



ACCEPTANCE OF TERMS AND CONDITIONS

(PLEASE READ AND UNDERSTAND BEFORE SIGNING AND ACCEPTING)

HIRER'S OBLIGATIONS

The Hirer shall ensure that the fuel tank is filled with the correct fuel and the fresh water tank is not contaminated. The Hirer shall return the Vehicle in a reasonably clean and tidy condition, with a full fuel- AdBlue- tank and LPG bottles, an empty waste tank, toilet cassette, and all Vehicle equipment accounted for and undamaged. Failure to do so will result in replacement charges on drop-off.

MECHANICAL REPAIRS AND ACCIDENTS

The Hirer MUST notify the Rental Company (without delay, and in any event within 24 hours) when the Vehicle is involved in an accident, or is otherwise damaged (including 'driveable' accident, accidental damage), breaks down or requires repair or salvage.

HIRER'S LIABILITY

The Hirer acknowledges that he/she shall be liable in respect to the first NZD 7500 of any damage or loss (per incident) as referred to in the insurance cover specified in clause 23 unless liability reduction insurance is taken (clause 27).

INSURANCE

The Hirer acknowledges that he/she is aware of the insurance exclusions set out in clause 30.

CREDIT AND DEBIT CARD CHARGE

The Hirer agrees to the Rental Company charging all amounts incurred under this agreement to the Hirer's credit or debit card.

REFUNDS

The Hirer acknowledges that, if a refund is provided by Bay of Islands Campervans, they will credit the full amount due to the Hirer's credit card or bank account in New Zealand dollars, but does not accept any liability for credit card fees or bank-imposed fees relating to currency conversion or foreign transactions which may reduce the total amount credited.

TERMS AND CONDITIONS

1. This agreement is between Bay of Islands Campervans Limited (the "Rental Company") and the Hirer whose particulars are recorded in this agreement (the "Hirer"). It is hereby agreed that the Rental Company will let the Hirer take possession of the Vehicle, details of which are set out in this agreement (the "Vehicle"), for the term of hire described in this agreement and on the terms and conditions of this agreement.

WHO MAY DRIVE THE VEHICLE

2. The Vehicle may be driven during the term of hire only by the person(s) described in this agreement and only if each such person holds a current full driver's license appropriate for the class of vehicle in this agreement is aged 25 or above and must have two years driving experience. The license details are recorded in this agreement alongside each person's name. If the foreign driver's license is not in English, an English translation or international driving permit shall be carried with the foreign driver's license.

PAYMENTS BY THE HIRER

3. a) The Hirer shall pay the Operator for the hire of the Vehicle the sums specified in the rental agreement, sent out to you at the 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.
b) If the term of hire is later extended, the Hirer shall pay the Rental Company for the additional hire period when the Rental Company confirms the extended period. Extensions are subject to availability and are calculated at the daily rental rate on the date the extended period is booked.
4. In addition, the Hirer acknowledges that he/she shall be liable to pay the Rental Company at the end of the hire period any applicable additional charges specified in the agreement. These may include Road User Charge Recovery Fee (Not applicable with Value Pack excess NZD 200), charges for AdBlue, charges for fuel, late return, damage to or repair of the Vehicle (subject to other terms in this agreement), costs incurred by the Rental Company through salvage or loss of revenue resulting from the hire, any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees, and toll charges and the administration costs relating to these fines, fees and charges. The Road User Charge will be invoiced to the customer after the rental.
The relevant hire charge includes: In generally unlimited mileage; specials could have limited kilometres, extra kilometres will be charge according to the valid price list. The Rental Company will deduct such charges from the Hirer's credit card during or after the term of hire is completed, or the Hirer may pay such charges as agreed with the Rental Company, such choice to be at the Rental Company's sole discretion.
5. All payments shall be made in New Zealand Dollars. Bank transfers and the following credit or debit cards will be accepted: Visa and MasterCard. A non-refundable 3.7% administration fee may apply to Visa and MasterCard transactions.
6. 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.
7. Late Pick Up or early return of the Vehicle shall not entitle the Hirer to any refund of the unused portion of the rental.
8. The Hirer agrees to pay a bond equal to the applicable insurance excess at the start of the hire, which will be refunded once:
a) the Vehicle and its contents have been returned in the same condition as when hired; and
b) the Vehicle is returned to the agreed location on the agreed date. Failure to comply with this clause will result in the bond being reduced ratably and proportionately to allow the Rental Company to reinstate the Vehicle and/or its contents back to the same condition it was before commencement of the hire.
9. On payment of liability reduction insurance by the Hirer, the bond payable by the Hirer is reduced to the applicable excess of the reduction option chosen.

USE OF THE VEHICLE

10. The Hirer shall not:
a) sublet, hire, or otherwise part with possession of the Vehicle to any other person;

- b) allow the Vehicle to be used outside his/her authority or for a purpose other than a motorhome;
- c) operate the Vehicle, or permit it to be operated in circumstances that constitute an offence;
- d) drive or allow the Vehicle to be driven on any beach or surface likely to damage the Vehicle; or
- e) involve the Vehicle in any race, speed test, rally, or contest; or
- f) allow the Vehicle to transport more than the number of people permitted by any applicable law or detailed in the Vehicle Manual.

RENTAL COMPANY OBLIGATIONS

- 11. The Rental Company shall deliver the Vehicle in a safe and roadworthy condition, up to the current Warrant of Fitness standards.
- 12. The Rental Company shall be responsible for all maintenance and running costs of 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.
- 13. If the reserved Vehicle is not available for reasons outside the Rental Company'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 this agreement and does not entitle the Hirer to any form of refund or other claim against the Rental Company. If no substitute Vehicle is available to the Hirer, the Rental Company'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 Rental Company's liability shall be limited to the hire charge for the remainder of the term of hire.

HIRER'S OBLIGATIONS

- 14. The Hirer shall ensure that:
 - a) All reasonable care is taken when driving and parking the Vehicle;
 - b) The engine coolant and oil in the Vehicle are maintained at the proper level;
 - c) The tires are maintained at their proper pressure;
 - d) The Vehicle is locked and secure at all times when it is not in use;
 - e) The Vehicle keys are kept secure. The cost of replacement keys (approximately NZD 1000) and related services, for example courier, shall be at the Hirer's expense;
 - f) the engine, transmission, braking or suspension systems are not interfered with;
 - g) The fuel tank is filled with the correct fuel and the freshwater tank is not contaminated. The cost of replacing tanks is at the Hirer's expense;
 - h) Should a warning light be illuminated, or the Hirer believes the Vehicle requires mechanical attention, he/she shall stop driving and inform the Rental Company immediately;
 - i) Damages caused by entering height restricted car parks or any other structures lower than the vehicle height is not covered,
 - j) Not covered is Damage to the interior and accessories.
Examples: Dents in surfaces, stains in upholstery, broken tabs.
When fitted: leaving the awning out in weather (rain, storm, wind) likely to cause damage.
 - k) There is no smoking, vaping in the Vehicle at all times. Any evidence of smoking, vaping in the Vehicle shall incur a cleaning fee of NZD 500;
 - l) Animals are not permitted inside the Vehicle
 - m) Vehicles shall only be driven on sealed or well-maintained, unsealed public roads. Driving on private roads or unmaintained surfaces, e.g. on a beach or on a road leading through a riverbed or stream, is not covered, which means the hirer remains fully liable for the value of the vehicle in case of an incident. The following roads are considered hazardous and are exempt from insurance cover. For your safety, please do not drive the vehicle on any of these roads, as it forfeits even the basic insurance cover normally included in the rental rate:
 - Skippers Road (Queenstown)
 - Crown Range Road (Queenstown)
 - Ball Hut Road (Mt. Cook)
 - Ninety Mile Beach (Northland)
 - North of Colville Township (Coromandel Peninsula)
 - Road 309 Whitianga to Coromandel Town (Coromandel Peninsula)
 - Tapu- Coroglen Road (Coromandel Peninsula).

STORAGE AND FORWARDING OF PERSONAL DATA

- 15. a) The hirer agrees to the Rental Company storing personal data.
- b) The Rental Company may forward these data via the central warning ring to third parties with a justified interest if the statements made in the rental are incorrect in essential points or the rented Vehicle is not returned within 24 hours of the expiry of the rental period (also extended, if need be) or if rental claims have to be made in judicial reminder proceedings or cheques presented by Hirer are not honoured. In addition, the data can be forwarded to all the authorities responsible for prosecution of offences against public order and criminal offences in the event of Hirer actually behaving dishonestly or sufficient indications here for existing. This is done, for example, in the event of wrong information for the rental, presentation of forged personal documents or such reported as having been lost, failure to return the Vehicle, failure to notify a technical defect, road traffic offences or similar.

MECHANICAL REPAIRS & ACCIDENTS

- 16. If the Vehicle is involved in an accident, damaged, (including 'driveable' accident, damage) breaks down or requires repair or salvage, regardless of cause, the Hirer shall notify the Rental Company providing full details immediately during office hours or otherwise within 24 hours in order to give the Rental Company the opportunity to rectify the problem during the hire. Failure to do so may affect any claims for compensation relating to the hire.
- 17. The Hirer shall not arrange or undertake any repairs or salvage without the Rental Company's authority. If the Vehicle is damaged to the extent that it cannot be driven, the Rental Company shall endeavour to exchange the Vehicle. Provision of an exchange Vehicle is subject to availability and the Hirer's location.
- 18. The Rental Company is liable for refund of hire charges of any unused full day of Vehicle lost due to a mechanical breakdown. The Rental Company is not responsible for any monetary compensation, accommodation charges or meals resulting from a breakdown or accident.
- 19. If the Vehicle is destroyed without any fault on the part of the Hirer or if it appears likely that its use will be prevented or withdrawn for an unreasonably long time, the Rental Company will be entitled to supply the Hirer with an equivalent substitute Vehicle within a reasonable period. If the Rental Company supplies an equivalent substitute Vehicle, any termination by the Hirer is excluded. If in such a case, the Rental Company offers a Vehicle from a lower price class and this is accepted by the Hirer, the Rental Company will reimburse to the Hirer the difference between this and the price already paid in advance by the Hirer. If no replacement vehicle can be provided, the Rental Company may cancel the contract.
- 20. All Vehicles are registered with a 24hr Roadside Assistance. This service covers any mechanical faults with the Vehicle. AA does not cover the following and the associated costs will be the responsibility of the Hirer:
 - a) the Vehicle running out of fuel, AdBlue or breakdown caused by the Vehicle being incorrectly fuelled;

- b) the Vehicle is unable to be accessed due to a lock out or the Vehicle keys being lost;
- c) flat batteries caused by incorrect usage of the batteries and/or incorrect usage of any equipment that requires the batteries in order to operate;
- d) flat or damaged tire(s);
- e) the Vehicle is unattended at the time the Roadside Assistance arrives at the breakdown location; and
- f) the Vehicle is not on public or formed road or is trapped or bogged.

21. Non-mechanical call-outs to the Roadside Assistance Service Provider will incur a call-out charge, payable by the Hirer.

RETURN OF THE VEHICLE

22. The Hirer shall, at or before the expiry of the term of hire, deliver the Vehicle to the Rental Company as described on the front of the ORA, or obtain the Rental Company's consent to the continuation of the hire in writing. Failure to return the Vehicle at the agreed time, and, or location, 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. Any costs incurred as a result of a subsequent hirer or any other person making claims against the Rental Company on the grounds that a Vehicle was supplied late must be borne by the Hirer.
23. The Hirer shall return the Vehicle with:
- a) full fuel tank, full AdBlue tank, and full LPG bottles. Failure to do so shall result in refill charges of fuel at cost, plus a service charge of NZD 25; LPG bottle at NZD 45 plus a service charge of NZD 25;
 - b) empty waste tank;
 - c) all Vehicle equipment accounted for and undamaged. The Hirer is liable for any equipment that is damaged (excluding fair wear and tear) or not accounted for; and
 - d) in a reasonably clean and tidy condition. Failure to do so shall result in a cleaning fee of up to NZD 500.

INSURANCE

24. 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. 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. Any driver described in this agreement is the person permitted to drive the Vehicle. He/she is responsible for any loss or damage to the Vehicle and for any consequential damage, loss or costs incurred by the Rental Company through salvage or loss of revenue resulting from the hire beyond the applicable excess amount.
25. Any driver described in this agreement is the person(s) permitted to drive the Vehicle. The Rental Company is covered to the extent of NZD 10,000,000 in respect of any liability for damage to any property (including injury to any animal) belonging to any person and arising out of the use of the Vehicle.
26. The Hirer's liability will be for any loss or damage to the Vehicle, however caused, and for any consequential loss or damage, during the term of this hire, or during any authorized extensions to the term, up to the applicable excess amount of NZD 7500 per incident.
27. The Hirer is liable for payment of the applicable insurance excess in the case of damage to, or accidents involving, the Vehicle when the Hirer has not taken liability reduction insurance. On payment of the liability reduction insurance by the Hirer, the excess payable by the Hirer is reduced or eliminated depending on the liability reduction option selected and subject to exclusions in clause 30. The Rental Company may make the applicable deduction from the Hirer's credit card following notification of any loss or damage to the Vehicle.
28. In the event of any damage to the Vehicle, its contents or third-party property, another bond shall be collected to cover the excess for any subsequent damage.
29. Where the total cost of a claim is less than the excess, then the Hirer shall be liable to pay that lesser amount.
30. The Hirer acknowledges that the cover referred to in clause 25 will not apply when:
- a) the Vehicle is driven by anyone not named in this agreement as the person(s) permitted to drive the Vehicle;
 - b) the driver of the Vehicle is under the influence of alcohol or any drug;
 - c) the Vehicle is in an unsafe or un-roadworthy condition, such condition arising during the term of the hire, that caused or contributed to the damage or loss, and the Hirer or driver of the Vehicle was aware or should have been aware of the unsafe or un-roadworthy condition of the Vehicle;
 - d) the Vehicle is wilfully or recklessly damaged or lost by the Hirer, the nominated driver, or the person under the Hirer's authority or control, including sitting or standing on the roof, driving on any beach or surface likely to damage the Vehicle or cause it to become bogged or trapped, driving through flooded areas, submersing in water or exposing the Vehicle to salt water;
 - e) the fuel, AddBlue or freshwater tanks are contaminated; or
 - f) the Vehicle was operated outside the terms of this agreement or any agreed extension of the term of this agreement.
 - g) Damages at the awning;
 - h) Interior of the vehicle is damaged

TRAFFIC OFFENCES

31. The Hirer is advised that New Zealand law permits the Rental Company to debit the Hirer's credit card for any infringement fee for an offence where the offence was committed during the term of the hire. This includes but is not limited to speeding, toll road, parking, and freedom camping offences. The Rental Company may also charge an administration fee of NZD 25 per infringement notice received.
32. The Rental Company will send the Hirer a copy of the infringement notice and any reminder notice as soon as practicable after the Rental Company receives it. The Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority and seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice).

AMENDING OR CANCELLING HIRE AGREEMENT

33. The hirer may make amendments to a confirmed booking with not less than least 60 days' notice from the date of the agreed commencement of the rental period, subject to the Rental Company having alternative capacity and alternative booking dates available. Re-booking is only possible in the same calendar year.

CANCELLATION FEES:

- Up to 92 days before beginning of rental, \$500 cancellation fee;
- From 91 and to 42 days before the beginning of the rental, the deposit is retained;
- From 41 and to 21 days before the beginning of the rental, 40% of the rental cost;
- From 20 and to 7 days before the beginning of the rental, 60% of the rental cost;
- From 7 or fewer days before the beginning or no show, 100% of the rental cost

34. The Rental Company may cancel any booking and decline to make available the Vehicle to the Hirer or 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; does not appear to be a fit and proper person to hire the Vehicle.

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 Rental Company reasonably believes that the Vehicle will not be returned at or before the expiry of the term of hire; or

e) The Rental Company considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is or has been endangered.

35. If the Rental Company cancels this agreement, then no refund will be given.

36. All cancellations (whether by the Hirer or the Rental Company) must be in writing to the party's nominated email address.

37. The termination of the hiring under this agreement shall be without prejudice to the other rights of the Rental Company under this agreement.

38. 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 33 applies.

39. If the Rental Company cannot provide the rental vehicle of the booked vehicle group on the planned pick-up date, the Rental Company reserves itself the right to:

a) provide a vehicle of an equal or higher category. If the Rental Company provides a vehicle of an equal or higher category, the hirer shall not be entitled to cancel the rental contract.

b) If a vehicle of an equal or higher category cannot be made available either, the Rental Company is entitled to rebook the customer to a vehicle of a lower category. The Rental Company shall reimburse the Hirer for the difference in price to the rental charge already paid by the Hirer in advance. If the Rental Company provides a vehicle of a lower rental category, cancellation of the rental contract by the Hirer is excluded.

c) If the Rental Company is unable to provide a replacement vehicle, the Rental Company is entitled to offer a rental from another rental station. In this case, the current daily prices for the rental vehicle at the new rental station shall apply. Possible additional costs are to be borne by the hirer.

d) If the Rental Company cannot provide a replacement vehicle and the Hirer does not accept a rental offer from another rental station, the Rental Company reserves itself the right to cancel the booking free of charge. The Rental Company shall reimburse the Hirer for any payments already made.

e) If the Rental Company is unable to provide services because of the circumstances beyond its control, for a rental where cancellation fees would apply, or for a rental which has already commenced, then the Rental Company will provide the Customer with a credit for the value of the non-refundable part of any unused hire charges and fees. The Rental Company may deduct a reasonable service fee from the credit amount to cover administration costs or vehicle recovery costs. Credits will be valid for 12 months from the date on which the Rental Company advises that it cannot fulfil the rental as originally booked (or in certain circumstances, as extension may be separately agreed with the Rental Company).

f) The Customer and the Rental Company acknowledge and agree that, if the Rental Company is unable to provide services because of circumstances beyond its control, this will not constitute impossibility of performance or frustration of this Agreement and that in such circumstances, this clause 40 b) will apply instead of Subpart 4 of the Contract and Commercial Law Act 2017.

g) the following examples of circumstances that may be beyond the Rental Company's control for the purpose of this clause: a weather event, natural disaster (including earthquake, tsunami, volcanic eruption or wildfire), public health event (including epidemic /pandemic), strike, terrorist act, governmental, regional or local authority restrictions, change in law.

PROPER LAW

40. This Agreement is governed by the laws of New Zealand.

CUSTOMER WARRANTIES

41. The Customer warrants that all information supplied by them to the Rental Company in connection with this Agreement is true and accurate and the Customer will immediately notify the Rental Company of any change to the information

FOR YOUR PROTECTION

42. New Zealand's statutory, no fault Accident Compensation scheme covers everyone in New Zealand injured in an accident. Accordingly, The Rental Company does not accept any liability for personal injuries sustained during the rental. Except where such loss or damage is caused by The Rental Company's (or that of its employees or agents) own negligence or breach of this Agreement, The Rental Company does not accept liability for any loss or damage to any personal belongings or property of the Customer (or any person or entity related to the Customer). The Rental Company strongly recommends that the Customer takes out personal travel insurance to cover any injury or loss.

THE RENTAL COMPANY LIABILITY TO THE HIRER

43. Except as specified in this clause, there are no other warranties, conditions or indemnities relating to the hire given by the Rental Company to the Hirer. All conditions and warranties whether expressed or implied by law, trade, custom or otherwise are hereby expressly excluded except for those conditions and warranties implied by law which cannot be excluded or modified. In this regard, nothing in this clause 38 is intended to limit the application of the Consumer Guarantees Act 1993.

44. The Rental Company shall not be liable for any loss of profits or consequential, indirect or special loss, damage, or injury of any kind suffered by the Hirer.

INDEMNITY

45. The Hirer releases the Owner of the Vehicle, the Rental Company and their respective directors, 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 Rental Company's premises.

GPS TRACKING SYSTEM

46. It is acknowledged and agreed by the Hirer that the Vehicle may be equipped with GPS Tracking Systems or other electronic tools to enable the geographical location of the Vehicle to be tracked or located.

RECOMMENDATION

47. The Rental Company strongly recommends that the Customer takes out personal travel insurance.

For international customers (flight time more than six hours and/or flight arrival after 1pm) the Rental Company highly recommends the Hirer stays one night in accommodation to rest, before picking up the Vehicle.