

TERMS & CONDITIONS

This document is part of the Hirer's Vehicle Rental Agreement

1. CANCELLATION POLICY

There are no refunds for late pickup, early return, or cancellation of any hire. This policy is subject to any rights you have under the law as stated in our Vehicle Rental Agreement.

If you shorten your hire duration on or after the day of pickup or are late collecting the vehicle, Wicked Campers cannot refund any unused days.

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, we will refund your deposit and any other money paid.

Wicked Campers will not refund or be liable for any other costs to the hirer. You should ensure you have the highest level of travel insurance to cover all eventualities.

2. HIRE PERIOD AND EXTENSIONS

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.

If Wicked Campers consents to an extension, the return date will 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.

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 insurance coverage. Wicked Campers reserves the right to charge for the additional time at the full daily hire rate.

During the hire period, you shall keep the vehicle and its accessories in your (or any approved driver's) possession and will not allow a third party to take possession of the vehicle or its accessories. When not in use, you shall keep the vehicle and its accessories adequately protected and secured.

3. PICKING UP AND RETURNING THE VAN

When you collect the vehicle, you are required to bring your driver's license, a credit/debit card, and a "Wicked sense of adventure!"

Your driver's license must be a full National driving license from your country of residence, held for at least one year. Licenses issued overseas must be clearly identifiable as a driving license, or

an international driving license will be required. It is the driver's responsibility to ensure they have the appropriate driving license. No refunds will be given for rentals rejected due to not producing a driving license or for non-disclosed endorsements.

Collection of the vehicle should be within 30 minutes of your arranged pickup time, as shown on the booking confirmation, unless you advise us otherwise in advance.

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. You also acknowledge that this diagram accurately reflects the condition and cleanliness of the vehicle at the time you take possession of it.

If you fail to return the vehicle on the return date without prior consent from Wicked Campers, Wicked Campers may treat the vehicle as being stolen and report it to the authorities.

If you do not bring back the vehicle on time or drop it off at the wrong location, you are breaking the conditions of this agreement. Wicked Campers may charge you for each additional day at the applicable daily rate until the vehicle is returned.

If you return the vehicle to any other Wicked Campers rental location than the agreed location, repatriation costs will be charged to you.

4. THEFT AND LOSS

You must look after the vehicle and the keys. Loss of keys will result in a charge of \$100. Wicked Campers will mail 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. If you intend to leave the vehicle unattended for any extended period, you must ensure it is in a secure parking area.

If the vehicle is stolen or lost during the hire period, you are liable for the full standard Single Vehicle Incident/Loss excess regardless of any optional Damage Excess Reduction.

If it is discovered that you were 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 proven negligent, you are still responsible for the 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 with an available replacement vehicle at your own cost.

Wicked Campers will not cover the loss of any hire days in these circumstances.

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 eventuality.

5. MAINTENANCE AND RESPONSIBILITY

You must always protect the vehicle against bad weather that can cause damage.

You must ensure you use the correct fuel. You are responsible for damage and expenses incurred as a result of using incorrect fuel.

It is your responsibility to maintain oil and water levels by checking and topping them up to full. 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 this Rental Agreement.

Any damage to the engine will be charged up to and exceeding the Single Vehicle Incident excess amount if you are discovered to be negligent.

The vehicle is provided to you with a full set of tires in good condition. If any are damaged for any reason other than normal wear and tear, you must replace it immediately at your own expense with a tire of the same dimensions, type, and wear characteristics. In winter months, Wicked Campers are not obligated to fit winter tires to vehicles that will be taken to areas where snow falls; however, we do supply snow chains.

You must stop the vehicle if any of the instrument panel warning lights come on or if you become aware of anything else that may indicate a mechanical problem.

You must bring the van back in a clean and presentable state and ready for the next customer to hire. A cleaning fee will be charged if this is not done. An additional cleaning fee will be charged if 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 it.

Features		Cost	Bond	Liability
 Cover One	• Front windscreen • 2 x tires • Roadside Assistance • 1 Additional Driver included • No charge for foreign licenses	\$25/day	\$2,700 (credit/debit required)	\$2,700
 Cover Plus	• Front & Rear windscreen • 2 x tires • Roadside Assistance • 1 Additional Driver included • No charge for foreign licenses • Single Vehicle Incident coverage	\$50/day	\$1,000 (credit/debit required)	\$1,000

6. DAMAGE COVER

All prices shown are in US Dollars if picking up in the USA and Canadian Dollars if picking up in Canada.

All vans come with Third-Party Insurance for one driver while traveling in the USA or Canada. Each additional driver must also be covered/named on the Rental Agreement.

You are responsible for any damage that occurs to the vehicle during your hire period, including tire and windscreen/window damage.

The only exception is if the damage is a third party's fault, you have provided their full details to Wicked Campers, and it is proven by our insurers that the third party is to blame. In incidents involving a third party where liability is disputed, Wicked Campers may take and hold the excess amount temporarily until a firm resolution is decided by the insurers. If the third party is proven to be fully liable by Wicked Campers' insurers, the excess payment will be returned to you.

Wicked Campers will replace tires that are due for a change due to wear and tear. All other tire wear/damage is the customer's responsibility.

Roadside Assistance does not cover call-out fees for 'human error,' including flat batteries, lost/locked keys, or empty fuel tanks.

Damage Cover is mandatory for all hires and limits your liability in case of damage to the vehicle.

Break-ins, attempted break-ins, windscreen and tire damage are classified as "Single Vehicle Incidents." The excess applies to each claim, not to the rental.

Damage cover (or Damage Liability Reduction) is available subject to the terms of our Vehicle Rental Agreement. This means you can limit your damage liability up to the cost of the reduced excess only.

We will only do this if you have complied with the terms of our Vehicle Rental Agreement and have paid the applicable amounts set out in the tables within the specified time frames.

Damage Cover options reduce your liability for damage caused to the vehicle during the hire period. However, it is subject to certain exclusions:

- The vehicle has been driven off-road and/or on unsealed roads and/or without due care and attention and/or negligently.
- The driver is under the influence of alcohol or drugs.
- The driver has not been named on the Rental Agreement.
- The vehicle is loaded with more passengers than its stated capacity.
- Damage is caused by the rental vehicle being towed away by an unauthorized third party.

In these circumstances, your liability for paying for any damage will not be waived, and you may be liable for the full cost up to and exceeding the excess.

You are responsible and liable for any damage, fire, break-in, or vandalism to the vehicle that may occur during the hire period. All break-ins are deemed "single vehicle incidents," and therefore, you are responsible for paying all costs up to this limit if the vehicle is broken into. This may also include postage costs to send parts to you.

You are also responsible for compensating Wicked Campers in full for any loss in revenue it suffers as a result of any damage, fire, or theft of the vehicle while it is being repaired. This clause shall not apply to any loss caused by or the responsibility of the company.

Personal injury and personal effects are not covered; however, these are normally covered by your own travel insurance policy. You should ensure you have full personal travel insurance to cover all eventualities.

If a collision or single-vehicle accident occurs, a police report and case number must be provided along with the third party's details. You must contact Wicked Campers in the event of any damage, and an accident report form should be completed by the end of the hire period. If this procedure is not followed, the insurance cover could become invalidated, leaving clients liable for all damage. You should keep copies of all rental documentation if an insurance company is involved.

If damage is caused to the vehicle on separate occasions, each incident will be considered a separate claim for which you are liable for the excess.

If you have a non-fault accident and the vehicle is no longer drivable, Wicked Campers will either replace your vehicle with a similar one or refund the hire charges for any days you lose the total use of the vehicle. This is at the discretion of Wicked Campers, depending on the circumstances of the accident.

7. ROADSIDE ASSISTANCE

All Wicked Campers vehicles come with roadside assistance throughout the USA and Canada.

Fees may apply for callouts due to human error (e.g., lockout or lights left on), use outside of the contracted area, or damage caused by negligence. Fees for excess towing and recovery may also apply at Wicked Campers' discretion.

In the event of any mechanical difficulties, 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 of the estimated costs.

The fees and expenses you incur for any repair undertaken without the authorization of Wicked Campers will not be reimbursed.

If you have Cover Plus and your vehicle is unavailable overnight due to being held in a mechanical repair shop, you will be refunded for that night's hire. This only applies if the breakdown is through no fault of your own.

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 canceled, we will refund the remaining days of hire and assist you in reaching the nearest onward travel point.

8. SPECIALS

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 and are for new bookings only.

Wicked has the right to remove any special offer at any time without needing to inform customers in advance.

9. CHARGES AND BOND

ALL BOND REFUNDS MAY TAKE UP TO 30 BUSINESS DAYS.

When booking, and before taking possession of the vehicle, valid credit card details are required by Wicked Campers in place of a bond. Wicked Campers is irrevocably authorized to use these details in lieu of any money that becomes payable by you, without prior demand.

You agree to pay the following:

The total Rental Cost is the cumulative sum of fees relevant to the hire, including:

Daily Rental Rate. Daily rate for each calendar day of the hire period

Short Hire Fee. During peak seasons and in selected locations, a Short Hire Fee will apply to all hires under 5-7 days. Wicked Campers reserves the right to implement this fee at its discretion.

Booking & Administration Fee (5%). This fee applies to all hires and covers a range of administrative costs, including reservation preparation and contract amendment.

KM/Mileage Fees. All Wicked Campers in the USA & Canada include an allowance of 160 kilometers per day (100 miles). Excess km will be charged at \$0.25 per km. Extra Mile/Km Packages may be pre-purchased when booking.

Area of Use Fees. Exploring remote regions can increase the risk of damage. To cover the costs of additional wear and tear, you will need to pay an Area of Use Fee if you intend to travel within the following regions: Northern Territories Surcharge (Yukon/Alaska/Northwest Territories) and Burning Man Festival. Penalties apply to hirers who do not disclose their full area of use at the time of booking. These fees do not include entry fees to National Parks.

All Other Fees included at the time of booking, or those that become payable during your hire period, such as relocation fees, late return fees,

Excess Amount for each incident resulting in damage to or loss of the vehicle, its accessories, or any property left in or on the vehicle, except to the extent that such damage or loss arises from the actions of Wicked Campers.

All fees, taxes, fines, and penalties incurred in connection with the use of the vehicle for which Wicked Campers is charged, unless they have arisen through the fault of Wicked Campers.

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, except where caused by Wicked Campers. You must pay the appropriate authority any fines and costs when they demand this payment. If you do not, you will also be responsible for paying Wicked Campers' reasonable administration charges. You will be liable for any offense committed during the rental period that relates to your use of the vehicle, as if you were the owner.

Any charges arising from **Customs and Excise** seizing the vehicle, along with a loss of income while Wicked Campers cannot rent out the vehicle.

If the van is dropped off at the wrong location and/or abandoned, you are liable for any **Towing/Recovery Costs** associated with returning the vehicle to the designated drop off location.

Cleaning charges as per section 5.

In the event of an accident or incident, you agree that Wicked Campers can take and hold the excess amount, if deemed necessary, until a resolution is decided by Wicked Campers' insurers. If the third party is then proven to be fully liable, your excess payment will be returned.

All hires originating in Vancouver or Calgary will be charged in Canadian Dollars (CAD). All hires originating in LA will be charged in US Dollars (US).

10. COMPLAINTS

Wicked Campers aims to resolve any complaints within 28 days of receipt.

Complaints must be made in writing to: online@wickedcampers.com. Complaints will only be handled if received within 28 days of the hire period ending.

11. RISK:

You are aware that the use of vehicles and equipment involves many risks, dangers, and hazards. These include, but are not limited to: Difficulty or inability to control one's speed and direction; Variation or steepness of the terrain, rapid or uncontrolled acceleration on hills and inclines; Changes in driving surfaces including rocks, gravel, cliffs, trees, roots, tree stumps, waterways, and manmade structures; Changing weather conditions; Travel on highways and backcountry roads; Encounters with domestic and wild animals; Collision with pedestrians, motor vehicles, and other camping vehicles; Mechanical failure of the vehicle and equipment; Pressurized cooking fuels and appliances; kitchen equipment; Negligence of other campers and persons; Negligence on the part of Wicked Campers and the equipment manufacturers and distributors, or their employees and contractors, including failure to safeguard or protect you from the risks, dangers, and hazards as a result of your use of the vehicle and equipment.

You are aware of the risks, dangers, and hazards associated with the use of the vehicle and equipment and you freely accept and fully assume such risks, dangers, and hazards and the possibility of personal injury, death, property damage, or loss resulting therefrom.

12. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Wicked Campers agreeing to rent you the vehicle and permitting your use of their services, equipment, and other facilities, you hereby agree as follows:

To waive any and all claims that you have or may in the future have against Wicked Campers and the equipment manufacturers and distributors and to release Wicked Campers from any and all liability for any loss, damage, expense, or injury, including death, that you or your next of kin may suffer, as a result of your use of the vehicle and equipment, due to any cause whatsoever, including negligence, breach of contract, or breach of warranty on the part of Wicked Campers. This includes negligence in respect of the design, manufacture, selection, installation, maintenance, inspection, service, or repair of the vehicle and equipment, or in respect of the provision of or the failure to provide any warnings, directions, instructions, or guidance as to the use of the vehicle and equipment.

To hold harmless and indemnify Wicked Campers for all liabilities for any property damage, loss, or personal injury to any third party resulting from your use of the vehicle and equipment.

This Agreement will be effective and binding on your heirs, next of kin, executors, administrators, assigns, and representatives in the event of your death or incapacity.

The Agreement and any rights, duties, and obligations between the parties will be governed by and interpreted solely in accordance with the laws of the province where the hiring took place. Any litigation will be brought solely in the province where the hiring took place and will be within the exclusive jurisdiction of the courts of that province.

In entering the Agreement, you are not relying on any oral or written representations or statements made by Wicked Campers with respect to safety or your use of the vehicle and equipment, other than what is set forth in these terms and conditions.

You confirm that you have read and understood the Agreement prior to signing it and that you are aware that by signing the Agreement you are waiving certain legal rights that you or your heirs, next of kin, executors, administrators, assigns, and representatives may have against Wicked Campers.

13. YOU AND ANY APPROVED DRIVER SHALL ENSURE THAT THE VEHICLE WILL NOT BE USED:

For hire or reward.

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

In any manner that might render the insurance policy or other contract of insurance void.

For any illegal purpose or in contravention of any legislation affecting the vehicle, its use, or construction.

By any person who:

- Is not licensed to drive the vehicle.
- Is under 21 years of age or over 70, unless approved by Wicked Campers' insurers.
- Is under the influence of alcohol or drugs.
- Has given a fictitious name or address.
- Has not been approved by Wicked Campers as a driver.
- Has been convicted of a motoring offense, the details of which have not been disclosed in writing to Wicked Campers at the commencement of the hire.

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.

14. YOU AND ANY DRIVER SPECIFICALLY APPROVED SHALL:

Inform Wicked Campers of any loss, damage, or fault developing in the vehicle as soon as you become aware of it.

Indemnify Wicked Campers against loss that is recoverable at law where that loss is incurred by reason of a breach of this Agreement by you or any approved driver.

Ensure that maximum payload and individual axle plated weights are not exceeded.

15. YOU AND ANY DRIVER SPECIFICALLY APPROVED SHALL NOT:

Incur any liability for repairs to the vehicle without prior consent from Wicked Campers. If Wicked Campers authorizes someone to work on the vehicle for specified repairs, they will only refund the cost of this pre-authorized amount with a valid receipt.

Make any claim for loss of or damage to any property left in the vehicle unless due to our negligence.

16. GENERAL PROVISIONS

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, whether due to Wicked Campers' negligence or otherwise.

Except as provided by law, no part of any money paid or payable by you is refundable.

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. In such circumstances, no refund will be given.

Wicked Campers allocates vehicles ahead of time depending on many factors, from availability to mechanical/servicing requirements. Wicked cannot guarantee a specific camper (color/name) on pickup.

Wicked reserves the right to conduct modifications to the layout of the vans at any time.

The exercise of any of Wicked Campers' rights under this Agreement shall in no way limit or prejudice Wicked Campers' ability to exercise any of its other rights, remedies, and powers, whether contractual, statutory, or common law in nature.

No right of Wicked Campers under this Agreement nor any of your obligations may be waived except in writing by a director or solicitor of Wicked Campers.

Where any dispute arises between Wicked Campers and the hirer as to any date or amount or the existence of any fact, a certificate signed by any of the directors, attorneys, solicitors, or secretary of Wicked Campers shall be conclusive evidence thereof unless you prove the contrary.

If any term, covenant, or provision of this Agreement is or becomes illegal or unenforceable, then it shall be severed from the beginning, and the remaining part of this Agreement shall remain in full force and effect.

17. DEFINITIONS AND INTERPRETATIONS

Wicked Campers: Includes its agents 1524451 B.C. LTD. **Area of use:** Any one or more of the areas identified on the face of the Vehicle Rental Agreement. **Commencement Date:** The date and time noted in the "Out" section on the face of the Agreement. **Daily Hire Charge:** The amount noted as such on the face of the Agreement. **Details:** Full name, address related to your driving license, date of birth, phone number, email address, license number, and license expiry date. **Hire Period:** The period commencing on the Commencement Date and terminating on the Return Date. **Hirer:** A person who has personally attended at the Rental Location, presented a copy of their Driver's license to the company's representative, and signed the acknowledgment at the foot of the Agreement. **Keys:** Any and all keys relating to the Vehicle and delivered to you by a representative of Wicked Campers. **Possession:** Any degree of possession and includes actual custody and lawful, legal, and constructive possession. **Rental Location:** The premises from which you take Possession of the Vehicle at the commencement of the Total Hire Period. **Return Date:** The time and date noted in the "Due In" section on the face of the Agreement or the Extended Return Date. **Return Location:** The premises nominated as such on the face of the Agreement, and in the absence of any such nomination, means the Rental Location. **Third Party:** Any person other than you or Wicked Campers. **Total Hire Period:** The Hire Period and includes each day thereafter until the Vehicle is physically returned to the return location. **Unauthorized Person:** A person who is not a Hirer. A person who is not licensed for the class of vehicle to which the Vehicle belongs. A person whose blood alcohol concentration exceeds the lawful percentage. A person whose driver's license has been canceled, endorsed, or suspended within the last three years or who is otherwise on a probationary license. A person who has held a driver's license for less than two years. A person who has not inserted their full Details on the Rental Agreement. **Vehicle:** The motor vehicle identified on the Rental Agreement and includes all accessories, tires, and equipment affixed thereto or contained therein and any replacement motor vehicle. **You:** The Hirer hereunder.