

GENERAL POLICY INFORMATION

1. **Only the people** listed on page 1 of this agreement will drive the vehicle.
2. **Everyone driving** the vehicle must have a valid full NZ or overseas driving licence (translated into English if necessary) that is required for the class of vehicle and is aged 25 or over. Inexperienced driver excess of NZ\$1000 applied when license held <12 Months.

DISPUTES

3. **If you believe** you have been incorrectly charged or you have any other complaint about your experience, you must inform us by giving us a written complaint within 20 working days.
4. **We will aim** to resolve all complaints amicably and in good faith.
5. **If you are unhappy** with the outcome, you have the right to engage external dispute resolution options.

YOUR OBLIGATIONS

6. Payment

- a) The Hirer shall pay the Operator for the hire of the Vehicle the sums specified in the rental agreement, send out to you at time of booking. At the time of booking a 20% deposit is payable. The deposit secures the booking. The balance shall be due 42 days before the commencement of the hire. If the balance is not received 42 days before commencement of the hire, the Operator reserves the right to treat the booking as cancelled. If the term of hire is later extended the Hirer shall pay the Operator for the additional hire period when the Operator confirms the extended period. Extensions are subject to availability and are calculated at the daily rental rate on the date booked. Rates include GST. Rental days are calculated on a calendar basis. Part days at the start or end of the hire are charged at the full daily rate.
- b) Late pick up, or early return of the Vehicle shall not entitle the Hirer to any refund of the unused portion of the rental.
- c) The Hirer agrees to pay a bond equal to the applicable insurance excess at the start of the hire which will be refunded once the Vehicle and its contents have been returned in the same condition as when hired and the Vehicle is returned to the agreed location on the agreed date. The bond will be reduced rateable and proportionally to allow the Operator to put the Vehicle and its contents back in the same condition it was when it was hired.

7. You may also be liable for any relevant additional charges for:

- a) fuel; b) Road User Charges; c) Returning the vehicle later than the agreed time;
 - d) Damage to or repair of the vehicle, and enforcement charges relating to this;
 - e) Traffic fines, infringement fees, and any administration cost we must pay in relation to this; or f) Toll charges.
8. **At the start** of the hire, you must give us your credit card details. We may put a hold on your credit card up to the total value of the liability excess. If any loss occurs, we will charge the loss based on the actual costs to your credit card. All payments shall be made in New Zealand Dollars. A non-refundable 2.9% administration fee will apply for transactions using accepted Visa-, Master- credit and debit cards.

HOW TO USE THE VEHICLE

9. You must never:

- a) Use or let anyone else use the vehicle to transport passengers for hire or reward unless you let us know in writing, and you are appropriately licensed under Part 4A of the Land Transport Act 1998 ("the Act");
- b) Sublet or hire the vehicle to anyone else;
- c) Allow the vehicle to be used outside of our authority;
- d) Drive or let anyone else drive the vehicle in breach of sections 56, 57 or 58 of the Act;
- e) Drive or let anyone else drive the vehicle in any race, speed test, rally or contest;
- f) Use the vehicle or let anyone else use the vehicle in breach of the Act, the Land Transport (Road User) Rule 2004, the Freedom Camping Act 2011, or any other Act, regulation, rule or bylaw about road traffic;
- g) Use the vehicle or let anyone else use the vehicle to transport more passengers or goods than set in the certificate of loading and RUC certificate (whichever sets less); or
- h) Drive the vehicle or let anyone else drive the vehicle on any roads listed in clause 36(g) of this agreement, or on any beach, driveway, or surface likely to damage to the vehicle.
- i) Smoke in the Vehicle. Any evidence of smoking in the Vehicle shall incur a cleaning fee of NZ\$500; and Animals, except for registered guide dogs, are not permitted inside the Vehicle.

10. It is your responsibility to ensure that:

- a) You take reasonable care when driving and parking the vehicle;
- b) You maintain the water in the vehicle's radiator and battery at the proper level;
- c) You maintain the oil in the vehicle at the proper level;
- d) You maintain the tyres at the proper pressure;
- e) The vehicle is secure and locked whenever it is not being used;
- f) Nobody interferes with the distance recorder or speedometer;

- g) Nobody interferes with any part of the engine, transmission, braking or suspension systems;
- h) If a warning light appears, or you believe the vehicle needs mechanical attention, you stop driving and contact us at once; and
- i) You keep a copy of this agreement in the vehicle during the hire.

ACCIDENTS

11. Regardless of who is at fault, if the vehicle is involved in an accident, is damaged, breaks down or needs repair or salvage, you must notify us at once. You must not arrange or carry out any repairs or salvage without our approval unless this is necessary to prevent further damage to the vehicle or other property.

RETURNING THE VEHICLE

12. You must return the vehicle before or at the end of the hire period to the address set out on page 1 of this agreement, or obtain the Operator's consent to the continuation of the hire. Any alteration to the place the Vehicle is returned to may be subject to a charge of up to NZ\$1000. Failure to return the Vehicle at the agreed time and/or day will incur a late fee of NZ\$150 per day payable in addition to the daily rental rate for each day until the Vehicle is returned. Vehicle must have:

- a) a full diesel and water tank and full LPG bottles. Failure to do so shall result in refill charges of fuel cost plus NZ\$50;
- b) empty waste tanks;
- c) all Vehicle equipment accounted for and undamaged. The Hirer is liable for any equipment that is damaged or not accounted for;
- d) In a reasonably clean and tidy condition. Failure to do so shall result in a cleaning fee of up to NZ \$250.

OUR RESPONSIBILITIES

13. We will make sure the vehicle is in a safe and roadworthy condition and displays a valid and current Certificate of Fitness.

14. The Operator shall be responsible for all ordinary and extraordinary costs of running the Vehicle during the term of the hire except to the extent that by the terms of this agreement those costs are payable by the Hirer.

15. If the vehicle needs repair or replacement, we will discuss your options with you to minimise your inconvenience.

16. All Vehicles are registered with the Automobile Association (AA) for 24-hour roadside assistance. This service covers any mechanical faults with the Vehicle. The AA does not cover the following and the associated costs will be the responsibility of the Hirer:

- a) the Vehicle running out of fuel or breakdown is caused by the Vehicle being incorrectly fuelled;
- b) the Vehicle is unable to be accessed due to a lockout or the Vehicle keys being lost;
- c) flat batteries caused by incorrect usage of the batteries and incorrect use of any equipment that requires the batteries in order to operate;
- d) flat or damaged tyre(s) / windscreen unless the Hirer has taken All Inclusive liability reduction insurance;
- e) the Vehicle is unattended at the time the AA Service Provider arrives at the breakdown location; and
- f) the Vehicle is not on public or formed road or is trapped or bogged.

17. All non-mechanical call-outs to the AA will incur a call-out charge.

18. The Operator's liability extends only to the refund of hire charges for any full days of Vehicle use lost due to a mechanical breakdown. No responsibility for out of pocket expenses, accommodation charges or meals resulting from a breakdown or accident will be accepted. If the Vehicle is damaged to the extent that it cannot be driven, the Operator shall endeavour to exchange the Vehicle. Provision of an exchange vehicle is subject to availability and Hirer's location.

AMENDING OR CANCELLING HIRE AGREEMENT.

19. If the Hirer cancels the hire agreement more than 42 days prior to pick up, then the deposit less an administration fee of 10% of the total cost (or NZ\$500, whichever is the less amount) is refunded; 42 days or less prior to pick up then the deposit is retained; less than 20 days prior to pick up then a cancellation fee of 50% of the total hire cost applies; less than 7 days prior to or on the day of pick up then no refund will be given. If the Hirer has requested a secure payment facility and funds have been paid to a solicitor's trust account, then the hirer irrevocably authorises the above deductions to be made from the secure payment before a refund is made (if any) from the secure payment.

20. The Operator may cancel the hire agreement and take immediate possession of the Vehicle if:

- a) The Hirer fails to comply with any of the terms of this agreement or if the Vehicle is damaged;
- b) The Hirer has obtained the Vehicle through fraud or misrepresentation;
- c) The Vehicle appears to be abandoned;
- d) The Vehicle is not returned at or before the expiry of the term of hire, or the Operator reasonably believes that the Vehicle will not be returned at or before the expiry of the term of hire;
- e) The Operator considers, on reasonable grounds that the safety of the passengers or the condition of the Vehicle is or has been endangered.

21. If the Operator cancels the hire agreement, then no refund will be given.

22. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the Operator and the rights of the Hirer under this agreement.

23. If the reserved Vehicle is not available for reasons outside the Operator's control, then the reserved Vehicle may be substituted with a comparable or superior Vehicle at no extra cost to the Hirer. Such Vehicle substitution shall not constitute a breach of contract and does not entitle the Hirer to any form of a refund. If no substitute Vehicle is available to the Hirer, the Operator's liability shall be limited to a refund of the hire charge in full. In the case of mechanical failure (unless caused by the Hirer), the Operator's liability shall be limited to the hire charge for the remainder of the term of hire.

DANGEROUS DRIVING

24. If we reasonably believe that your driving will likely cause danger to yourself or anyone else, we may:

- a) cancel this agreement at once by giving you either verbal or written notice, and
 - b) elect to discuss circumstances of your cancellation with other rental companies to promote safe driving in New Zealand.
- If we cancel the agreement because of this, you must return the vehicle to the address set out on page 1 of this agreement as soon as possible.

25. We may cancel this agreement if you breach clauses 1, 2, 9 or 10. If so, no refund will be given.

PRIVACY

26. We will collect, hold and use your personal information for purposes related to the hire of the vehicle. We may disclose such personal information to third parties legitimately seeking to recover debts incurred as a result of your use of the vehicle. A **Global Positioning System** (GPS) may be installed for safety and insurance purposes.

27. You retain rights of access to, and correction of, your personal information.

LIABILITY

28. You are liable for any:

- a) loss or damage to the vehicle and its accessories (excluding fair wear and tear),
- b) consequential loss, damage or costs we have to pay, including salvage costs, and
- c) loss or damage to vehicles and property of third parties arising during the hire, that is caused by you or anyone driving the vehicle.

INSURANCE

29. Our fleet is insured under a policy of motor vehicle insurance ("Policy") from a person or company licensed to carry on insurance business in New Zealand under the Insurance (Prudential Supervision) Act 2010.

30. Please note that we are not providing insurance services to you. We are only managing the insurance provided under the Policy. We reserve the right to decide whether to claim under the Policy. If the vehicle is damaged, you must contact us at once and only deal with us.

31. Everyone named on page 1 of this agreement is covered against the losses set out in clause 25 under the Policy.

32. You are insured under the Policy up to the value of \$1,000,000 for clause 28 (a +b), and \$1,000,000 for clause 28 (c).

33. You can make your own insurance arrangements if we are satisfied that the other insurance is comparable to the cover under the Policy.

34. Your excess: If you do not choose to make your own insurance arrangements, you must pay an excess contribution. This is the amount you must contribute towards the cost of repair or replacement of the vehicle.

- a) The excess is payable per accident and is printed on the first page of this agreement.
- b) The Operator may make the applicable deduction from the Hirer's credit card following notification of any loss or damage to the Vehicle.
- c) In the event of any damage to a Vehicle or third party property, another bond shall be collected to cover the excess for any subsequent damage.
- d) Where the total cost of a claim is less than the excess then the Hirer shall be liable to pay that lesser amount.

35. No excess: If you choose to pay the full excess waiver fee then you do not have to pay the excess contribution under clause 34

36. What is not covered under the Policy, regardless of whether you have paid the excess waiver fee

You will not be covered under the Policy and will have to pay for all costs referred to in clause 28 if

- a) you or anyone driving the vehicle is under the influence of any intoxicating substance, drug or alcohol;
- b) the vehicle is used in an unsafe or damaged condition, and the person driving the vehicle was or should have been aware of this, and this added to the damage or loss;
- c) you or anyone else drive the vehicle in any race, speed test, rally, hill climbing or contest;
- d) anyone drives the vehicle which is not named on page 1 of this agreement, or does not have a valid and full drivers licence;
- e) you or anyone else drive the vehicle in breach of clauses 9 and 10;
- f) you or anyone else driving the vehicle commit a traffic offence that, in the opinion of a reasonable person, caused or contributed to any loss or damage;
- g) you or anyone else drive the vehicle on any beach or surface likely to damage the Vehicle, or cause it to become bogged

or trapped, driving through flooded areas, submerging in water, contacting salt water; and, in the opinion of a reasonable person, this caused or contributed to any loss or damage; or The vehicle is operated on any of the following roads: Ball Hutt Road (Mt Cook), Skippers Road (Queenstown), Ninety Mile Beach (Northland), all roads north of Colville (Coromandel Peninsula)

h) Damages caused by entering height restricted carparks or any other structures that are lower than the vehicle height

i) you have chosen to make your own insurance arrangements.

i) Molest, preventable and or foreseeable damage to the vehicle, interior and its accessories. Examples: contamination to the fuel or freshwater tanks; loss of (transponder) vehicle keys; leaving the awning out in weather (rain, storm, wind) that does not allow you to

If any of the above exclusions occur, the Hirer shall be liable for all resulting actual or consequential losses incurred by Bay of Islands Campervans Ltd. and it is at their sole discretion as to whether it shall lodge a claim pursuant to the insurance cover.

INFRINGEMENT OFFENCES

37. You will be liable for the following infringement offences committed during the hire:

a) a speeding offence,

b) a toll offence, or

c) an offence for not keeping to a traffic signal direction, detected by vehicle surveillance equipment

d) an offence for parking on a road that breaches any bylaw or road controlling authority

e) an offence against Part 6 of the Land Transport (Road User) Rule 2004

f) an offence under section 20(1) of the Freedom Camping Act 2001.

38. If you commit an infringement offence, you must pay any infringement fee and costs due.

39. We may elect to transfer liability for any infringement offence from us as the registered owner of the vehicle to you as the driver. If so, we will pass on your name, address, date of birth, and driver licence number to the relevant infringement authority, and charge an administration fee of \$25 to cover the cost of transferring liability.

40. If we receive an infringement notice or reminder notice of an infringement offence committed during the hire, we will send you a copy of the notice and this agreement within five working days.

41. After receiving an infringement notice, we will let you know that your credit card may be charged the set infringement fee and an administration cost of \$25 for not paying the fee yourself once we receive the reminder notice.

42. If we only receive the reminder notice, we will let you know that your credit card may be charged the set infringement fee and administration cost because you have not paid before we charge you.

YOUR RIGHTS

43. You are entitled to:

a) challenge or complain about the alleged offence to the enforcement authority that sent the infringement notice, and

b) seek a court hearing, either within 56 days from the date the infringement notice was given, or 28 days from the date the reminder notice was given.

44. Terms and conditions, as well as rates quoted, are subject to change without notice. However, rates or conditions for a particular booking shall not be altered once that booking has been confirmed except where clause 19 applies.

INDEMNITY

46. The Hirer releases the Operator and its employees and agents from any liability to the Hirer (regardless of who is at fault) for any loss or damage incurred by the Hirer by reason of rental, possession or use of the Vehicle or storage of personal belongings at the Operator's premises.