

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 12pm 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 Queenstown. 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: Vehicles are to be returned in a clean condition or a cleaning fee of \$200 (\$400 for 4WD / AWD Vehicles) will 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 2016 and 14th January 2017.

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 15% GST.

4. Fees

Wicked accepts payment via Visa and Mastercard. All hires will attract a 5% 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 & New Zealand 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.

5.3 Foreign Licenses: If you possess a Driver's License from any country outside of New Zealand, a \$5 Per Day Fee applies to your booking. This Fee is also subject to a 5% Booking & Administration charge. Alternatively, if you select Liability Reduction B this fee will be waived.

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 liable for all associated costs, regardless of Damage Cover Option chosen.

6.1 Limited KM Option: If hirer cannot meet Minimum Hire periods, Wicked Campers can offer an option of 200km's per day for a reduced daily rate (extra km's used will be charged at a rate of \$0.20 per km).

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 New Zealand Dollars (NZ\$). 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 5% 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 \$50 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 New Zealand 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 New Zealand.

Liability Reduction Options	Price	Bond/Liability	■	▲	★
Standard Liability	\$100 Fixed	\$3000	✗	✗	✗
Liability Reduction B	\$25 Per Day	Imprint/\$1*	✓	✓	✓

*\$1 Liability based on Multiple Vehicle Incidents. Single Vehicle Incidents Liability is \$3000 for All Vehicles - subject to the Terms & Conditions of Damage Cover listed below.

■ Front Windscreen ▲ 4 x Tyres ★ Extra Drivers

Diagram 13.1

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 a single or multiple vehicle accident 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 you have paid the applicable amounts set out in Diagram 13.1 within the timeframes set out in our 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.

13.1 Liability Reduction B entitlements:

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

- (a) 4 x Extra Drivers
- (b) 4 x Tyres
- (c) 1 x Front Windscreen
- (d) Foreign License Fee Waived

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 between the hours of 5pm and 8am
- (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 unsealed roads are not covered under the terms and conditions of Liability Reduction B. **NOTE: Only 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. The hirer acknowledges that they are responsible for all repair and recovery costs for the following damage irrespective of the Liability option that has been taken:

- (a) **Stationery Incidents:** Any damage sustained while the vehicle is stationary, 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. 2WD Vehicles are not permitted on unsealed roads at any time. If there is evidence of neglect or Unauthorised use on Unsealed Roads, then you will be charged a Penalty Fee of up to \$1500 + associated Towing, Recovery & Damage Costs. Wicked Campers reserve the right to terminate a hire at any time if it believes the hirer is driving outside of permitted areas

(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 for AWD/4WD Vehicles on Unsealed Roads:** All costs will be at hirer expense.

(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.

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 to Wicked Campers Damage Cover.

If campervan 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 from the day of dropoff.**

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.

14. Currency Variations

All rental transactions are in New Zealand Dollars (NZ\$). If the need should arise for a refund, it will be applied in New Zealand dollars. Wicked accepts no responsibility for exchange rate fluctuations, positive or negative.

15. Number of People

Wicked Campers can carry up to 5 people depending on the number of seatbelts fitted in the van. The vehicle is not suitable or licensed to carry passengers in the rear whilst moving without a fitted seatbelt. People registered with signatures on the rental agreement are the only permitted drivers. No animals or pets are permitted in Wicked vans.

15.1 Children

Wicked Campers does not permit child restraints or baby seats to be fitted in any of its vehicles except the Mini Camper 3-Sleeper (this vehicle has anchor points for restraints).

16. Areas of Use

16.1 Totally Prohibited areas for 2WD vehicles include:

(i) Any beach, sand or island. Unsealed Roads can only be accessed in an AWD Vehicle.

(ii) Any water crossing. Any water damage to the vehicle is considered as a Breach of Contract and the hirer will be responsible for all costs for repair and recovery.

16.2 Totally Prohibited areas for AWD vehicles include:

(i) Any beach, sand or island.

(ii) Any water crossing. Any water damage to the vehicle is considered as a Breach of Contract and the hirer will be responsible for all costs for repair and recovery.

17. Minimum Hire Fees

Minimum Hire Periods apply and are subject to confirmation at time of booking. Other charges may apply and will be advised at the time of booking. All fees and charges are subject to change without notice at any time.

17.1 Short Hire Fees: Any approved hires less than minimum requirement will attract a short hire fee.

17.2 Chilled Car Hire Excess Kilometres: There is no minimum hire requirement for Wicked Car Rentals. However all Wicked Car Hire includes 200km per day and any excess kms are charged at \$0.20 Per km.

If hirer wishes to travel more than 200kms per day than they are required to pay for the excess kms they will be using. This charge is estimated at time of booking and is non-refundable, even if kms actually travelled are less than kms stated at time of pickup. We use Google Maps to calculate the distance of your trip.

18. Maintenance & Responsibility

It is the hirers responsibility to maintain oil and water levels, by checking and maintaining. It is advisable to do this at every fuel top-up. Failure to maintain appropriate fluid levels may result in engine damage, and will constitute a breach of your obligations under the Vehicle Rental Agreement.

Any problems associated with the vehicle, including equipment failure, must be reported to Roadside Assistance immediately, in order to give our staff time to rectify the problem during the rental period. Wicked Campers will always try to rectify the problem within 24 hours of being notified.

The provision of Roadside Assistance is a gratuitous service we provide to our customers. Its availability does not release you from any of your obligations under the Vehicle Rental Agreement. If the vehicle is found to be faulty, the hirer is obliged to inform Wicked Campers Roadside Assistance 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 complimentary items including GPS and Table and Chairs. In the event that these items are malfunctioning or cannot be provided, no refund will be given.

19. Repairs & Breakdowns

All Wicked campers have Roadside Assistance 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 (human error)
- (ii) Flat Battery (human error)
- (iii) Tyre Change/s (human error)
- (iv) Use outside of contracted area of use, or damage caused by negligence
- (v) Hirer's who have selected 'Standard' or 'Liability Reduction A' will be liable for any & all Roadside Assistance Call Out Fees

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. \$150 Fee + Applicable Daily Rate will apply to every day following the contracted period hire unless Wicked Campers is otherwise notified.

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 0800 24 68 70 as soon as possible to avoid application of these fees.

20.2 Cleaning Fee: \$200 Cleaning Fee (\$400 for AWD / 4WD Vehicles) will be deducted from hirer Bond (this will apply to hirers who return their vehicle untidy). All hirers choosing Liability Reduction B will be required to leave a \$200 Pre-Authorisation (\$400 for AWD / 4WD) from a valid credit card at pickup. If the vehicle is returned clean internally & externally, this amount will be unfrozen in the hirers account.

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 contract will be subject to a \$1500 Fee.

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.

27. Price Beat Guarantee

(i) This guarantee applies only to Car & Campervan Hire. 4WD & AWD Vehicles are exempt from the Price Beat Guarantee.

(ii) Our Price Beat Guarantee is not valid for travel between 14th December 2015 – 14th January 2016, Festival Periods or Easter.

(iii) The Wicked Price Beat Guarantee is not applicable in Perth, Exmouth or Broome.

(iv) The Wicked Price Beat Guarantee will be valid on the initial quote only, and is non-negotiable beyond our initial offer.

(v) The Wicked Price Beat Guarantee applies only to competitors that have the same vehicle for the same dates of travel and the vehicle is priced accurately and in the currency of travel (AUD for Australia, NZD for New Zealand).

(vi) Price match requests must be supplied within 24 hours of booking

(vii) Price match quotes must be submitted within 12 hours of viewing an internet site with a cheaper price.

(viii) To qualify, we must be satisfied that (a) vehicle is same in specifications, condition and age, (b) the pickup and return dates and locations of travel are the same, and (c) the vehicle you have found is actually available to book

(ix) Prices are compared on vehicle price and when calculating the competitor's total price, comparisons will include the cost of the vehicle plus handling and booking charges.

(x) When requesting a price match you must include the name of the competitor/website where the same vehicle is cheaper, a screenshot of the cheaper offer (including the date and time visited), the cost of the cheaper vehicle, your search criteria (dates / times / number of passengers / destination), your name, email address and contact telephone number.

(xi) The Wicked Price match Beat Guarantee does not apply when you use coupons/vouchers or other promotional offers from competitors.

(xii) Wicked reserves the right to refuse price beat requests if quote and/or vehicle is deemed to not be the same or vehicle is booked under different terms and conditions.

(xiii) The Wicked Price Beat Guarantee is subject to change and can be withdrawn at any time and without prior notice.

(xiv) The Wicked Price Beat Guarantee is not valid during Peak Seasons or during major festivals

(xv) Wicked Campers Price Beat Guarantee will not apply to quotes from 3rd party Agents or travel providers. Wicked Campers will only honour its Price Beat Guarantee if comparable quote is directly sourced from a campervan/car hire Operator – not a comparison website or travel provider.