

An agreement made between New Zealand Campervans Group Limited Trading as New Zealand Campervans (herein called the owner) and the hirer whose particulars are entered in this agreement. It is hereby agreed as follows;

VEHICLE DESCRIPTION

The owner agrees to rent the vehicle to the hirer subject to these terms and conditions.

DURATION OF HIRE

The term of hire shall be for the period as described in this agreement. Refunds are not available if the vehicle is returned earlier than agreed.

Hire charges are calculated on a calendar-day basis. The pickup day is counted as the first hire day and the return day is counted as the final hire day, regardless of pickup or return time.

PERSONS WHO MAY DRIVE THE VEHICLE

The vehicle may be driven during the period of hire only by the persons nominated in this agreement and only if each such person holds a current drivers licence (particulars of which are given alongside drivers name and address) appropriate for the vehicle at the time when they are driving the vehicle.

PAYMENTS BY HIRER

The hirer shall pay to the owner as payment for the hire of the vehicle for the period of hire referred to in Details of Hire of this agreement the sum as specified in this agreement.

In addition to the payment specified in Charges and Payments of this agreement, the hirer shall be liable for any additional charges, fuel, late return, traffic fines or infringement and administration cost of NZ\$75 for each claim in addition to the traffic offence.

The hirer is responsible for any parking, toll road, freedom camping or traffic infringement fines incurred during the hire period.

CANCELLATION, DEPOSIT AND REFUNDS

A deposit of 25% of the total booking cost is required to secure a booking, unless otherwise agreed in writing by New Zealand Campervans. The booking is not confirmed until the deposit has been received and accepted by New Zealand Campervans.

The balance of the booking cost must be paid no later than 45 days before the agreed pickup date. If the balance is not received by the due date, New Zealand Campervans may treat the booking as cancelled and cancellation fees may apply.

If the hirer cancels a confirmed booking, the following cancellation fees apply:

More than 61 days before pickup: 10% of the total booking cost
60 to 31 days before pickup: 25% of the total booking cost
30 to 15 days before pickup: 50% of the total booking cost
14 to 7 days before pickup: 75% of the total booking cost
6 days or less before pickup, on the pickup date, or in the case of non-appearance: 100% of the total booking cost

Cancellation fees are calculated based on the total confirmed booking cost, excluding any refundable security bond.

No refund is available for late pickup, early return, unused hire days, change of mind after pickup, or unused optional extras once the hire has commenced.

Any change to pickup date, return date, hire duration, vehicle type or booking details is subject to availability and approval by New Zealand Campervans. If a booking is shortened after confirmation, cancellation fees may apply to the cancelled hire days.

If New Zealand Campervans is unable to provide the booked vehicle due to accident, mechanical failure, damage, theft, force majeure, or circumstances beyond its reasonable control, New Zealand Campervans may offer a comparable replacement vehicle where available. If no suitable replacement vehicle is available, New Zealand Campervans' liability will be limited to refunding the unused hire charges paid by the hirer.

Nothing in this clause limits any rights the hirer may have under the Consumer Guarantees Act 1993 or any other applicable New Zealand law.

HIRERS OBLIGATIONS

The hirer must:

- Monitor warning lights, fluid levels and tyre pressures.
- Stop driving immediately if mechanical issues arise.
- Take reasonable care of the vehicle.
- Keep the vehicle locked and secure when unattended.
- Report damage or mechanical issues immediately.

INSURANCE

Subject to the exclusions set out below, the hirer and any authorised driver are covered under the owner's motor vehicle insurance policy for accidental loss of or damage to the vehicle, its accessories and equipment, up to the applicable insured value of the vehicle, subject to the terms, conditions and excesses of the policy and this agreement.

The hirer is responsible for payment of the applicable insurance excess for each incident or claim, regardless of fault, unless otherwise agreed in writing by New Zealand Campervans.

Subject to the exclusions set out below, the hirer and any authorised driver are covered under the owner's motor vehicle liability insurance for legal liability to third parties for accidental damage to property or accidental bodily injury arising from the use of the vehicle, up to the limits of the applicable insurance policy.

The hirer is responsible for any damage to the interior of the vehicle including but not limited to burns, stains, odours, water damage, mould, misuse of appliances or equipment, pet damage, smoking damage and excessive cleaning requirements.

PERSONAL PROPERTY

New Zealand Campervans accepts no responsibility for personal belongings lost, stolen or damaged during the hire period.

BOND/SECURITY DEPOSIT

A security bond may be required prior to vehicle collection.

The hirer authorises New Zealand Campervans to deduct from the bond any amounts owing under this agreement including but not limited to:

- Damage
- Cleaning
- Refuelling charges
- Late return fees
- Traffic infringements
- Road User Charges
- Missing equipment
- Administration fees

The security bond does not limit the hirer's liability under this agreement and additional charges exceeding the bond amount remain payable by the hirer.

ACCIDENTS

If you are involved in an accident that results in damage to the vehicle or any third party property, you must contact us immediately, and within 24 hours at the latest.

At the accident scene, you must:

- Obtain the details of any third parties and witnesses and take photos of their drivers licences and report the accident to the police.
- Take photographs of the damage to all vehicles and registration numbers.

ROADSIDE ASSISTANCE:

Upon pickup of the vehicle, we will provide you with the information about 24 hour roadside assistance.

Roadside assistance covers:

- Mechanical breakdowns, such as engine faults, electrical faults, cooling system issues and vehicle recovery; and
- Subject to you paying the fees charged by the third party service provider, non-mechanical breakdowns, such as out of fuel, incorrect fuelling, wheels and tyres, flat batteries, a breakdown as a result of damage caused by an accident, and keys being lost, broken or locked in the vehicle.
- Lost or damaged keys, lockout callouts and key replacement costs are the responsibility of the hirer.

EXCLUSIONS:

The indemnities referred to above shall not apply where damage, injury or loss arises when;

- The driver of the vehicle is under the influence of alcohol or any drug that affects the driver's ability to drive the vehicle
- The vehicle is driven by any person not specified as an authorised driver in the Rental Agreement.
- Costs and damage caused by or in connection with reckless conduct or wilful misconduct of you or any of your invitees including incidents involving sitting or standing on the bonnet, boot, roof of the vehicle.
- Attempted theft of the vehicle or its contents resulting in damage where the vehicle was left unlocked.
- The cost of retrieval of the vehicle, which may include, but not limited to, a vehicle becoming bogged, submerged, trapped, stuck in any restricted way.
- Any single incident or accident where the vehicle has rolled, tipped or fallen over.
- The vehicle is in an unsafe or unroadworthy condition that arose during the hire and that caused or contributed to the damage or loss, and the hirer or driver was aware

or ought to have been aware of the unsafe or unroadworthy condition of the vehicle.

- The vehicle is operated in any race, speed test, rally or contest.
- The vehicle is driven by any person who at the time drives the vehicle while disqualified from holding or has never held a driving licence appropriate for the vehicle.
- The vehicle is wilfully or recklessly damaged by the hirer or any other person named in Hirer Details of the agreement or driving the vehicle under the authority of the hirer or is lost because of the wilful or reckless behaviour of the hirer or any such person.
- The vehicle is operated on any of the following roads
 - Bluff Road (that runs between Kuatunu and Matarangi, North of Colville township Coromandel Peninsula
 - Skippers Canyon Road, Queenstown region
 - Crown Range Road, Wanaka
 - Ball Hutt Road, Mt Cook
 - 90 Mile Beach, Northland
 - ALL ski access roads
- The vehicle is operated outside the terms of the hire or any agreed extension of that term.
- Any loss or damage arising from a breach of this agreement or any act or omission by the hirer or authorised driver that results in insurance cover being reduced, declined or unavailable.
- Damage caused by water ingress, submersion, contact with overhead objects, underbody impact or driving through flooded areas.
- Damage to tyres, windscreen, mirrors, roof-mounted equipment or underbody components except where such damage forms part of a larger insured accident claim.

The hirer must comply with all New Zealand laws and road rules.

Nothing in this agreement limits any rights the hirer may have under the Consumer Guarantees Act 1993 where applicable.

ANIMALS

Hirers are not permitted to carry animals in vehicles at all times except for bona fide assistance animals (notified to New Zealand Campervans).

OWNERS OBLIGATIONS

The owner shall supply the vehicle in a safe and roadworthy condition up to current Certificate of Fitness standards.

MECHANICAL REPAIRS AND ACCIDENTS

If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the hirer shall advise the owner of the full circumstances by telephone as soon as practicable.

The hirer shall not arrange or undertake any repair or salvage without the authority of the owner except to the extent that the repair or salvage are necessary to prevent further damage to the vehicle or to the other property.

If the booked vehicle becomes unavailable due to accident, breakdown or circumstances beyond our control, New Zealand Campervans reserves the right to substitute a comparable vehicle or provide a refund limited to unused hire charges.

NOTE: The hirer is responsible for fuel, punctures, tyre damage and other operating costs incurred during the hire period. And further, in the unlikely event of a mechanical problem, repair costs will be borne by the owner as outlined in the rental agreement. However in the event of an accident or breakdown, the owners do not accept any responsibility for hotel or motel charges and their liability is limited to the refund of hire charges for total loss of vehicle use.

USE OF THE VEHICLE

The vehicle must not be used for commercial passenger transport unless approved by New Zealand Campervans.

The hirer shall;

- a. Observe and comply with all relevant law.
- b. Keep the vehicle in good condition
- c. Ensure the vehicle has enough fuel and is only filled with the correct fuel type
- d. Ensure that no person interferes with any part of the engine, transmission, braking or suspension systems of the vehicle
- e. Ensure snow chains are fitted correctly.
- f. Inspect fuel, oil, coolant and tyre pressure daily
- g. Monitor warning lights and notify New Zealand Campervans immediately if mechanical issues arise.
- h. Keep doors and windows closed and locked whenever unattended or not in use.
- i. If travelling with a child, ensure that a child restraint is installed and used correctly. The fitting of the restraint is the sole responsibility of the hirer.

The hirer shall not;

- a. Sublet or hire the vehicle to any other person
- b. Permit the vehicle to be operated outside hirer's authority.
- c. Operate the vehicle or permit it to be operated to propel or tow any other vehicle
- d. Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the vehicle.
- e. Allow smoking or vaping in the vehicle. A violation of this policy will result in a \$300 fee.
- f. Drive the vehicle off road, on undesignated or unpaved roads, on beaches, through water crossings, on snow affected roads without chains, on closed or flooded roads, or through any locations New Zealand Campervans notifies at time of collection.

RETURN OF VEHICLE

The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the owner's place of business or the owner's agent at the agent's place of business or obtain the owner's consent to the continuation of hire.

Any damage or issues with the vehicle should have been reported during the hire but if there are follow-up issues these must be reported on return.

The vehicle must be returned:

- In the same condition as when the vehicle was picked up.
- In a reasonable state of cleanliness (with any toilet cassette and grey water tank emptied, free of hair, sand, dirt, mud, grime, rubbish, food scraps and any other messes).
- All linen stripped from the beds and set in a pile for cleaning.
- Full tank of fuel
- Full gas canister (if applicable)
- With all keys, accessories and equipment.

Late return fees may apply where the vehicle is returned after the agreed return time.

Cleaning fees may range from NZD \$75–\$300 depending on the condition of the vehicle.

IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

The owner shall have the right to terminate the hiring and take immediate possession of the vehicle if the hirer fails to comply with any of the terms of this agreement, or if the vehicle is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under this agreement or otherwise

ROADUSER CHARGE RECOVERY FEE

The roaduser charges are payable to New Zealand Campervans upon return of the vehicle. Applies for all diesel vehicles. The Road User Charge will be calculated on return of the camper based on kilometres travelled during hire. Road User Charges are as follows:

\$.09 a km
1000km = \$90