

# VEHICLE RENTAL AGREEMENT

VRA Version 8.1

## 1. Rental

**1.1** The Company agrees to hire the Vehicle to you, and you agree to hire the Vehicle from the Company, for the Term on and subject to the terms set out in this Agreement.

**1.2** Before taking Possession of the Vehicle you must thoroughly inspect and test the Vehicle and note any damage or defects on the Vehicle Condition diagram on the Face. By taking Possession of the Vehicle, you warrant that you have done this and satisfied yourself that the Vehicle is delivered to you in good operating and roadworthy condition, with the seal of the odometer unbroken, and without any damage or defects and in satisfaction of all statutory warranties and conditions save as noted.

**1.3** You must return the Vehicle (and the Keys) to the Return Location on the Return Date in a clean state and in the same condition as it is in as at the Start Date fair wear and tear excepted (other than windscreen or tyre rim damage). If you do not return the Vehicle by the Return Time on the Return Date: **(a)** you must pay the greater of \$10.00 for each hour after the Return Time until you deliver same or the equivalent of one day's Daily Hire Charge, and **(b)** we may report it as stolen.

## 2. Charges and Security Deposit

**2.1** Before taking Possession of the Vehicle, you must: **(a)** pay the Daily Hire Charge for each day of the Term in advance, and **(b)** provide us with a security deposit in the form of either a cash payment equal to the Bond or a credit card imprint signed by the cardholder. If the Vehicle is returned with the seal of the odometer broken you must pay an additional \$250 for each day's hire.

**2.2** You irrevocably authorise us from time to time to debit any moneys that become payable by you under this Agreement against any credit card in respect of which you provide an imprint, and/or to set off same against any security deposit provided by you in cash. We can do either of these without prior demand and, where You have provided a credit card imprint, even if the total moneys payable by you exceeds the Bond or the credit card slip has been destroyed or returned. In addition, we may at any time debit against any credit card imprint provided by you an amount equivalent to the Bond and such amount shall be treated as a security deposit provided in cash for the purposes of this Agreement.

**2.3** We shall be entitled to mix any security deposit you provide in cash with our own money and to deal with same as we please. To the extent that it exceeds the amount of any moneys that become payable by you hereunder, and provided you have complied with Clause 2.4, an amount equal to any security deposit you provide in cash shall be repaid by us within 60 days of the later of the date on which: **(a)** Possession of the Vehicle is returned to or retaken by us, or **(b)** all Third Party Claims are finalised.

**2.4** Upon you returning Possession of the Vehicle to us, or our retaking same, you must either provide us an Incident Report in respect of each Incident, or give us a written notice in our approved form confirming that no Incident has occurred and indemnifying us in respect of any potential Claims.

## 3. Additional Charges For Which You May Become Liable

**3.1** You hereby indemnify us in respect of any and all loss and/or damage (whether direct or consequential) and liabilities that we or any Third Party sustain or incur that in any way relates to or arises out of your breach of this Agreement or your use of the Vehicle during the Term, including but not limited to **(i)** any personal injury, loss of income, expense, or property loss or damage of any kind; **(ii)** any repair costs to the Vehicle or any Third Party vehicle, or the replacement cost thereof if it cannot be repaired economically; **(iii)** any fine or penalty whatsoever (including for camping, parking, speeding or traffic violations), any assessment, transportation, towing and recovery, storage, and cleaning charges or expenses; **(iv)** any legal and administration expenses (on a full indemnity basis) in any way relating to investigating and/or responding to, defending or prosecuting or settling any legal proceedings, claims, enquiries or investigations; **(v)** any judgment or order obtained by any Third Party against, including interest thereon; and **(vi)** for any SVA, the Liability Fee.

**3.2** You must pay any amount for which you have indemnified us under Clause 3.1 without demand.

**3.3** We reserve the right to charge you for any infringement and unpaid toll notices incurred during your possession of the Vehicle and you agree that we may charge such amounts to your credit card. You agree to pay administration costs of \$77 per infringement and unpaid toll notice, which will be charged to the credit card provided at the time of hiring without further notice to you. You agree that personal information provided to us in connection with the rental of the Vehicle, including your credit card details, may be disclosed by Wicked to a third party for the purpose of contacting you in relation to any infringement and unpaid toll notice incurred during your possession of the Vehicle and for administration costs incurred by Wicked. Any enquiries relating to infringement, unpaid toll notices and administration costs are to be directed to [info@forwardau.com](mailto:info@forwardau.com).

## 4. Breach

**4.1** We may terminate this Agreement immediately if you breach this Agreement.

**4.2** You breach this Agreement if, regardless of the reason: **(i)** You fail to do any of the following: **(a)** pay any part of any moneys payable hereunder by the due date; **(b)** report any Incident to the police or other proper authority, and to us, within 24 hours thereof; **(c)** submit an Incident Report to us within 24 hours of any Incident; **(d)** deliver to us any summons, complaint, claim or other legal process you receive in relation to any loss or damage involving the Vehicle with 24 hours of such receipt; **(e)** immediately to rectify and inform us of any defect in the Vehicle of which you become aware or of which you should have been aware; **(f)** properly to secure any load or equipment which leads to any loss or damage; **(g)** maintain appropriate fluid levels for the Vehicle (including oil and water); **(h)** return the Keys when returning the Vehicle; or **(i)** comply with your obligations hereunder (whether positive or negative); **(ii)** You do any of the following: **(a)** abandon or apparently abandon, part with Possession of, or grant or create any security interest in or lien over, the Vehicle; **(b)** permit, or suffer the Vehicle to be driven by, or drive the Vehicle whilst, an Unauthorised Person; **(c)** fail promptly to provide all information and assistance we request from time to time; **(d)** make any false or misleading statement to us; **(e)** fail to disclose any Material Fact; or **(f)** drive or use the Vehicle: **(1)** outside any nominated Area of Use; **(2)** on unsealed roads or in off-road conditions; **(3)** to carry persons for hire or to carry any inflammable, explosive or corrosive materials; **(4)** to propel or tow any vehicle, trailer, boat or other object; **(5)** to carry any animal; **(6)** to carry any greater load and/or more persons than is lawful, or to use in a manner or for a purpose other than for which the Vehicle was designed and constructed; **(7)** for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested for any of those purposes; **(8)** in a dangerous, dazed or negligent manner; **(9)** in a manner or for a purpose that contravenes any applicable law; or **(10)** without due care and attention; or **(iii)** Any of the following happen: **(a)** the Vehicle is: **(1)** lost or stolen; **(2)** totally or partially immersed in water; **(3)** damaged by driving it under an object lower than the height of the Vehicle; **(4)** damaged by loading or unloading, other than normal wear; **(5)** involved in any camping, or parking, speeding or other traffic violation or in any civil wrong or criminal offence; or **(6)** involved in any collision with another vehicle which has been caused or contributed to by You; **(b)** the Vehicle is involved in any SVA; **(c)** the underbody, interior or tyres of the Vehicle is damaged (fair wear and tear excepted); **(d)** if you have directed us to charge any moneys payable by you hereunder to a person who is not a Hirer, and that person fails to make payment when due; or **(e)** Any attempt by the Company to deduct moneys from any credit card nominated by you is declined other than because of a technological fault.

## 5. Company's Indemnity (Damage Cover)

**5.1** If the Vehicle is involved in a collision other than in an SVA then you may purchase an indemnity ("the Indemnity") by paying the Liability Fee and providing an Incident Report to us. When purchasing an Indemnity, you warrant that you are entitled to purchase same under Clause 5.2, and you agree that: **(i)** we may bring, defend or settle legal proceedings in relation to the Incident in your name and shall have sole conduct of any related proceedings or settlement negotiations; and **(ii)** any rights that you at any time have or might have against any other person (except for any personal injury) because of the Incident are assigned to us ("the Rights"). Provided you are entitled to purchase an Indemnity at the time the Liability Fee is paid by or charged to you and provided that you do not breach this Agreement after the Incident, if you purchase an Indemnity we will indemnify You in respect of any Court Judgment obtained by a Third Party (except any friend, relative or spouse of yours) against you for any property loss or damage arising from that Incident up to a limit of \$50,000 (inclusive of legal costs and interest) other than for loss or damage to property in your Possession.

**5.2** You are not entitled to purchase an Indemnity if You: **(i)** do not do so within 12 hours of the Incident; **(ii)** are in breach of this Agreement at any time before or after the Incident; **(iii)** are covered by any insurance; **(iv)** have admitted fault or liability for the Incident; **(v)** have done or omitted to do anything that in our opinion detrimentally affects any of the Rights or our ability to defend any legal proceedings; or **(vi)** cannot or do not identify the other vehicle or driver involved.

**5.3** If the Vehicle is involved in an SVA, you must immediately pay the Liability Fee whereupon, except where Clause 4.2(iii)(a) applies, we will indemnify You for any damage to the Vehicle provided You: **(i)** are not covered by any contract of insurance, and **(ii)** are not in breach hereunder at the time of or at any time after the Incident other than by reason of the Vehicle being involved in an SVA.

## 6. General

**6.1** You release and hold harmless the Company, its officers agents and servants from all claims for loss or damage: **(a)** to any property that is received, handled or stored by the Company at any time before, during or after the Total Term, whether or not due to the Company's negligence; or **(b)** you sustain by reason of the Company's exercise, or purported exercise, of its rights hereunder.

**6.2** Except as provided by law: **(1)** no part of any moneys paid by you is refundable unless **(a)** we terminate this Agreement for any reason other than for your breach of this Agreement, or **(b)** You terminate this Agreement because we have breached any express or implied condition hereunder; and **(2)** our liability to give any refund is limited to the total of any Daily Hire Charges for the period from the date of termination until the end of the Term.

**6.3** Each party hereby releases and discharges the other from any Claim it may have against the other if it does not file legal proceedings to enforce same within three months from the Return Date.

**6.4** The main subject matter of this Agreement includes any substitute or replacement Vehicle. Accordingly, if any Vehicle supplied is defective, you agree to accept another vehicle we nominate in substitution for that vehicle and, if we require, promptly to collect same from our nominated depot. Except as provided by law, you also agree to accept a reimbursement of the Daily Hire Charge for each full day's hire you lose in full settlement of any Claim you have in relation thereto.

**6.5** Our rights hereunder are additional to any other rights we may have, and the exercise of any rights hereunder shall in no way limit, restrict or prejudice the latter.

**6.6** No waiver of any right hereunder shall bind us unless it is in writing.

**6.7** This Agreement shall be governed by the laws of the State of Queensland and You submit to the nonexclusive jurisdiction of the Courts of the said State.

**6.8** As between us and you, you are deemed to have caused any Incident unless you prove otherwise.

**6.9** A certificate signed on our behalf shall be prima facie evidence of any fact stated therein.

**6.10** We recommend that you obtain separate travel insurance. However, we do not provide or arrange insurance of any kind. You acknowledge and agree that we are not an insurer and that Clause 5 gives only a limited indemnity and is not intended to create a contract of insurance. If, despite the foregoing, this Agreement includes, or is held to include, a provision of insurance of any kind then this Agreement shall be read and construed as though Clause 5 and any other provision of insurance not expressly set out herein had been severed, from the beginning, and the remainder of this Agreement shall remain in full force.

**6.11** You may have other or additional rights under an applicable Australian law. This Agreement is to be read down or modified so as to avoid any inconsistency with such law, but only to the extent that the law does not permit your rights to be excluded, restricted or modified. Subject to the foregoing, should any term, covenant, condition, provision, stipulation or restriction herein (or any part thereof) be or become void, illegal or unenforceable then in this Agreement shall be read and construed as if the same had been severed from the beginning and the remainder of this Agreement shall remain in full force.

**6.12** Time is of the essence under this Agreement.

**6.13** You hereby authorise and direct any person having legal authority to maintain any traffic or criminal history or record relating to You to provide a copy of same to the Company. If you purchase an Indemnity under Clause 5, you also waive any claim to legal professional privilege as against us.

**6.14** Any moneys payable by you hereunder shall be recoverable by us as a liquidated debt.

**6.15** You must pay all taxes and duties that in any way relate to or arise out of this Agreement.

**6.16** You must comply with our policies (as amended from time to time) as published on the internet, including on [www.wickedcampers.com.au](http://www.wickedcampers.com.au), to the extent that they are not inconsistent herewith.

**6.17** This Agreement binds every person who signs it even if one or more other parties fail to sign same.

**6.18** We and/or the owner of the Vehicle may retake possession of same at any time without prior notice.

**6.19** You acknowledge and agree that nothing herein is intended to benefit any person who is not a party.

**6.20** The parties' accrued obligations hereunder do not merge upon termination of this Agreement.

**6.21** You cannot assign your rights under this Agreement.

**6.22** You warrant that you have read these terms before entering to this Agreement and that they are fair.

## 7. Definitions and Interpretation

**7.1** Unless the context otherwise requires, in this Agreement: "Area of Use" means the area identified on the Face; "Bond" means \$2,000 or any other amount noted as such on the Face; "Claim" means any claim, suit or cause of action, whether at law, in equity or under statute that in any way relates to or arises out of an Incident, this Agreement, or the Vehicle or your use thereof; "Company" means Juicy Love Pty Ltd (ACN 122 112 789); "Court" excludes a Tribunal; "Daily Hire Charge" means the daily fee stated on the Face; "Details" means full name and address, date of birth, and licence number; "Extended Return Date" means 10.00 am (or such other agreed time) on the last day of any agreed extension of the Term; "Face" means the reverse page of these terms or any document to which these terms are attached, as the case may be; "Hirer" means a person who has personally signed the Face and, unless we otherwise agree, has: **(a)** personally attended at the Pickup Location, and **(b)** supplied a copy of his or her driver's licence to our authorised representative; "Incident" means any event involving actual or potential loss, damage, expense or liability to us or a Third Party in any way relating to the Vehicle or your use thereof during the Term, including a collision and theft; "Incident Report" means a complete, accurate and legible written report in respect of any Incident in our approved form and signed by you; "Judgment" excludes a judgment granted summarily, by default or consent or by reason of any express or deemed admission; "Keys" means all keys relating to the Vehicle; "Liability Fee" means, in the case of an SVA, the 'Single Vehicle Liability' amount specified on the Face otherwise the 'Damage/Loss Liability' specified on the Face; "Material Fact" means any fact about you that had it been disclosed to us might reasonably be expected to have resulted in our refusing to enter into this Agreement; "Pickup Location" means the premises from which you take Possession of the Vehicle on the Start Date or such other premises nominated as such on the Face; "Possession" means any degree of possession, including custody; "Return Date" means the 'Due Return Date' stated on the Face, or the Extended Return Date as the case may be; "Return Location", unless stated otherwise on the Face, means the Pickup Location; "Return Time" means the 'Due Return Time' stated on the Face, otherwise 10:00am; "SVA" means any Incident whatsoever except a collision involving another vehicle (other than whilst reversing); "Start Date" means the 'Pickup Date' and 'Pickup Time' stated on the Face; "Term" means the period commencing on the Start Date and terminating on the Return Date; "Third Party" means any person other than you or us; "Total Term" means the Term and includes each day thereafter until the Vehicle is returned to the Return Location; "Tribunal" means any forum that is not a court of law or does not permit legal representation as of right; "Unauthorised Person" means a person who is not a Hirer, or who is a Hirer but: **(a)** is under 21 years old; **(b)** is not licensed for the class of the Vehicle, **(c)** has a blood alcohol concentration exceeding the lawful percentage, **(d)** whose driver's licence has been cancelled or suspended within the last three years or who is on a probationary licence, **(e)** has held a driver's licence for less than two years, **(f)** has not supplied his or her full Details on the Face, **(g)** at any time in the five years immediately prior to the Start Date was involved in an motor vehicle accident, committed any traffic infringement or criminal offence or made any claim in relation to any insurance policy arising out of the use or ownership of a vehicle, or was affected by any medical condition which might in any way impair his or her ability safely to manage a vehicle; "Vehicle" means the vehicle identified on the Face and includes any substitute or replacement vehicle we supply, and (except in Clause 1.1) includes all accessories, tools, tyres and equipment therein.

**7.2** In this Agreement: **(a)** A reference to: **(i)** the singular include the plural and vice versa; **(ii)** one gender includes the other genders; **(iii)** a person includes any firm, company, corporation, government, governmental authority, state or agency of a state or any association or partnership (whether or not having corporate legal personality); **(iv)** a statute refers to all statutory provisions consolidating, amending or replacing same and all regulations, rules, by-laws, proclamations, orders and other authorities pursuant thereto; **(v)** a clause, sub-clause, or paragraph shall refer to a clause, sub-clause, or paragraph to or of this Agreement; **(vi)** a right includes a power, privilege or remedy; **(vii)** the whole of anything includes any part of it; **(viii)** "we", "us" or "our" is to the Company; **(x)** "you" or "your" or "yourself" is to the Hirer (or to the Hirers jointly and severally if there is more than one); **(b)** headings are used for convenience only and shall not be used in the interpretation of this Agreement; **(c)** derivatives of any term defined herein shall have a corresponding meaning; **(d)** any two or more Hirers are bound jointly and severally; and **(e)** a release, or the unenforceability, of any obligation hereunder vis-à-vis any Hirer shall not affect the liability of any other Hirer.