

Mad Campers Rental Agreement

General Terms and Conditions

1. Driver and licence requirements

You will ensure that all drivers of the vehicle:

- (a) are 18 years or over;
- (b) drive within the provisions of their licence including restricted and probationary conditions;
- (c) have a driver's licence in English or an accurate translation;
- (d) have not been convicted of, or have charges pending for, a driving-related offence under the influence of alcohol or drugs;
- (e) have not been refused nor had any motor vehicle insurance cancelled for any reason within the three years prior to the date of the Rental Agreement.

2. Road restrictions

2.1 You must not drive on:

- (a) Skippers Canyon Road near Queenstown,
- (b) Ball Hutt Road near Mt Cook,
- (c) 90 Mile Beach in Northland,
- (d) any road which is closed or restricted,
- (e) any beach,
- (f) through any stream or river,
- (g) through floodwater.

2.2 You accept liability for all costs of towing and repairs if you breach the provisions of clause 2.1.

3. No smoking or animals

You must not smoke or allow animals in the vehicle at any time. You agree to pay a soiling fee of \$300 if you breach this obligation.

4. No alcohol/drugs/illegal purpose

You must not drive under the influence of alcohol or drugs or use the vehicle for any illegal purposes.

5. No repairs

You must not carry out or arrange any repairs (except fitting the spare tyre) without our consent.

6. Care of the vehicle

You must:

- (a) keep the vehicle locked when you leave it and keep the keys under your personal control at all times;
- (b) take responsible care in driving and parking the vehicle;
- (c) comply with all laws, rules and regulations while driving and parking the vehicle;
- (d) if traveling with a child ensure that a child restraint is installed and used correctly;
- (e) maintain engine oils and coolant levels to the correct levels;
- (f) maintain tyres at the recommended pressure;
- (g) report any accident or damage to the vehicle immediately to us.

7. Maintenance and repairs

You must:

- (a) contact us within 24 hours to report any problems with the vehicle or equipment. We will do our best to fix the problem within 2 working days;
- (b) not authorize or undertake any repairs to the vehicle without our prior authority;

(c) pay all call out fees regardless of your insurance option unless previously agreed with us.

8. Our obligations

(a) We will deliver the vehicle to you in a safe and roadworthy condition.

(b) We will use our reasonable endeavours to replace the vehicle in the event of a serious breakdown. This is subject to availability and location and agreement on insurance terms for the replacement vehicle.

(c) If the vehicle is involved in an accident, it will be entirely at our discretion as to whether we provide a replacement vehicle. If we do provide a replacement vehicle, it will be entirely at our discretion as to the insurance cover which we might require you to take for the new vehicle and you will be required to pay the full cost of the insurance for the replacement vehicle without any credit for any amount you paid for insurance for your first vehicle. If we do agree to provide a replacement vehicle, you will be responsible for any delivery or travel costs to provide the replacement vehicle and all associated accommodation costs. In the event of an accident involving the vehicle, you will not be entitled to a refund of your hire fees.

(d) As long as you haven't breached this Agreement, if we cannot supply a replacement Vehicle in the event of a mechanical breakdown we will refund your hire fees for any whole days for which you lose total use of the Vehicle from the first point of contact with us following the mechanical breakdown.

(e) If a breach of the terms and conditions has occurred then we reserve the right to not refund any monies whatsoever.

(f) Except as provided in clause 8(c) unused hire days are non-refundable.

(g) We will not meet any consequential costs (for instance accommodation, restaurant) which you incur as a result of issues with lost keys, the fridge, water pump, cooker, battery, flat tyres or a broken windscreen.

9. Damage to the vehicle

(a) You must pay for all damage to the vehicle regardless of who is at fault up to \$ 5,000 (plus GST) which is the amount of the excess on Mad Camper's insurance cover. Damage above \$5,000 (plus GST) will be covered by Mad Camper's insurance cover. However if there is damage to the vehicle exceeding \$5,000 (plus GST) and Mad Campers' insurance cover is not available as a result of a breach by you of the terms of this Agreement, you must pay for the full cost of the damage.

(b) Your liability for damage applies in respect of each separate accident, incident or new damage.

10. Insurance of your liability

10.1 Mad Campers' vehicles are insured for Legal Liability for damage to someone else's property, up to \$20,000,000 any one event and for bodily injury, up to \$10,000,000 any one event.

To insure yourself for your liability for damage to the vehicle, you may choose one of the following options:

- (i) "You're Good" which insures you completely for your liability up to \$5,000.
- (ii) "The Gambler" which insures you for all damage exceeding \$2,500 up to \$5,000 . If you choose the Gambler option, you must provide us with a bond for \$1,500 which covers part of the amount you are self insuring.
- (iii) "Risk Taker" If you elect not to insure yourself with either of the above options, you must provide us with a bond of \$2,500 which covers part of the amount you are self insuring.

10.2 The use of third party driver / relocation services can only be used following written confirmation from Mad Campers. You remain liable for the excess for any damage to the vehicle whilst in the possession of a third party.

11.Exclusions from your insurance cover

11.1 The You're Good and the Gambler insurance covers do not apply in the following events or in respect of the following damages, expenses or costs:

- a) The driver of the vehicle is under the influence of alcohol or any drug that affects their ability to drive the vehicle.
- b) The vehicle is in an unsafe or un-roadworthy condition that arose during the rental and such condition caused or contributed to the damage or loss and you or the driver of the vehicle was aware or ought to have been aware of the unsafe or un-roadworthy condition of the vehicle.
- c) The vehicle is driven by any person not specified as an authorised driver in the Rental Agreement.
- d) The vehicle is damaged as a result of submersion in water, including as a result of crossing creeks, rivers, flooded areas, salt water or on beaches.
- e) The vehicle is used in any off road conditions including fire trails, beaches, sand, tracks, fields or paddocks.
- f) The vehicle is driven when a warning light appears or where the coolant temperature gauge enters a red zone.
- g) The use of roof racks and snow chains on the vehicle where such roof racks or snow chains have not been hired through Mad Campers unless previously agreed with us.

- h) The vehicle or its accessories and spare parts is damaged as a result of incorrect fitting or use of snow chains or ski/snowboard racks, roof racks or bicycle racks.
- i) The vehicle is driven on a road or ski resort access road without snow chains when snow chains are required to be fitted.
- j) The cost to replace keys which have been lost, broken or damaged and the cost of retrieval of keys which have been locked inside a vehicle.
- k) All costs as a result of breakages, loss, theft or defacement of the vehicle's interior and accessories.
- l) Theft or attempted theft of the vehicle or its contents resulting in damage where the vehicle was left unlocked.
- n) All damage and costs caused by or in connection with reckless conduct or willful misconduct of you or any of your invitees including any incidents involving sitting or standing on the bonnet, boot or roof of the vehicle, burning out a clutch or towing another vehicle.
- q) All costs associated with the incorrect use of fuel or water in the vehicle.
- r) The cost to retrieve or recover a vehicle, which may include, but is not limited to, a vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in anyway.
- s) Any single vehicle incident or accident where the Vehicle has rolled, tipped or fallen over.
- t) The vehicle is operated in any race, speed test, rally or contest.
- (u) The vehicle is used for a commercial purpose (for example, as a taxi or courier vehicle).
- v) The vehicle is driven by any person who is disqualified from holding or has never held a driver's licence appropriate for that vehicle or such person is not legally entitled to drive the vehicle in New Zealand.
- w) The vehicle is operated in breach of the restrictions in clause 2.
- x) The vehicle is operated outside the term of the Rental Agreement.
- y) Where the driver of the vehicle is convicted of any driving offence in respect of the incident or accident giving rise to the damage.

11.2 The insurance option which you select under clause 10 provides insurance cover of the vehicle but the insurance cover selected does not cover the cost of replacing or repairing:

(a) the contents of the vehicle supplied by us (including but not limited to: cooker, bedding, cutlery, CD/MP3 player, tables, chairs, tents, roof racks,

power cords, GPS units, keys);

(b) attachments to the vehicle such as roof racks, roof boxes, canopies;

(c) any other items hired from us.

11.3 You agree that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this agreement or clause constitutes a contract of insurance.

12. Bonds

a) Your bond is fully refundable provided the vehicle is returned on time on the return date and to the return point, undamaged with a clean interior and a full fuel and LPG (BBQ) tank.

b) You authorize us:

(i) to deduct your bond in part or in full immediately upon us becoming aware of an incident or accident involving the vehicle;

(ii) to apply your bond towards all costs and expenses required to repair or replace the vehicle and all associated costs and any costs payable to third parties as a result of any incident or accident involving the vehicle.

c) You authorize us to deduct from the bond:

(i) any amounts due by you pursuant to the terms of this Agreement;

(ii) any fines or infringement fees.

d) We reserve the right to retain all or part of the bond for such period as we reasonably determine after the term of the rental agreement to cover the cost of unquantified damage, infringements or damage to third parties or their property. Third party claims can take months to resolve. If full recovery from a third party is not possible for any reason, we reserve the right to retain and not refund the bond. The bond will be refunded only if we are successful in recovering the full cost of the damages from a third party.

e) If a replacement vehicle is provided to you due to an accident, we may require a new bond of twice the bond for the original vehicle.

13. Accidents

13.1 In the event of any accident resulting in damage to the vehicle or any third party property, you must contact us immediately and in any event within 24 hours.

13.2 The following procedures should be followed in the event of an accident.

(a) At the accident scene you must:

(i) obtain the details of third parties and any witnesses and report the accident to the Police;

(ii) photograph damage to all vehicle(s) and registration number(s).

(b) After the accident

(i) call us and we will get the relevant forms to you;

(ii) provide us with the police report (if applicable) along with the completed claim form and any supporting photographs.

13.3 Payments

If any of the exclusions in clause 11 to your insurance cover apply, you authorize us to immediately deduct from your credit card the balance between the bond held and your total liability per your selected insurance excess waiver.

14. Claims against third parties

(a) We will use reasonable endeavours to ensure that any money due back to you is recovered as quickly as possible, however third party claims can take months or even years to resolve. You acknowledge that handling of these claims may be up to our insurer.

(b) We agree to make any refund applicable within 30 days of receiving final resolution.

(c) You agree to provide all reasonable assistance in supporting any claim against a third party including providing all relevant information and attending Court to give evidence if required.

15. Exchange vehicle

Whether we provide an exchange vehicle if the rental vehicle is damaged in an accident and the terms on which we provide an exchange vehicle is at our sole discretion and is subject to the circumstances and availability at all times.

16. Insurance of your belongings

You should arrange your own travel insurance to cover any costs for theft or loss of your belongings. Your belongings and personal items in the vehicle are not insured by us for break-in or theft. They are your sole responsibility while the vehicle is on hire. We accept no liability for your personal belongings or for any additional or associated costs.

17. Fees immediately payable to us

You must pay the following amounts to us on demand:

(a) all tolls, infringements or fines incurred by you during your rental agreement plus administration fees;

(b) the full cost of replacing or repairing all damaged or lost contents supplied by us (including but not limited to: cooker, bedding, cutlery, CD/MP3 player, tables, chairs, tents, roof racks, roof boxes, canopies, power cords, GPS units, keys, and any other additional items hired from us);

(c) towing or salvage costs (unless for a major mechanical fault);

(d) any other amounts and fees specified in this agreement.

18. Return of the vehicle

(a) You must return the vehicle to us between the hours and to the place and on the date shown on the Rental Agreement. If you are not going to be able to return at the agreed time you must let us know at least 24 hours in advance. If you wish to drop off the vehicle outside of office hours, you must have pre-booked this with us or request this change 72 hours prior to your drop off date.

(b) You must return the vehicle to us with the same amount of fuel that was provided and is detailed in your Rental Agreement.

(c) Any extra fuel left at the end of your hire will not be refunded. If you return the Vehicle with less fuel than on your Rental Agreement we reserve the right charge a fuel fee of \$100 to replace the fuel. A \$200 fee will apply if you return the vehicle empty or very low on fuel.

(d) You must return the vehicle to us in a clean and tidy condition. If not returned this way a cleaning fee of \$150 will be applied to excessively dirty vehicles. This includes but is not limited to rubbish, food, sand and mud left inside the vehicle plus mud and road metals on the outside of the Vehicle. It is at our discretion as to whether a cleaning fee applies.

(e) You must pay a cleaning fee of \$300 should you return a portable toilet in an unsanitised state.

(f) You must return the vehicle to us to the location on your rental agreement. If not a relocation fee of NZ\$1000 will be charged to cover the relocation costs

(g) Any change to your drop off location following your booking being confirmed is subject to a \$200 administration fee at Mad Campers discretion.

(h) Unused hire days and insurance payments are non-refundable for early returns.

(i) You accept that you are liable for the vehicle, it's contents, and all damage until we check the vehicle. We accept no responsibility for the vehicle's safety while parked on the road or outside our buildings.

19. Extension of your rental

If you wish to extend the hire period then you must contact us directly for approval, which is subject to availability at all times. Failure to gain approval will result in a late fee of \$250 being charged along with any extra hire days being charged to your credit card. Any agreed extension of hire must be paid in full at the time of extension at the agreed rate.

20. Change of drop-off location

Change of return location is subject to availability and must be authorised by us first. If you return to a different location to that on your Rental Agreement without our agreement, a minimum relocation fee of \$1000 will apply.

21. Rental duration

(a) We charge each calendar day. The day of pick up is calculated as day one regardless of pick up time and the drop off day is calculated as the final day regardless of drop off time.

(b) A set pick- up and drop off time is required for each booking. You need our approval to amend this once booked as this can impact future bookings.

22. Credit card fees

We accept Visa, Visa Debit Card and MasterCard only. A 2.7% credit card fee applies to these card payments.

23. Cancellation and Deposit

23.1 Failure to collect a vehicle on the confirmed booking date will result in the loss of that hire day and fees. We reserve the right to cancel, then release the vehicle if you have not made arrangements with us or picked up the vehicle 24 hours after your scheduled pick up.

23.2 If a booking is cancelled the following cancellation fees apply in addition to forfeiting your deposit:

- i) If cancelled within 31 - 15 days of pick-up: a cancellation fee of 50% of the total rental cost;
- ii) If cancelled within 14 - 7 days of pick-up: a cancellation fee of 75% of the total rental cost;
- iii) If cancelled 6 days prior (or less) or on the day of pick up or non-appearance: a cancellation fee equivalent to the total cost of rental.

We reserve the right to relist your vehicle if uncollected 24 hours after the confirmed collection time, unless notified of any change in travel plans

NOTE: There is no refund for late pick-up or early return of Vehicle.

24. Infringement offences

(a) You are personally liable for all infringement notices in connection with the vehicle received during the term of hire, including fines or charges for traffic offences and speeding offences, any failure to comply with directions given by a traffic signal, any toll charges or offences, any parking offences and freedom camping offences.

(b) For each fine or infringement processed by us, we will charge a \$25 administration fee.

(c) In the event that we receive a notice of an infringement and/or fine, we may either:

- (i) transfer that infringement and/or fine into your name and charge you the administration fee
- (ii) debit your credit card for the amount of the infringement and/or fine and the administration fee.
- (iii) transfer private information for commercial reasons

25. Indemnity and Release

25.1 Except to the extent we or others are liable at law, you agree that you are liable and must indemnify us immediately for loss of, or damage to, the vehicle and all related costs, to the extent provided in this Rental Agreement.

25.2 You agree to use, operate and possess the vehicle at your complete risk.

25.3 You agree that we will have no responsibility or liability for any loss or damage, injury or death.

25.4 To the full extent permitted by law you agree that you release and discharge us and our agents and employees from any liability to you provided that this release shall not extend to any claims arising from a negligent act or omission by us.

25.5 You have rights conferred under consumer legislation and no provision in this Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights which you may have under the Fair Trading Act in New Zealand.

26. Termination

You agree that we may refuse any rental; terminate this agreement and/or repossess the vehicle at any time, if:

(a) you breach this agreement in any way or any of the information contained in the Rental Document is found to be false;

(b) the vehicle is not returned on the return date or if we believe the vehicle will not be returned on the agreed date;

(c) if we consider, on reasonable grounds, that the safety of the passengers, general public or the condition of the vehicle is endangered.

27. Jurisdiction

This Agreement is governed by the laws of New Zealand.

28. Entire agreement

(a) This Rental Agreement constitutes the entire agreement between you and us. Any terms or conditions contained in any other document and all statements, representations, terms and warranties (whether implied by statute or otherwise) not embodied in this Agreement are expressly excluded to the fullest extent permitted by law.

(b) This Agreement may only be amended in writing by us.

29. No waiver

If we elect not to exercise any of our rights arising as a result of a breach of this Agreement you acknowledge that our election will not constitute a waiver of any rights relating to any subsequent or other breaches.

30. Dispute Resolution

If you disagree with us, you agree to resolve your complaint or dispute with us by immediately notifying the Manager in writing of your complaint. We will provide a response to you within 5 business days of receiving your complaint.

31. Privacy

a) 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.

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

32. Definitions

Fees mean the fees payable by you to us and as set out on the Rental Document plus any additional fees payable under this Agreement.

Dollars and \$ are New Zealand currency.

GST means New Zealand's Goods and Services Tax.

Rental Agreement means:

- (a) the Rental Agreement form signed by you and Mad Campers Limited setting out the specific terms of the rental to which this Agreement applies;
- (b) these General Terms and Conditions.

Rental Period means the period of time from the pick-up date to the drop-off date shown on the Rental Agreement.

Vehicle means the vehicle described in the Rental Document (or any substitute vehicle) and includes the accessories and contents supplied by us.

We, our and us means Mad Campers Limited

You means the person(s) recorded in the Rental Agreement as the Renter.