

Terms & Conditions

This Document forms part of the Hirer's Vehicle Rental Agreement

1. Cancellation Policy

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

1.2 Should you shorten your hire duration on or after the day of pick up, or are late collecting the vehicle, Wicked Campers are unable to refund any unused days. Wicked Campers reserves the right to cancel or move bookings with 14 days notice. If Wicked Campers is forced to cancel your booking within 14 days of the start of your hire due to any reason we will refund your deposit and any other monies taken. Wicked Campers will not refund or be liable for any other costs to the hirer.

You should ensure that you have the highest level of travel insurance to cover all eventualities.

2. Hire Period and Extensions

2.1 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 grants its consent to an extension of the Hire Period, the Return Date shall be extended ('The Extended Return Date') and the extension fee must be paid for immediately via credit or debit card if your hire has already started. 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 cover. Wicked Campers reserves the right to charge 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 shall not allow a third party to take possession of the vehicle or its accessories and when not in use You shall keep the vehicle and its accessories adequately protected and secured.

2.2 Limited Mileage. All Vehicles include 100 Miles / 160km free per day. Extra miles/km's may be purchased prior to collection of the vehicle. Any hires exceeding their daily Mile/km allowance will be charged \$0.25 per additional mile or \$0.16 per KM.

3. Picking up and Returning the van

3.1 When you collect the Vehicle you are required to bring your drivers license, credit/debit card and a Wicked sense of adventure! Your drivers licence must be a full National driving licence from your country of residence held for at least one year. Licences issued overseas must be clearly identifiable as a driving licence, otherwise an International driving licence will be required. It is the driver's responsibility to ensure that he/she has the appropriate driving licence. No refunds will be given for rentals rejected due to non-production of a driving licence or non-disclosed endorsements.

3.2 Collection of the Vehicle should be within 30 minutes of your arranged pick-up time as shown on the Booking confirmation unless we are advised otherwise, in advance, by You. You acknowledge and agree that the Vehicle is delivered to you in good operating and roadworthy condition, without any damage or defects (mechanical or otherwise) other than those noted on the Condition Diagram on the Rental Agreement (which you also acknowledge accurately reflects the condition and cleanliness of the vehicle at the time you take possession of it).

3.3 You must return the Vehicle to the Return Location on the Return Date in the same condition as it is in at the Commencement Date, fair wear and tear excepted (other than windscreen or tyre damage). You must also return the Vehicle in a clean and presentable state for the next hire including all cutlery, utensils and van equipment. Failure to do so will result in a \$100 charge. If Wicked Campers have agreed that you may return the vehicle outside of business hours, you will remain responsible for the vehicle and its condition until it is re-inspected by a member of staff. Despite anything herein to the contrary, however, and without the prejudice to its other rights, Wicked Campers may retake Possession of the Vehicle without prior demand and at

your expense if you breach this agreement, if you owe any money to Wicked Campers or if the Vehicle is illegally parked, used in violation of any law or is, in Wicked Camper's opinion, apparently abandoned. If Possession is retaken, any unexpired part of the Hire Period will thereupon be extinguished without any refund to you.

3.4 Additionally, if you fail to return the Vehicle on the Return Date without prior consent of Wicked Campers, Wicked Campers may treat the Vehicle as stolen and may report this to the authorities. If you do not bring back the vehicle on time or drop it at the wrong location you are breaking the conditions of this agreement. Wicked Campers may charge you for each additional day at the applicable daily rate per day until the vehicle is returned. If the vehicle is considered to be abandoned by Wicked Campers then Wicked Campers reserve the right to charge you the daily rate per day until the vehicle is returned, intact, with all keys returned to Wicked Campers. If you return the Vehicle to any other Wicked Campers rental location than the agreed location, repatriation costs will be charged to you.

5. Theft and Loss

5.1 You must look after the vehicle and the keys to the vehicle. Loss of keys will result in a charge of \$100. Wicked Campers will post you replacement keys but will not be liable for reimbursing any loss of hire days due to this. You must always lock the vehicle when you are not using it.

5.2 If you intend to leave the vehicle unattended for any extended period of time you must make sure it is in a secure parking area. In the event of the Vehicle being stolen or lost during the hire period you are liable for the full standard Single Vehicle Incident/Loss excess of regardless of any optional Damage Excess Reduction. If it is discovered that you are negligent for the theft/loss Wicked Campers will demand the full cost of a replacement vehicle and the Rental Agreement will be terminated immediately. Negligence includes parking the vehicle in any Unsecure area for any length of time. If you are not proven to be 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 that has an available replacement Vehicle at your own cost. Wicked Campers will not cover the loss of any hire days in these circumstances.

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

6. Maintenance and Responsibility

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

6.2 It is your own responsibility to maintain oil and water levels, by checking and maintaining to full. It is advisable to do this at every fuel top-up. Failure to maintain appropriate fluid levels may result in engine damage, and will constitute a breach of your obligations under this Rental Agreement. Any damage incurred to the engine will be charged up to and exceeding the Single vehicle Incident excess amount if you are discovered to be negligent.

6.3 The Vehicle is provided to you with a full set of tyres in good condition. In the event that any of them is damaged for any reason other than normal wear and tear, you undertake to replace it immediately at your own expense with a tyre of the same dimensions, type and wear characteristics. In the Winter months Wicked Campers are not obliged to fit winter tyres to rental vehicles that will be taken to areas where snow falls, we do however supply snow chains during winter months.



6.4 You must stop the Vehicle if any of the instrument panel warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if you become aware of anything else which may indicate the presence of a mechanical problem with the Vehicle.



6.5 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 adhered to. An additional cleaning fee will be charged if it is discovered that a pet has travelled in the vehicle without Wicked Campers prior consent and/or if the vehicle is returned in an unclean state after a pet has travelled in the vehicle.

7. Damage Cover

7.1 All vans come with Third Party Insurance for one driver while travelling in the USA + or Canada. Each additional driver must also be covered/named on the Rental agreement. If You select 'Liability Reduction B' there is no extra charge for additional drivers. If You select 'Standard Liability' you will be required to pay an additional daily fee to list additional drivers on the Rental Agreement. You are responsible for any damage that occurs to the vehicle during the period of your hire including tyre and Windscreen/window damage. The only exception to this is if the damage is a Third Party's fault and 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 that involve a Third Party where liability is disputed it may be necessary for Wicked Campers to take and hold the excess amount temporarily until a firm resolution is decided by the insurers. If the Third party involved is proven to be fully liable by Wicked Campers Insurers the excess payment will be returned to you.

7.1.1 Wicked Campers will replace tyres that are due, through wear and tear, to be changed. All other tyre wear/damage is the customers responsibility.

Driver Age 18-20 All Prices Shown are in \$US if picking up in USA. \$CA if picking up in Canada		Cost	Bond	Liability
	Standard Liability Bond required \$3,200. This amount is held for the entire length of hire. It will be refunded within 30 business days after vehicle has been returned in satisfactory condition.	\$15 Per Day	\$3,200	\$3,200
	Liability Reduction B Reduce your Bond amount from \$3,200 to \$500*. 95% of Hirers select this option. <ul style="list-style-type: none"> ✓ Front Windscreen ✓ 4 x Tyres ✓ Roadside Assistance* ✓ Up to 4 Additional Drivers Included ✓ No Charge for Foreign Licenses 	\$30 Per Day	\$500 & Credit/Debit Card Imprint Required at Pickup	\$500*

Driver Age 21+ All Prices Shown are in \$US if picking up in USA. \$CA if picking up in Canada		Cost	Bond	Liability
	Standard Liability Bond required \$2,700. This amount is held for the entire length of hire. It will be refunded within 30 business days after vehicle has been returned in satisfactory condition.	\$10 Per Day	\$2,700	\$2,700
	Liability Reduction B Reduce your Bond amount from \$2,700 to \$500*. 95% of Hirers select this option. <ul style="list-style-type: none"> ✓ Front Windscreen ✓ 4 x Tyres ✓ Roadside Assistance* ✓ Up to 4 Additional Drivers Included ✓ No Charge for Foreign Licenses 	\$25 Per Day	\$500 & Credit/Debit Card Imprint Required at Pickup	\$500*

*ALL BOND REFUNDS WILL TAKE UP TO 30 BUSINESS DAYS. Subject to the Terms & Conditions of Your Vehicle Rental Agreement. Exclusions Apply to Cover. Roadside Assistance does not cover call-out fees for 'human-error', including flat batteries, lost/locked keys or empty fuel tanks.

7.2 The Standard Damage Excess is \$2700 for drivers aged 21 and over and \$3200 for drivers aged 18 to 20 years. The liability can be reduced by taking 'Liability Reduction B' as shown in the table below. Break-ins, attempted break-ins, windscreen and tyre damage are classed as Single Vehicle Incidents. The excess applies in respect of each claim, not rental.

7.3 Damage cover (or Damage Liability Reduction) is available subject to the terms of our Vehicle Rental Agreement. This means that 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 you have paid the applicable amounts set out in the tables below within the timeframes set out in our Vehicle Rental Agreement.

7.4 The Damage Liability Reduction option covers most circumstances, where damage has been caused to the Vehicle during the period of hire. However, it is subject to certain exclusions which include:

- (i) Where the Vehicle has been driven off-road and/or has been driven on un-tarmacked roads and/or has been driven without due care and attention and/or has been driven negligently.
- (ii) Where the driver is under the influence of alcohol or drugs.
- (iii) Where the driver(s) has not been named on the Rental Agreement.
- (iv) Where the vehicle is loaded with more passengers than their stated capacity by Wicked Campers.
- (v) When damage is caused by the rental vehicle being towed away by any unauthorized third party.

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

7.5 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 as 'single vehicle incidents' and therefore it is your responsibility

to pay for all costs up to this limit if the vehicle is broken into. This may also include postage costs to send parts out to you. You are also responsible for compensating Wicked Campers in full for any loss in revenue that it suffers as a result of any damage, fire or theft to or of the vehicle whilst 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.

7.6 If a collision or single vehicle accident occurs, a Police report and case number must be provided along with the Third parties 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 retain copies of all rental documentation in the event that an insurance company is involved. Where damage is caused to the Vehicle on separate occasions, each incident will be considered as a separate claim for which you are liable for the excess.

7.7 If you have a non-fault accident and the vehicle is no longer driveable, 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. Note that this is at the discretion of Wicked Campers depending on the circumstances of the accident.

8. Roadside assistance

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

8.2 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 by Wicked Campers of the estimation of costs. The fees and expenses of any repair undertaken without the authorisation of Wicked Campers will not be reimbursed to you.

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

9. Price match guarantee and Specials

9.1 If you find the same vehicle offered by any other independent camper van rental company at a cheaper rate prior to booking, we will do our very best to match it. Our price match guarantee does not apply to promotional offers. From time to time we will offer low priced specials, often at the last minute. These specials are bound by the same Terms and conditions as all other hires. These specials are also for new bookings only. **8.2** Wicked has the right to remove any specials at any time without the need to inform customers in advance.

10. Charges and Bond

10.1 ALL BOND REFUNDS WILL TAKE UP TO 30 BUSINESS DAYS. When booking, and before taking Possession of the Vehicle valid credit or debit card details are required by Wicked Campers in place of a bond. Notwithstanding anything to the contrary in this Agreement, Wicked Campers is hereby irrevocably authorized to use these details in lieu of any moneys that become payable by You pursuant to this Agreement. We can do this without prior demand. You agree to pay:(i) Rental charges. All Charges are subject to a 5% Booking & Administration Fee. The total Rental Cost is the cumulative sum of fees relevant to the hire and includes

(a) Daily I agreement.This fee is waived if the hirer selects 'Liability Reduction B'.

(c) Short Hire Fee. During Peak Seasons and in selected locations, a Short Hire Fee will apply to all hires under 7 Days. Wicked Campers reserves the right to implement this fee at its discretion.**(d) Booking & Administration Fee 5%.** This fee applies to all hires and covers a range of administrative costs including reservation preparation and contract amendment. **(e) Remote Agency Fee.** Remote agency fees and conditions apply at Calgary & Toronto depots. Full payment prior to pickup is required for all remote agents. These depots are operated by third parties and have limited facilities. Wicked Campers charge this fee to cover expenses associated with relocating vehicles to and from these locations.**(f) KM / Mileage Allowance.** All Wicked Campers in USA & Canada include an allowance of 100 Miles (160kms) Per Day. Excess miles will be charged at \$0.25 per mile / \$0.16 per km. Extra Miles/Km Packages can be pre-purchased when booking a campervan.

(g) Area Of Use Fees. Exploring remote regions can increase the risk of damage to Wicked Campers' vehicles. So that Wicked Campers can cover the costs of additional wear & tare to the vehicles, You will need to pay an Area of Use Fee if You intend to travel within any of the following regions. Northern Territories Surcharge (Yukon/Alaska/Northwest Territories); Burning Man Festival. Penalties apply to hirers who do not disclose their full area of use at time of booking. These fees do not include any entry fees to National Parks (these are usually payable at entry gates).

(ii) The excess amount in respect of each incident resulting in damage to or loss of the vehicle, its accessories or any property left stored or transported in or upon the Vehicle, save to the extent that such damage or loss arises from the actions of Wicked Campers. **(iii)** You are liable for all fees, taxes, fines and penalties incurred in connection with the use of the Vehicle and for which Wicked Campers is charged, unless they have arisen through the fault of Wicked Campers. You agree to pay all charges, tolls, border crossing fees and court costs incurred in relation to the Vehicle by You or Wicked Campers from the commencement of the rental until the vehicle is returned to Wicked Campers, except where caused through the fault of Wicked Campers. You must pay the appropriate authority

any fines and costs if and when the authority demands this payment. If you do not, you will also be responsible for paying Wicked Campers reasonable administration charges.

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

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

(vi) Any charges resulting from dropping the van off at the wrong location and/or abandoning the vehicle.

(vii) Cleaning charges as per point 6.5.

(viii) In the event of any accident or incident during your hire, you agree that Wicked Campers Ltd can take and hold the excess amount as shown on the Rental Agreement, if deemed necessary, until a resolution has been decided by Wicked Campers Insurers. If the 3rd party involved is then proven to be fully liable by Wicked Campers Insurers your excess payment will be returned.

(ix) All hires originating in Vancouver, Calgary or Toronto will be charged in Canadian Dollars (CAD\$). All hires originating in LA will be charged in US Dollars (US\$).

11. Complaints

11.1 Wicked Campers aim to resolve any complaints within 28 days of receipt. Complaints must be made in writing to: northamerica@wickedcampers.com Complaints will only be handled if received within 28 days of the hire period ending.

12. You acknowledge that:

(i) You are aware that use of the vehicle and equipment involve many risks, dangers and hazards including, but 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; variation or changes in driving surfaces including rocks, gravel, cliffs, trees, roots, tree stumps, waterways and manmade structures such as bridges, berms and speed bumps; changing weather conditions; travel on highways and backcountry roads; encounters with domestic and wild animals; collision with pedestrians, motor vehicles, and other camping vehicles; failure to operate the vehicle and equipment safely or within one's own ability; mechanical failure of the vehicle and equipment; pressurized cooking fuels and appliances; kitchen equipment; negligence of other campers and persons; and NEGLIGENCE ON THE PART OF WICKED CAMPERS AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS, OR THEIR EMPLOYEES AND CONTRACTORS, INCLUDING FAILURE ON THE PART OF WICKED CAMPERS TO SAFEGUARD OR PROTECT YOU FROM THE RISKS, DANGERS AND HAZARDS AS A RESULT OF YOUR USE OF THE VEHICLE AND EQUIPMENT.

(ii) 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.

13. Release of Liability, Waiver of Claims and Indemnity Agreement

(i) In consideration of Wicked Campers agreeing to rent you the vehicle, and permitting your use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, you hereby agree as follows:

(a) 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 may suffer or that 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 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.

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

(c) 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;

(d) The Agreement and any rights, duties, and obligations as between the parties to this Agreement will be governed by and interpreted solely in accordance with the laws of the province where the hiring took place and no other jurisdiction; and

(e) Any litigation involving the parties to the Agreement 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.

(ii) 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.

(iii) 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 WHICH YOU OR YOUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST WICKED CAMPERS.

14. You and any driver specifically approved shall ensure that the Vehicle will not be used:

(i) For hire or reward.

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

(iii) In any manner which might render void the insurance policy, or other contract of insurance.

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

(v) By any person who: **(a)** is not licensed to drive the vehicle. **(b)** is under 21 years of age or over 70 *unless approved by Wicked Campers insurers. **(c)** is under the influence of drink or drugs. **(d)** has given a fictitious name, or address. **(e)** has not been approved by Wicked Campers as a driver. **(f)** has been convicted of a motoring offence the details of which have not been disclosed in writing to Wicked Campers at the commencement of the hire. 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.

15. You and any driver specifically approved shall:

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

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

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

16. You and any driver specifically approved shall not:

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

(ii) Make any claim for loss of or damage to any property left stored or transported in or upon the Vehicle unless due to our negligence.

17. General Provisions

(i) You release and hold harmless Wicked Campers (and its agents and employees) from all claims for loss or damage to your personal property, or that of any other person whose property is left in the Vehicle, or which is received, handled or stored by Wicked Campers at any time before, during or after the Entire Period, whether due to Wicked Campers negligence or otherwise.

(ii) Except as provided by law, and then only to the extent that any such obligation cannot be excluded: no part of any moneys paid or payable by You pursuant to this Agreement is refundable

(iii) 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 due.

(iv) Wicked Campers will allocate vehicles ahead of time depending on many factors from availability to mechanical/servicing requirements.

(v) Wicked cannot guarantee a specific camper (colour/name) on pick up. Wicked reserves the right to conduct modification to the layout of the vans at any time.

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

(vii) Where any dispute arises between Wicked Campers and the Hirer as to any date or amount or the existence of any fact (including any breach) for the purposes of any provision of this Agreement, a certificate signed by any one of the directors, attorneys, solicitors or secretary for the time being of Wicked Campers stipulating the same shall be conclusive evidence thereof unless You prove the contrary.

(viii) Should any term, covenant, condition, provision, stipulation or restriction herein contained be or become illegal or unenforceable then in such case this Agreement shall be read and construed as if such term, covenant, condition, provision, stipulation or restriction as the case may be had been severed from the beginning and the remaining part of this Agreement shall remain in full force and effect.

18. Definitions and Interpretations:

Unless the context otherwise requires, in this Agreement the following words shall have the meanings ascribed to them: 'Area of use' means any one or more of the areas identified on the face of the Vehicle Rental Agreement, 'Commencement Date' means the date and time noted in the 'Out' section on the face hereof, 'Daily Hire Charge' means the amount noted as such on the face hereof, 'Details' means full name, address related to your driving license, date of birth, phone number, email address, licence number and licence expiry date, 'Hire Period' means the period commencing on the Commencement Date and terminating on the Return Date, 'Hirer' means a person who has personally **(a)** Attended at the Rental Location **(b)** presented a copy of his or her Driver's licence to the company's representative, and **(c)** signed the acknowledgement at the foot of the Agreement; 'Keys' means any and all keys relating to the Vehicle and delivered to You by a representative of Wicked Campers; 'Possession' means any degree of possession and includes actual custody and lawful, legal and constructive possession; 'Rental Location' means the premises from which you take Possession of the Vehicle at the commencement of the Total Hire Period; 'Return Date' means the time and date noted in the 'Due In' section on the face hereof or the Extended Return Date as the case may be; 'Return Location' means the premises nominated as such on the face hereof, and in the absence of any such nomination, means the Rental Location; 'Third Party' means any person other than You or Wicked Campers, 'Total Hire Period' means the Hire Period and includes each day thereafter until the Vehicle is physically returned to the return location, 'Unauthorized Person' means any one or more of the following persons: **(a)** A person who is not a Hirer, **(b)** A person who is not licensed for the class of vehicle to which the Vehicle belongs (whether or not such person is a Hirer), **(c)** A person whose blood alcohol concentration exceeds the lawful percentage, **(d)** A person whose driver's licence has been cancelled, endorsed or suspended within the last three years or who is otherwise on a probationary licence (whether or not such person is a Hirer), **(e)** A person who has held a driver's licence for less than two years (whether or no such person is a Hirer), or **(f)** A person who has not inserted his or her full Details on the Rental Agreement (whether or not such person was otherwise intended to be a Hirer), 'Vehicle' means the motor vehicle identified on the Rental Agreement and includes all accessories, tyres and equipment affixed (permanently or otherwise) thereto or contained therein and any replacement motor vehicle, 'You' means the Hirer hereunder.