

# Coastal Campers Limited - Rental Agreement

## Terms and Conditions of Hire

### Welcome

Coastal Campers Ltd (CCL) look forward to providing you with a comfortable & clean Campervan or Motorhome so that you can experience the Coromandel Peninsula and New Zealand while having all the facilities you require as you explore. Carefully read and understand these terms and conditions to ensure your requirements are provided for.

VEHICLE DESCRIPTION: The owner will let and the hirer will take on hire the motor vehicle described on the attached Rental Agreement Form.

The "Agreement" made between Coastal Campers Ltd and the customers whose particulars are entered onto the Rental Agreement Form hereby agree as to the following:

#### 1. Rates and Conditions

All rates are quoted and payable in New Zealand dollars and include Goods & Services Tax of 12.5%. Rates and Conditions quoted in our brochures and/or documentation are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates or conditions applicable to your rental once your booking has been confirmed by CCL.

#### 2. Definitions

CCL means Coastal Campers Limited in New Zealand.

'This Agreement' means the Rental Agreement and these Terms and Conditions. 'Customer' means the person or persons nominated as the hirer and any person whose credit card is presented for the payment of the Customer's charges. 'Rental Period' means the hire period or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control. 'Vehicle' means the vehicle hired by the customer as described in the Rental Agreement and includes tools, accessories, tyres and all other equipment, documents or additional hire items related to the vehicle and any replacement or substitute vehicle that may be provided.

#### 3. Rental Period

a) The minimum rental period from 1 February to 30 November is 3 days for pick up and drop off in Whitianga. The minimum rental period from 1 December to 31 January is 7 days for pick up and drop off in Whitianga and for all hires ex Auckland and Hamilton Airports. These are subject to change. Any such changes will be notified to you prior to booking confirmation.

b) Late pickup at 4pm is available for a reduced daily rate for hires ex Whitianga.. Early return of the vehicle will not entitle the customer to any refund of the unused portion of the rental period.

c) Rental days are calculated on a per calendar day basis. When calculating the number of days the vehicle is rented out the day of pick-up is counted as day one of the rental, regardless of pick-up time. The day of the vehicle's return is counted as the final day of the rental regardless of drop-off time. All pick-ups and returns must occur between 9.00am and 5.00pm.

#### 4. Delivery and Return of vehicle

##### I. Owners Obligations:

a) CCL shall supply the vehicle in a safe and roadworthy condition.

b) CCL 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. NB: The cost of petrol and other fuel, but not oil, used during the term of the hire is the responsibility of the hirer. Please keep receipts for any oil used for reimbursement at the completion of hire.

##### II. Customers Obligations:

a) The customer acknowledges having received the vehicle in a clean and tidy condition and in a good working order as detailed in the vehicle condition report and that the vehicle has been supplied with a full tank of fuel and full LPG bottles.

b) The customer will return the vehicle in an undamaged condition with a full tank of fuel and full LPG bottles on the return date, time and location as set out in the Rental Agreement. Should the fuel tank and or LPG bottles not be refuelled, the cost of the refuelling the vehicle and LPG bottles will be charged against your security bond deposit.

c) The customer will return all vehicle equipment and optional extras initially supplied or hired out in an undamaged condition. Should items be damaged or not returned, a \$100 replacement fee will be charged against your security bond deposit.

d) The customer acknowledges that CCL can determine what, if any, refund may apply if the vehicle is returned prior to the return date, or they cease to have the use of the vehicle prior to the return date.

#### 5. Hours of Operation

CCL operates 7 days per week from 9.00am until 5.00pm. We are closed 25 & 26 December and 1<sup>st</sup> January.

#### 6. Alteration to vehicle

The customer shall not make any alterations or additions to the vehicle without the prior written consent of CCL.

#### 7. Pets

The customer will not allow any animals, with the exception of guide dogs, to be carried in, or enter the vehicle. If any animal has been in the vehicle, it will be deemed to be soiled, and a cleaning fee of \$300 will apply.

#### 8. Smoking

The customer will not allow any person(s) to smoke in the vehicle at any time. If any person(s) has smoked in the vehicle, it will be deemed to be soiled, and a cleaning fee of \$300 will apply. Candles are prohibited.

#### 9. Rental Extension

If the customer wishes to extend the rental period after the rental period has commenced, they must first obtain authorisation from CCL. This is subject to availability. The extra cost of the rental extension must be paid via credit card on confirmation of the rental extension. Failure to obtain authorisation for a rental extension will result in the contracted daily rate being doubled for each day the vehicle is overdue.

#### 10. One Way Rentals

One way rentals are not available.

#### 11. Long Term Hire Discount

Discounts are available for longer term rentals:

- : Up to 20 days hire - standard rate
- : 21 days and over - 5% discount
- : 30 days and over - 10% discount
- : 46 days and over - 15% discount

#### 12. Driver Licence Requirements

A full (non probationary) car drivers' license from your resident country, held for at least one year is required to drive the vehicle. At commencement of hire, each driver must present a current New Zealand, International or approved overseas full drivers' license. All driver licences must be in an English format. No special license is required to drive the vehicle.

#### 13. Driver Age Restrictions

Drivers must be between the ages of 21 and 75 years.

#### 14. Conditions of Use

14.1 The customer agrees to properly maintain the vehicle, including checks of the water, oil and batteries on a daily basis and will contact CCL immediately should vehicle warning lights indicate any problems.

14.2 CCL reserves the right, at its sole discretion, to restrict vehicle movements in certain areas due to adverse weather or road conditions, and the distance to the nominated destinations in relation to the length of the hire period. CCL will advise you on pickup of any travel restrictions that are known at that time.

14.3 The customer agrees that, during the Rental Period, the customer will not allow the vehicle to be:

- (a) Left with the ignition key in the vehicle while it is unoccupied;
- (b) Used for any illegal purpose or in any rally, race or contest;
- (c) driven otherwise than in a prudent, cautious and normal manner;
- (d) damaged by:
  - Beach driving
  - Contact with salt water
  - Creek or river crossing
  - Driving through low plain flooded areas
  - Submersion in water of any kind
- (e) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that allowed by the law;
- (f) used to tow any vehicle or trailer;
- (g) used to carry passengers or property for hire or reward;
- (h) used to carry more persons than is allowed by any relevant authority or as specified for that vehicle or detailed in this agreement;
- (i) used to carry volatile liquids, explosives, gases or other corrosive or flammable material.
- (j) sublet or hire to any other person.
- (k) permit the vehicle to be operated outside his or her authority.
- (l) driven or permit the vehicle to be driven by any person if at the time of driving the vehicle the hirer or other person is not the holder of a current driver's licence appropriate for the vehicle. All drivers must be listed on the Rental Agreement Form.
- (m) Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976, or any other Act, regulations, or bylaws relating to road traffic.

#### 15. Road Restrictions

Road restrictions apply as follows: -

**CCL vehicles may only be driven on sealed/bitumen or well maintained roads.**

Vehicles are not permitted to be driven on Ninety Mile Beach in Northland and any other beach or unformed road in New Zealand.

**Regardless of the insurance cover, the customer will be responsible for all damage if travelling on these restricted roads.**

#### 16. On-Road Assistance

In the event of a mechanical breakdown or equipment failure CCL must be notified as soon as possible, and within 24 hours in order to rectify the problem during the rental period with least disruption to the hirer. Free roadside mechanical failure assistance is available through the AA by phoning their 24hr number 0800 734 543. This covers engine, electrical and cooling faults as well as towing. Non-Mechanical failure assistance is also available from the AA at a cost of NZ\$65 in major cities between 7am to 11pm and NZ\$140 at all other times and in rural areas (credit cards are accepted). which covers flat tyres, flat batteries, lost keys or lockouts and fuel delivery. No liability

will be accepted after the hire for any problem not notified during the rental period. We take no responsibility for any accommodation, alternative transport, meals, loss of deposits on bookings, or other expenses resulting from a breakdown. CCL liability is limited to refund of hire charges for full days lost usage of the vehicle. No claims for reimbursement for loss of use are accepted retrospectively.

#### 17. Maintenance and Repairs

a) CCL will reimburse customers for expenditure up to \$100, reasonably incurred in rectifying any mechanical failure to the drive train and engine of the vehicle. In all cases, the customer must be able to present receipts to receive reimbursement and must not have been responsible for the damage. For all repairs in excess of \$100, CCL will need to be informed and will confirm the repair in advance with a purchase order to the repairer.

b) The customer will be responsible for any cost associated with the incorrect use of fuel (fuel being petrol or diesel) or water contamination of fuel.

c) The customer will pay CCL the daily rental rate for the period the vehicle is off road for accident repairs.

#### 18. Vehicle Availability

a) Vehicles can be requested by category only, not by make or model. CCL will endeavour to supply the vehicle category selected, however, should the vehicle booked be unavailable through unforeseen circumstances CCL reserves the right to substitute an alternative vehicle without prior notification. The alternative vehicle shall be as close a substitute to the booked vehicle as possible. CCL will determine what, if any, refund may be warranted if a vehicle substitution is required.

b) In the event an alternative vehicle is not available or is unsuitable, our liability will be limited to the full refund of payments received by CCL.

c) Should the customer decide to take a lesser vehicle than the one booked they will not be entitled to a refund.

#### 19. Exchange Rates / Currency Variations

All transactions are conducted in New Zealand dollars. CCL accepts no responsibility for any loss incurred by the hirer as result of exchange rate fluctuations or credit card company charges when a credit card is used for the payments of Rental, Vehicle Security Bond and subsequent refund.

#### 20. Cancellations and Refunds

The booking deposit is non-refundable. If you need to cancel your booking, a cancellation fee of \$300 will be charged.

If vehicle is returned earlier than contracted for any reason at all, there will be no refund for unused portion of hire.

#### 21. Travel Insurance

CCL strongly recommends that travellers to New Zealand purchase Travel Insurance which can cover personal sickness or injury, loss of luggage and personal property, and cancellation fees in the event of unforeseen circumstances causing termination of the hire.

CCL does not accept any liability for personal injuries sustained during the rental period.

#### 22. Accident Procedures

1. If the customer is involved in a motor vehicle accident whilst on hire, the following procedures must be followed.

a) Record the time/date/location of accident.

b) Record the other driver's full name, address, car type, and vehicle registration number and insurance company.

c) Obtain the names and addresses of any witnesses.

d) Do not admit liability.

e) Notify the police. If you are involved in an accident which results in injury to any party you must notify the police. If you do not believe you are at fault please get a police report as this will assist us when claiming insurance. The police can be contacted on 111 or \*555 from your cell phone.

f) Within 24 hours of the accident notify CCL on our phone number 027 439 1480 or 021 974 747 and fax accident report through on fax 07 866 0503.

g) Complete and sign the Accident Report Form (This form is in the Information folder).

h) If possible, photograph damage to all vehicle(s) and registration number(s).

II.

a) When returning to the branch the customer must produce their driver's licence and hand over the police report (if applicable), accident report form and any supporting photographs.

b) The customer is required to pay the insurance "excess" (if applicable) and any other amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting 'the event' and not at completion of the Rental Period.

c) The CCL customer Service Representative will ensure the Motor vehicle Accident Report is completed clearly and accurately signed by the customer.

III. Under no circumstances should the customer attempt to start or drive a vehicle that has been involved in an accident, damaged by roll-over, water submersion or any other means without permission from CCL. If the vehicle is undrivable after an accident and the customer would like to have a replacement vehicle, (subject to time, distance and availability), the customer must make his/her own way (at the customer's expense) to the nearest CCL branch. In the event of an accident the insurance "excess" will need to be paid regardless of who was at fault. Should the customer require a change over vehicle, a new insurance "Excess" Security Bond Deposit will need to be paid.

#### 23. Insurance Conditions

The customer understands that:

a) The vehicle is insured for third party property and vehicle damage.

b) The customer will have to pay an insurance "Excess" in respect of any damage incurred whilst the vehicle is in the customers possession.

c) This "Excess":

i. \$1,500 for drivers over 25 years of age and

ii. \$2,000 for drivers between 21 and 24 years of age.

d) Insurance is void and the customer will be responsible for the total cost of any damage if the customer breaches the "Condition of use": as detailed but not limited to clause 14 & 15.

e) The excess applies in respect of each claim, not per rental. The excess is applicable regardless of who is at fault and must be paid at the time the accident is reported, not on the completion of rental. The excess will be refunded only if CCL is successful in recovering the cost of the damages from the third party. Some third party claims can take months or even years to resolve.

Damage includes:

i. Any and all damage to third party property.

ii. Damage to the rented vehicle and also including:

: Tyres.

: Towing and recovery costs.

: Theft.

: Fire.

: Break in.

: Vandalism.

iii. This also includes the cost of the daily rental rate for the period the vehicle is off road for repair.

#### 24. Exclusions

The customer acknowledges that they are responsible for all costs for the following damage irrespective of the insurance options that may have been taken:

a) Any damage due to the vehicle in contravention to "Condition of Use" clause 14.3.

b) Any damage caused by wilful misconduct. This does include:

i. Driving under the influence of drugs or alcohol.

ii. Sitting or standing on the vehicle bonnet.

iii. Negligence.

c) Any loss or damage to personal belongings.

d) If the customer is proven not to have abided by the road rules, resulting in damage to the vehicle or third party vehicle or property.

e) The cost to retrieve or recover a vehicle that has become bogged.

f) The cost to replace keys which have become lost, stolen, or retrieval of keys that have been locked in the vehicle.

g) Any damage caused to the overhead (above the cab) or under body damage however caused.

h) The vehicle is driven on any of the restricted roads set out in clause 15.

i) The vehicle is wilfully or recklessly damaged by the hirer or any other person named in the agreement or driving the vehicle under the authority of the hirer, or is lost as a result of the wilful or reckless behaviour of the hirer or any such person.

#### 25. Security Bond Deposit

On pick-up of the vehicle, the customer agrees to leave a Credit Card imprint. The customer authorises CCL to deduct from the Security Bond any amounts due by them to CCL arising out of the Agreement. The Vehicle Security Bond amount is determined by the Excess Insurance Option taken.

i. The standard compulsory insurance is included in the daily hire rate. The security bond deposit will be \$1,500 for those 25 and over or \$2,000 for those 21-24 years of age. The security deposit is payable by cash, travellers cheque or credit card. Should the security deposit be paid by credit card, the amount will be imprinted to the customers account at time of pick up.

ii. The Security Bond is fully refundable provided the vehicle is returned on time, to the correct location, undamaged, with a clean interior (dishes washed, floors swept & personal rubbish removed) and with a full fuel tank (fuel being petrol or diesel) and LPG tank.

iii. CCL reserves the right to retain a NZ\$200 soiling fee if the vehicle is not returned with the interior in a clean condition and the **toilet and waste water tank (if applicable) must be emptied prior to the return of the vehicle.**

iv. If cash or travellers cheques are used to pay the vehicle security bond then this amount will be held by CCL for 21 days following the completion of the rental period & returned to you by company cheque.

#### 26. Availability of Exchange vehicle (Due To Breakdown or Accident)

The availability of an exchange vehicle cannot be guaranteed and is always subject to availability, client location, accident liability and remaining hire duration. A client charge might be incurred, see below:-

• If an Exchange vehicle is required as a result of an accident, the customer is responsible for making their own way to the nearest CCL branch or pick up location at their own cost.

• CCL may offer the customer the option of paying an "Exchange vehicle Relocation Fee" to send a driver to deliver the exchange vehicle to the customer's location.

• The customer will pay for any costs relating to delivery of a change over vehicle as a result of any vehicle accident.

#### 27. Time Frame for Settlement Of customer Excess Claims

1. CCL shall do its utmost to ensure that any money due back to the client is forwarded as quickly as possible, however third party claims can take months or even years to resolve.

CCL cannot force the outcome of these claims, and the customer acknowledges that handling of these claims is up to CCL's Insurer and the third party, whether they be insured or not.

2. CCL agrees to refund any excess refunds applicable within 60 days of receiving final resolution and payment relating to third party claims.

3. The customer agrees to provide assistance to CCL in handling any claim including providing all relevant information and attending Court to give evidence if required.

#### 28. Title To Vehicle

The customer acknowledges that CCL retains title to the vehicle at all times. The customer shall not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part

with or attempt to part with the personal possession of or otherwise deal with the vehicle.

#### 29. Rental Charges

The total charges as set out in your Rental Agreement are not final. The customer will pay any shortfall in charges to CCL and the customer will receive a refund for any overcharges made by CCL. Wherever possible, any variation to the charges will be notified to the customer at conclusion of the rental, and the customer agrees to payment of any such charges at that time.

#### 30. Release And Indemnity

The customer releases CCL, their employees and agents, from any liability to the customer (regardless of who is at fault), for any loss or damage incurred by the customer by reason of rental, possession or use of the vehicle. The customer hereby indemnifies and shall keep indemnified CCL, their employees and agents, against any claims, demands and expenses (including legal costs) sustained or incurred by them or any of them by reason of the customer's use and/or possession of the vehicle. Nothing contained in these terms and conditions shall exclude any express or implied conditions, warranties or requirements that cannot be so excluded under the Trade Practices Act or any other corresponding legislation that may be applicable. Any indemnity required of the customer shall not operate to indemnify CCL in respect of any negligent act by CCL.

#### 31. Infringements

CCL reserves the right to charge the customer for any parking, speeding, toll way or other fines, associated administration costs and/or accidents including third party property damage not reported on return of the vehicle. The administration fee will be \$50 per incident.

#### 32. Payment of Charges – Liability – Joint and Several

i) All charges and expenses payable by the customer under this Agreement are due on demand by CCL, including any collection costs and legal fees incurred by CCL. When the customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this agreement.

ii) Credit card payments

If a credit card is presented as payment, the credit card holder will be jointly and severally liable as the customer. The following credit cards are accepted: Visa & MasterCard. When the customer uses a credit card for payment the customer agrees that;

a) CCL is irrevocably authorised to complete any documentation and to take any other action to recover from the customer's credit card issuer all amounts due by the customer pursuant to this Agreement, including, but not limited to, any amounts due in respect of damage to the vehicle or property of a third party and all other additional charges as they are incurred including all parking and traffic infringement fines, toll way fines and associated administration costs.

b) The customer will not dispute their liability to CCL for any amount properly due under this agreement and the customer shall indemnify and keep indemnified CCL against any loss incurred, including legal costs, by reason of notifying the customer's credit card issuer of such dispute.

c) In the event that CCL choose to accept payment of the Security Bond by holding a signed and authorised open credit card voucher which is returned to the customer at the completion of the rental period, the customer agrees that CCL is entitled to recover payment from the customer's credit card issuer pursuant to paragraph (a) in respect of any amounts due which were not known at the time of return of the credit card voucher, and

d) CCL may process credit card charges pertaining to the rental after the hire period has finished. The customer acknowledges that the transactions under this agreement are conducted in New Zealand Dollars. Due to exchange rate fluctuations, there could be some differences between the amount initially debited against the customer's credit card and the amount refunded. CCL accepts no liability for any such variations.

#### 33. Cheques – Personal or Company

Unfortunately CCL does not accept personal or company cheques as payment for rentals or as the Vehicle Security Bond.

#### 34. Conditional upon Payment

The customer agrees that provision of any rental vehicle is conditional upon CCL being paid prior to travel commencing or by the Travel Agent or Travel Wholesaler who arranged the vehicle rental on the customer's behalf.

#### 35. Terminating the Agreement and Repossessing the Vehicles

The customer acknowledges that CCL has the right to terminate this agreement and repossess the vehicle, and for that purpose enter upon any premises and remove the vehicle at any time without notification to the customer, and that the customer will pay the reasonable costs "including towing" of repossessing the vehicle, if;

a. The vehicle appears to be abandoned.

b. The vehicle is not returned on the agreed return date or

c. CCL reasonably believes that the vehicle will not be returned on the agreed return date.

d. The customer fails to comply with any of the terms of this Agreement, or if the vehicle is damaged.

e. The customer has obtained the vehicle through fraud or misrepresentation.

f. CCL considers on reasonable grounds that the safety of the passengers or the condition of the vehicle is endangered. The customer understands that in the event of such termination or repossession, the customer has no right to a refund of any part of the rental charges or the Security Bond.

CCL reserves the right to refuse any rental, or continuation of any Rental, at its absolute discretion.

#### 36. First Aid Kits

These are supplied in every vehicle. If the seal is broken or the kit is not returned, the kit becomes the property of the renter and a \$20 fee is charged when the vehicle is returned.

#### 37. Optional Extras For Hire

The following items are also available for hire :

- Mountain Buggy Stroller/Pushchair
- GPS Unit
- Portable DVD Player
- Baby/Child Seat
- Surfcasting Fishing Kits

These should be returned in an undamaged condition or a fee will apply. See 4.11.c

#### 38. Warranties

The customer warrants that all the information supplied by them to CCL in relation to this agreement is true and correct.

#### 39. Complete Agreement

This agreement is governed by the laws of New Zealand and constitutes the complete agreement between the parties and there are no other oral undertakings, warranties or agreements between parties relating to the subject matter of this Agreement.

## Contact Details:

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