fully comprehensive insurance is provided by Wild Atlantic Campers to the driver(s) named on the Insurance Motor Rental Agreement. A maximum of 1 additional driver can be added to the insurance.

Wild Atlantic Campers campervans may only be driven by the Hirer and/or agreed additional Driver who has been accepted by Wild Atlantic Campers and their Insurance Company. All named Drivers must be over 25 and under 70 years of age and have held a full licence. The rental prices quoted on our website and literature include insurance cover for one Irish, UK or European named driver aged between 25 -70 years, with a clean licence. Any additional surcharges due to, for example: licence from outside Europe, driver's age, high-risk occupation, history of endorsements within the last five years, history of accidents, physical/mental impairments, refused motor insurance record and motor convictions, additional drivers, etc. will be advised by Wild Atlantic Campers and any additional costs will be payable as part of the rental fee.

All drivers must produce their <u>full drivers licence AND confirmation of address</u> in the form of a recent utility bill or a bank/building society statement at the time of hire. Hirers from outside Ireland and the UK must provide a valid passport as proof of identification. Please note that if these documents are not available, Wild Atlantic Campers will be unable to proceed with the Hire as they are governed by their insurance company's requirements.

The Hirer is insured for damage to the campervan and property of a third party. In the event of any damage to the vehicle the Hirer will be responsible for the insurance excess of  $\pounds$ 1,000 per incident or  $\pounds$ 2,000 per incident where the roof of the campervan has been damaged in any way, for example hitting the roof against a bridge, carpark barrier, wall, fence hedge, embankment or tree. This is strictly non-negotiable. Failure to declare an accident is a criminal offence punishable by law. We strongly recommend taking out insurance to cover the excess or part thereof. (see link in FAQ section of website.)

It is illegal to drive without insurance in Ireland & UK. Driving by an unauthorised driver invalidates the insurance.

The theft of a campervan is not covered by insurance if the keys are left in the ignition or the surrounds of the vehicle while the vehicle is unoccupied and the hirer shall be fully responsible for the cost of a replacement vehicle.

The hirer is accountable for the following items not covered by Wild Atlantic Campers insurance:

• Windscreen & tyre damage.

• Loss/damage/theft to the radio, stereo equipment, Wi-Fi equipment (if applicable) and aerials.

· Personal belongings within or from the vehicle.

# Security Deposit

Wild Atlantic Campers requires a security deposit of  $\notin 2,000$  for new vehicle or  $\notin 1,000$  for older vehicle for each rental payable in cash, credit transfer, cheque (in advance) or by Credit/Debit Card. The security deposit will be refunded in full within seven days of return of the vehicle on the following conditions:

• No damage to motorhome/ camper, including windscreen or tyres, or any third party.

• No malfunction, breakdown or repairs caused by the negligence of the hirer. The hirer is required to check the water and oil levels in the engine and tyre pressures.

• Camper is returned to the agreed location, on the agreed date and time.

• Camper and contents are returned in the same condition as it was collected, the interior cleaned including all cooking utensils and camping equipment.

• Camper is refuelled to the same level as it was at handover.

• No additional costs have been incurred during the period of rental, e.g.: violation of traffic laws or regulations.

The hirer agrees to pay Wild Atlantic Campers any additional costs over and above the security deposit value should damages exceed the security deposit value.

A cleaning fee of  $\notin$ 80.00 will be charged against the deposit if the vehicle is not returned with the interior in a clean condition. (You are not required to wash the exterior unless it got very dirty). There is also an additional fee of  $\notin$ 75 if the toilet is returned full. Wild Atlantic Campers reserves the right to increase the security deposit for specific events, for example, festivals, rallies or promotional events.

## Violation of Traffic Laws and Regulations

Driver(s) are personally liable for all legal penalties and fees pertaining to any traffic violation infringements under the current Road Traffic Legislation applicable in the Republic of Ireland or Northern Ireland. Wild Atlantic Campers will hold your credit card details for 30 days after the rental agreement finishes in case any traffic violation infringements are presented to Wild Atlantic Campers for your hire period. The driver(s) will still be liable for any penalties and fees received after this period. Wild Atlantic Campers will notify the driver(s) of any speeding or parking fines and an administration charge of &25 for each infringement incurred throughout the hire period.

#### Breakdown

Wild Atlantic Campers have **breakdown cover** with MAPFRE for all motorhomes. (see manual in vehicle for full details) Check manual inside vehicle as to what breakdown cover is in place.

If you have any difficulties please report these immediately to Wild Atlantic Campers by telephone. Minor repair bills **up to the value of \in 125** will be reimbursed by Wild Atlantic Campers upon production of receipts. Repairs in excess of this amount must first be authorised by Wild Atlantic Campers PRIOR to the work being undertaken. **Puncture of tyres are the responsibility of the hirer**. You are advised to contact the nearest tyre repair centre or mobile tyre repair operator.

Wild Atlantic Campers cannot accept liability for any costs arising from accident, breakdown or any other cause, e.g., replacement vehicle costs, travel, accommodation. Depending on the circumstances, we reserve the right not to replace the Vehicle.

#### Accidents

In case of an Accident please take the following steps:

- Note the name and address of the other driver and the vehicle owner, if different
- · Note the name and address of each witness
- Describe any injury to yourself or others
- Describe damage to vehicles and other property
- Note the name and address of the other driver's insurance company (See insurance disc on windscreen)
- Note the number of certificate of insurance (See insurance disc on windscreen)
- Note the registration number of other vehicle
- Note the name or Number of any Garda/Police officer at the scene or any AA patrol attending
- Note the date, time and location of accident
- Note the speed of vehicles involved
- Note the width of road, road markings, state of road surface, weather conditions and visibility
- · Describe the debris or marks on the road relevant to the accident
- · Describe the manner of other driver's driving
- Draw a rough sketch of vehicle positions before and after the accident
- Note whether other driver and passengers were wearing seatbelts
- · Take photographs of the scene if you have a camera

• Inform the Garda (Police in Republic)/ Police Service of Northern Ireland (PSNI) and obtain an Incident or Crime Number or the Police if outside Ireland.

• Report the Incident to Wild Atlantic Campers by telephone within 12 hours

Furthermore, in the event of an accident, Wild Atlantic Campers have full discretion as to how, where and when the repair is done. As replacement parts may not be readily available, it may be 6 months or longer before the repair is done. The  $\notin$ 1,000 or  $\notin$ 2,000 security deposit will be retained until an estimate of repairs is provided by Wild Atlantic Campers.

#### **Cancellation by Wild Atlantic Campers**

Wild Atlantic Campers reserve the right to cancel reservation at the proposed commencement of hire if:

- Named Driving Licence is not produced or valid in accordance with stated conditions.
- Failure to provide funds for security deposit.
- Over occupancy of vehicle.

• Address on driving licence does not match booking/billing address. Additional proof of identification is required in the form of a recent utility bill or a bank/building society statement.

- Hirers from outside Ireland and the UK fail to provide a valid passport alongside driving licence as proof of id.
- Wild Atlantic Campers reserve the right to refuse to hire to any person, without stating cause.

The person hiring will lose their booking deposit and all monies paid if the hire cannot proceed as a result of the above situations arising. It is up to the hirer to avoid such situations and to ensure that he/she meets the insurance criteria.

#### **Cancellation by Hirer**

In the event of a cancellation by the hirer the following charges shall be incurred:

Within 5 weeks of rental: 100% of booking deposit.

From 10 to 5 weeks before rental: 50% of booking deposit.

More than 10 weeks before rental:  $\in$  25 administration fee. Credit card and debit card charges are non refundable. It is advisable to purchase holiday cancellation insurance.

### Availability/Camper Vans

Wild Atlantic Campers shall make every effort to ensure that the vehicle reserved by the hirer is available for the agreed rental. If for any reason it is not available, we reserve the right to make another vehicle available without extra cost. BUT if this is not acceptable or another vehicle proves unobtainable, our liability is limited to the refund on any money paid to Wild Atlantic Campers by the hirer. In the event that the motor-home booked is unusable for whatever reason, we will endeavour to provide a replacement vehicle but we cannot guarantee to provide this. In this case our liability is limited to a refund of any money paid. There are certain situations that at out of our control, such as a motor traffic accident, campervan breakdown so if, for example, we cannot provide the service you require our liability is limited to a refund of any money paid. Any replacement campervan may not have sufficient capacity to belt in and accommodate all your passengers or if may be a different size to the one that you booked. We will however try to provide you with an alternative form of accommodation and/or transport, such as self-catering accommodation in a caravan park but this will depend on you schedule. Furthermore, there may not be an alternative available during busy periods.

# Collection & Return

Wild Atlantic Campers aim to be as flexible as possible with our collection and return times during the hours of 10 AM to 6 PM. The camper must be returned by 10 am and cannot be collected before 4pm, unless by prior arrangement. Please consider that the next customer may be collecting the camper within hours of your return time. If the campervan is returned late (i.e., outside the times agreed), Wild Atlantic Campers reserves the right to charge the hirer at the rate of  $\notin$ 50 per hour together with any additional costs incurred by Wild Atlantic Campers (e.g., compensation to the next Hirer.) No refund is given for an early return of the campervan for any reason, (for example, accident, weather or theft).

Where campervans have been arranged to be delivered to / collected from the Hirer, details shall be previously arranged and agreed by Wild Atlantic Campers and the Hirer. A fee from such delivery/collection will be advised and is payable in advance. An out of hours fee of €50 applies for early collection or late return, outside normal collection/return times.

The breakdown or malfunction of equipment after the campervan has left the premises will not be accepted as reason to abort or cancel the Rental Agreement, and any such fault will be rectified as soon as possible. Equipment such as TV's/DVD player, blinds, windows (opening/closing), electric step, awning, bike rack are considered discretionary and as such we will do our best to have them in working order but not having these operational does not mean that the campervan is deficient. The campervan can only be returned early (ahead of scheduled due return date) by prior agreement and no refund for remaining days will be given. Any accidental damage caused to a campervan once covered by the Rental Agreement but still on Wild Atlantic Campers premises

shall be deemed as the Hirer's responsibility. The Hirer is responsible for returning the campervan with a full tank of fuel (or at the level given to you at collection) and ensuring that it is as clean as at the point of Hire. Upon return Wild Atlantic Campers representative will check the campervan for damage, cleanliness, a full tank of fuel, (as applicable), bottle of gas, condition of the tyres, windscreen, bumpers, roof lights, mirrors, doors and internal habitation equipment.

Wild Atlantic Campers will make the following charges for additional cleaning:

- €150 for the cleaning of stained upholstery.
- €150 for a very dirty interior.
- €175 if the **no smoking clause** has been ignored.

• €200 for additional cleaning required after pets have been taken inside the campervan (please see Pets section below) Wild Atlantic Campers vehicles must never be taken through a car wash, or washed using a pressure wash on the paintwork. Should this be ignored, damage to paintwork/livery and the resulting costs incurred by a specialist body shop shall be passed on in full to the Hirer.

Please allow at least 50 minutes for the collection and return of your vehicle.

## Pets

Pets are NOT allowed by Wild Atlantic Campers in their vehicles. If this condition is ignored, Wild Atlantic Campers reserve the right not to reimburse all or part of the security deposit. A  $\in$ 200 cleaning charge will be payable and any repair to damaged or torn upholstery will result in a deduction from the Security Deposit for repair.

## **Personal Car Parking**

The parking of one car per rental will be provided by Wild Atlantic Campers. Parking shall be entirely at the hirer's own risk and my agreeing to proceed to the hire you are deemed to accept full liability for your own vehicle.

# Bicycles

You may bring your own bicycle(s). The bicycles are carried totally at customers own risk and Wild Atlantic Campers will not in any way be responsible for any accidents arising from the carrying or use of same, or as a result of theft. You may contact your home insurance provider to check if cover is in place in the event of theft. Furthermore, any hire of bicycles provided by a third party will not be the responsibility of Wild Atlantic Campers. If hiring a bicycle from Wild Atlantic Camper you are responsible for its safe keeping and failure to return the bicycle will result in a charge of €350 per bicycle.

# Wild Atlantic Campers Liability

Wild Atlantic Campers wish you and your family/fellow travellers an enjoyable experience which we will do our best to facilitate. However, we cannot and will not be liable for costs if your leisure experience is not to your satisfaction. **You are advised to purchase travel insurance** in advance of hiring one of our motor-homes/campervans and you should avail of this if the motorhome is unusable for whatever reason for services such as accommodation and travel. Wild Atlantic Campers will not compensate you in any way for leisure time (or any other costs) that did not materialise as a result of circumstances out of our control.

# Complaints

Wild Atlantic Campers are contactable throughout the rental period. All faults, damage or complaints must be reported immediately on this number: +353 (0)89 425 2780/ 089 4252780 (in the Republic of Ireland) or at the latest on return of the vehicle. In the event that a complaint is not satisfactorily resolved upon return, the hirer must inform Wild Atlantic Campers in writing within 7 days. We will do our utmost to resolve any complaints satisfactorily.

Name (Block Capitals)

Signature (hirer)

Date

Signed on behalf of Wild Adventure Campers, trading as Wild Atlantic Campers

Date