

WICKED CAMPERS RENTAL CONDITIONS

Summary Of Rental Conditions

This summary is provided for your convenience only. It does not purport to constitute legal advice or to provide a comprehensive restatement of the terms of our Vehicle Rental Agreement, a copy of which is available upon request. Please note that the full terms of our Vehicle Rental Agreement will apply to the hire of any of our vehicles, and will prevail to the extent of any inconsistency with this summary.

1. Vehicle Pick-up & Drop-off

Vehicles are available for pick-up at a designated time on the first day of the hire period and must be returned on the agreed date at the nominated depot before 3pm (12pm Saturday). All depots close 12 pm Saturdays and are not open Sundays.

1.1 Early & Late Returns: Early pick-ups can be organised in advance, subject to availability. Late returns will be charged for additional days. If no extension has been authorised, we have the right to report the car stolen and press charges. Administration fees may also apply.

1.2 Change of Drop off Location: Wicked Campers may at its discretion allow a change of drop off location once a booking has been made. A fee of \$700 will be charged to any booking where the drop off location is changed.

1.3 Remote Location Drop Off: Remote location drop off conditions apply at Airlie Beach, Alice Springs, Broome, Byron Bay, Darwin, Exmouth and Hobart depots. Full payment prior to pickup is required for all remote depots. These depots are operated by third parties and have limited facilities. Campers dropped off at these locations must: be cleaned internally and externally, have all crockery cleaned and ensure oil and water levels are correct. Cleaning and service fees of \$100 will apply for campers not left in the required condition.

1.4 All other Wicked Depot Drop Off: The campervan is to be returned in a clean condition or else a cleaning fee of \$200 may apply.

1.5 Depot Closures: In the event of a Depot Closure we may be unable to satisfy bookings. You agree not to hold Wicked Campers responsible for costs incurred as a result of a Depot Closure. We will however refund your booking deposit IN FULL. Wicked Campers will endeavour to give as much notice as possible in the event of a depot closure.

2. Rental Period, Extensions & Cancellations

2.1 Rental Duration & Extensions: We calculate the rental period by the number of calendar days the campervan has been on the road, regardless of the pick-up time. Extensions may be organised through the sales office, subject to availability, and at the current rental rate. The extension fee must be paid immediately via credit card or in person at a Wicked depot. No refunds will be given for rentals shortened on day of pick up. There is no refund for late pick up or early return.

PLEASE NOTE: A short Hire fee will apply to hires under 14 Days for travel between 14th December 2013 and 14th January 2014.

2.2 Cancellations: Before collecting the vehicle - If cancelled anytime after booking, the booking deposit will be forfeited. All other cancellations after collection of the vehicle cannot receive a refund. 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.

3. Taxes

All prices quoted include 10% GST.

4. Fees

Wicked accepts payment via Visa and Mastercard. All hires will attract a 4% Administration and Contract Fee. American Express Cards will not be accepted.

5. Licence & Age of Hirer

5.1 Licence: We need to view and record details of your driving licence on collection of your camper. For international licence holders, the licence needs to have been valid for 6 months and you must be at least 18 years of age. A valid overseas or international driving licence is permitted. We rent Standard vans to overseas drivers under the age of 21 and also rent standard vans to Australian provisional licence holders.

5.2 Age of Hirer: Wicked Campers are available for hirers aged 18 and over who possess a valid driver's license. This excludes Australian & New Zealand license holders under the age of 21, unless authorised by the owner in writing.

6. Unlimited Km's

We do offer unlimited km's, however this is still subject to minimum hire period and areas of use. If you breakdown in an area outside of the region specified for use, you will be liable for all associated costs, regardless of Damage Cover Option chosen.

7. Fuel Consumption

Fuel consumption varies according to vehicle type, driving conditions and the how the vehicle is driven. Wicked Campervans run approx 6-12km/ L (subject to wind conditions and speed). All vehicles are serviced and mechanically fit at the beginning of every hire and as such our vehicles are fuel efficient. Wicked Campers does not refund any hire costs related to excess fuel consumption.

8. Unforeseen Events

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.

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.

9. Rental Refusal

Wicked Campers reserves the right to refuse any rental, or the continuation of any rental at its discretion.

10. Exchange Rate/Currency Fluctuation

All credit card transactions are conducted in Australian Dollars (AU\$). Due to exchange rate fluctuations there could be some variation in the amount initially debited against the credit card and the amount refunded when the vehicle is returned. Wicked Campers accepts no liability for these variations, up or down.

11. Deposit & Payment Term

When making a booking (online or through the sales centre), a \$500 non-refundable deposit is required. The booking is confirmed once this has been received. The balance of the total rental is to be paid at the time of pick-up. A 4% Administration and Contract Fee applies to all hires.

11.1 No Cash Transactions

Wicked Campers does not accept cash as payment in our depots. All payments made are to be via credit card, EFTPOS or direct Bank Transfer. Wicked Campers will accept cash as payment in extenuating circumstances, however a processing fee of \$100 will apply.

12. Bank Transfers

If paying by bank transfer or depositing cash at a bank branch for your booking cleared funds need to be confirmed by Wicked before you collect your vehicle. Transfers from Australian Accounts normally show overnight, Transfers from International Accounts may take up to 5 days. Cash banked at the branch should show immediately. We DO NOT accept customer bank receipts or internet printouts of your account as proof of payment. We must see the funds in our account before we release a vehicle to you.

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 Australia.

2WD Liability Reduction Options

LIABILITY OPTIONS	DAILY CHARGE	BOND & LIABILITY	■	▲	★
Standard	\$0	\$3000	✗	✗	✗
Reduction A	\$15	\$1500	✗	✗	✗
Reduction B	\$25	IMPRINT / \$1*	✓	✓	✓

■ Tyres ▲ Front Windscreen ★ Extra Drivers

DIAGRAM 13.1

AWD/4WD Liability Reduction Options[^]

LIABILITY OPTIONS	DAILY CHARGE	BOND & LIABILITY	■	▲	★
Standard	\$0	\$5000	✗	✗	✗
Reduction A	\$25	\$3000	✗	✗	✗
Reduction B	\$40	IMPRINT / \$1*	✓	✓	✓

■ Tyres ▲ Front Windscreen ★ Extra Drivers

DIAGRAM 13.1

*Please Note: Australian & New Zealand Residents taking Liability B must pay a bond of \$100 with a valid credit card and will be liable for \$101 in the event of an incident. [^]Sand & Island Bond may apply to AWD / 4WD Hires - see below.

13. Damage Cover

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 table below within the timeframes set out in our Vehicle Rental Agreement.

Should you choose to take 'Standard Liability' or 'Liability Reduction A' Cover, your credit card will be charged for the total amount of the Bond. A 4% Administration and Contract Fee Applies to Damage Cover.

13.1 Liability Reduction B entitlements:

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

- (a) 4 x Extra Drivers
- (b) 2 x Tyres
- (c) 1 x Front Windscreen

13.2 Terms & Conditions of Damage Cover:

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

A Breach of Agreement can include, but is not exclusive to the scenarios described in 13.2.1:

13.2.1 Incidents involving Dangerous Driving:

Incidents involving Dangerous Driving are recognised as a Breach of the Terms and Conditions of Rental Agreement. Any incidents involving the following factors will NOT be covered by Liability Reduction B:

- (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 and/or single-vehicle rollover
- (f) 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.

13.2.2 Incidents and Breakdowns on Unsealed Roads

Recovery fees for breakdowns and incidents on sealed and unsealed roads are not covered under the terms and conditions of Liability Reduction B. NOTE: Only 4WD/AWD vehicles are permitted on unsealed roads.

13.2.3 Exclusions under Wicked Campers Damage Cover

Liability Reduction B DOES NOT protect the hirer from all liability, PLEASE NOTE THE FOLLOWING EXCLUSIONS TO OUR DAMAGE COVER OPTIONS:

- (a) **Stationery Incidents:** Any damage incurred while the vehicle is stationery is not covered, 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:** Reversing vehicles are not covered by Wicked Campers Damage Cover Policies. Any damage costs incurred while reversing are to be borne by the hirer.
- (c) **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.

(d) **Animals:** Incidents involving animals are not covered by Wicked Campers Damage Cover policies and as such the hirer will be solely responsible for the payment of any resulting damage and or recovery costs.

(e) **Night Time Driving:** Any incidents that occur AFTER SUNSET and BEFORE SUNRISE outside of major cities and towns will not be covered and the hirer will be responsible for any associated repairs and recovery costs.

(f) **Roof/Underbody Coverage:** There is no Coverage of roof/underbody of our vehicles.

(g) **Windows:** Windows (Excluding the Front Windscreen) are not covered under Liability Reduction B. Average cost for windscreen replacement is \$350-\$650.

(h) **Theft, Fire and Break-In:** Wicked Campers does not cover theft, fire or break-in - this is the responsibility of your travel insurer. In the event of fire or loss of property, Wicked Campers will only investigate vehicle fire claims that suggest it is at fault.

(i) +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 Australia.

(j) **Water Damage:** Wicked Campers Liability Reduction Options will not cover any damage sustained to vehicles as a result of Water Damage - this includes any damage sustained from river crossings, flooding or beach driving.

13.2.4 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.

13.2.5 Security Bond

A bond as per Diagram 13.1 is required at time of collection. Only a valid credit card will be accepted - our depots do not accept cash as any form of payment. If a valid credit card is not available for an imprint, a bond of \$1000 is required (PLEASE NOTE: Debit Cards and Travel Cards will not be accepted for the imprint). An administration fee equal to the merchant service fee will apply.

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 14 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.

SAND & ISLAND BOND 4WD / AWD

BOND: \$1000

[^]Any AWD / 4WD Hire travelling between Cairns & Brisbane will be required to pay a 'Sand & Island Bond' of \$1000 (on top of required bond amount) to prevent use on Fraser Island & Beach Driving. If evidence of sand driving is found on the vehicle, this amount will be forfeited by the hirer and any damage & recovery costs will be borne by the hirer.



68 70) immediately. Any claims lodged after the hire is completed will be disregarded unless just cause is provided.

18.1 Minor Accessory Malfunctions: Malfunctions of stereo systems, interior lights, air-conditioning, sink water pumps etc., are not considered mechanical breakdowns and downtime will not be paid.

18.2 Towing and retrieval of damaged vehicles: Unless indemnified by the Terms & Conditions of Liability Reduction B, including Articles 13.2.1, 13.2.3 & 13.2.5 - all recovery and towing costs are to be borne by the hirer.

18.3 Packages: All packages purchased come with a complimentary GPS. In the event that this item is malfunctioning or cannot be provided, no refund will be given.

19. Repairs & Breakdowns

All Wicked campers have RACQ Membership, giving you the peace of mind of roadside assistance. Please note that hirers will be liable for fees in the event of human error – for example:

- (i) Locked keys in the vehicle
 - (ii) Flat Battery as a result of hirer negligence
 - (iii) Tyre Change/s
 - (iv) Use outside of contracted area of use, or damage caused by negligence
- Excess Towing charges and recovery fees may also apply as per Articles 18.2 / 13.2.1 / 13.2.3 & 13.2.5 - this includes costs incurred transporting hirers and passengers. Recovery from unsealed roads will be at the hirers' expense as per Article 13.2.2.

19.1 Payment of Repairs: All repairs to vehicles MUST be authorised by Wicked Campers. Costs are to be at the customers' expense. Wicked Campers may reimburse these costs after the completion of the hire if:

The repairs are authorised by Wicked Campers Management in writing
The repairs are the result of vehicle fault through fair wear and tear and not the result of hirer misuse or negligence as per Article 13.2.1
If appropriate receipts are obtained from repairer and emailed to:

roadside@wickedcampers.com

Wicked Campers will not reimburse repair costs for malfunctioning accessories as per Article 18.1 (this includes items such as gas cookers, interior lights, A/C, Stereo systems, 12V Chargers, Sink Water Pumps etc).

20. Breach of Duty Fees

Under the Terms and Conditions of every hire, the hire is responsible for the welfare of the vehicle. As such, Wicked Campers reserves the right to charge Breach of Duty Fees if it deems these Terms and Conditions have been breached:

20.1 Late Dropoff Fee: Late Dropoff Fees Apply (this applies to hirers who fail to return their van by closing time at the designated dropoff depot).

- **\$50 Fee Applies** for dropoffs between close of business and 11:59pm on the dropoff day

- **\$100 Fee Applies** for any vehicle dropped between 12am - 8am on the day following the contracted period of hire

- **\$150 Fee + Applicable Daily Rate Applies** for vehicles returned after 8am on the day following the contracted period of hire.

If hirer is going to be late or wants to request an extension of hire then it is advised that they advise our call centre on 1800 24 68 69 as soon as possible to avoid application of these fees.

20.2 Cleaning Fee: \$200 Cleaning Fee (this will apply to hirers who return their vehicle untidy).

20.3 Unsealed Road Fee & Recovery Costs: A \$250 Unsealed Road Fee + Any Damage and Recovery Charges. Wicked Campers reserves the right to charge hirers a breach of Duty fee of \$250 if it discovers evidence that the vehicle has been driven on unsealed roads without prior authorisation.

20.4 Unauthorised Roads Fee: All hirers traversing roads other than those specified on the hirers Vehicle Rental Agreement will be subject to a \$1500 Fee plus all costs that may be associated with damage and/or recovery of the vehicle.

20.5 Love Stain Fee: \$100 per sq/m Love Stain Fee – Get funky on your roadtrip. Just not too funky!

21. Smoking

Go for it. Any fire costs or damage costs incurred as a result of Smoking in the front or rear of the vehicle are to be borne by the hirer.

22. Limit of Liability

Subject to the terms of the Vehicle Rental Agreement, we will refund all moneys renters have paid if we are unable to supply a Wicked vehicle at the commencement of the hire period, and we will refund the balance of all hire fees referable to the remainder of any hire period in the event that any Wicked vehicle hired to a renter suffers a mechanical failure rendering it unable to be driven or otherwise unsafe, provided always that any inability to supply or mechanical failure has not been caused or contributed to in any way by the renter. This is the full extent of our liability to you, and you agree to release and indemnify us in respect of any and all claims or causes of action you might otherwise have against us.

22.1 Important: The renter is fully and personally liable for any loss or damage caused to a Wicked vehicle or to third-party property (including consequential loss or damage) if the terms of the Vehicle Rental Agreement and any of the aforementioned policies and articles are breached in anyway. You should read the Vehicle Rental Agreement for full details of what constitutes a breach. Without limiting the terms of the Vehicle Rental Agreement, a breach will arise if:

1. Damage to the vehicle is caused by careless, wilful or reckless driving as per Article 13.
2. You drive under the influence of alcohol or drugs as per Article 13.
3. You drive on restricted roads as per Diagram 16.1.
4. The vehicle is immersed in water or damaged by saltwater.
5. The vehicle sustains overhead or underbody damage.

All bookings are accepted subject to availability and subject to our right to refuse any rental in our sole and unfettered discretion.

23. Damage and/or Loss to Personal Belongings

Wicked Campers accepts no liability or responsibility for damage to or loss of personal belongings left in the vehicle.

24. Unforeseen Events

If your vehicle is unavailable overnight due to being held in a mechanical repair shop, you will be refunded for that nights hire. For all out of pocket expenses, we recommend you take the highest level of travel insurance.

25. Night time driving

Night time driving is not advisable on the highways - and is strictly forbidden in the outback, due to the high number of wildlife and people falling asleep while driving. Hirers will be liable for all costs of repair and recovery under Article 13.

26. Do not swerve for animals

If an animal runs out in front of you, apply the brakes, but do not swerve. If you hit the animal you may sustain damage. If you swerve, you will roll and definitely cause damage. You may even sustain serious personal injury. The hirer will be financially responsible for any damage sustained by incidents involving animals.

27. Price Beat Guarantee

- a) Any competitor quote must be for the same or similar product type
- b) All competitor quotes must be received within 48hrs of your existing Wicked booking/quote and be for the same hire period
- c) Wicked reserves the right to refuse any customer the price beat guarantee if:

- (i) Vehicles are unavailable
- (ii) Competitor vehicles are unavailable
- (iii) The competitor quote is in anyway not comparable to the requested Wicked product