

Rental agreement Effective as of 1 July, 2010

This agreement is between the rental vehicle operator Bay of Islands Campervans Ltd (the "Operator") and the hirer whose particulars are recorded in this agreement (the "Hirer"). It is hereby agreed that:

VEHICLE DESCRIPTION AND TERM OF HIRE

1. The Operator will let and the Hirer will take the vehicle, details of which are set out page 1 of this agreement the "Vehicle", for the term of hire described in this agreement.

PERSONS WHO MAY DRIVE VEHICLE

2. The Vehicle may be driven during the term of hire only by the persons described in this agreement and only if each such person holds a current full driver's licence appropriate for the class of vehicle in this agreement and is aged 21 or over. The licence details are recorded in the agreement alongside each person's name. If the foreign driver's licence is not in English, an English translation or international driving permit shall be carried with the foreign driver's licence.

PAYMENTS BY HIRER

3. The Hirer shall pay the Operator for the hire of the Vehicle the sums specified in this agreement. At time of booking a \$750.00 deposit is required. The deposit secures the booking. The balance is due 30 days prior to commencement of the hire. If the balance is not received 30 days prior to 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.

4. In addition, the Hirer acknowledges that s/he shall be liable to pay to the Operator at the end of the hire period any additional charges specified in the agreement. These may include charges for fuel, late return, damage or repairs up to the insurance excess amount, any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees, and toll charges. The charges may be deducted from the Hirer's credit card, or by payment in any other manner, during or after the term of hire is completed.

5. All payments shall be made in New Zealand dollars at the New Zealand currency rate on the day payment is made. We accept Cash, direct debit, Visa and MasterCard.

6. Rates are on a per-calendar day basis. Part days at the start or end of the hire are charged at the daily rate. The day of pick-up is counted as day one of the hire period regardless of the pick-up time. The day the Vehicle is returned is counted as the final day of the rental regardless of return time. Vehicles are available at 8.30 am on the day you commence your hire and must be returned by 5 pm at the termination of the hire, unless prior arrangements are made.

The daily rate includes unlimited kilometres, standard insurance, 24 hour breakdown assistance, extra driver fees, diesel tax and GST (Goods & Services Tax). Auckland Airport transfers on arrival and departure to/from Paihia plus stay at Baystay B&B are available on request and free for hire periods over 21 days.

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.

BOND

8. The Hirer agrees to pay a bond by cash or credit card of \$3500 (or \$1000/\$250 when an Excess Reduction is taken out) 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, with a full tank of fuel, the toilet cassette and waste water tank emptied and no equipment lost or damaged. The bond will be reduced rateably and proportionally to allow the Operator to put the Vehicle and/or its contents back in the same condition it was when it was hired. The hirer will also be fully liable for the daily rental rate for the period the vehicle is off fleet for accident repairs (max 7 days) and for replacing or repairing damaged windscreens and tyres. Excess Reduction at \$25 per day will reduce the excess for any damage to either vehicle or third party property to a maximum of \$1,000. Excess Reduction at \$50 per day will reduce the excess for any damage to either vehicle or third party property to nil. Bond of \$250 required. We strongly advise you take out personal insurance to cover your health and your belongings. Please do not leave items of value unattended in the vehicle.

USE OF THE VEHICLE

9. The Hirer shall not:

- Sublet or hire the Vehicle to any other person;
- Operate the Vehicle, or permit it to be operated in circumstances that constitute an offence by the driver, which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drugs;
- Drive or allow the Vehicle to be driven on any beach or surface likely to damage the Vehicle;
- Involve the Vehicle in any race, speed test, or rally.

OPERATOR'S OBLIGATIONS

10. The Operator shall supply the Vehicle in a safe and roadworthy condition.

11. 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.

HIRER'S OBLIGATIONS

12. The Hirer shall ensure that:

- All reasonable care is taken when driving and parking the Vehicle;
- The engine coolant and oil in the Vehicle are maintained at the proper level;
- The tyres are maintained at their proper pressure;
- The Vehicle is locked and secure at all time when it is not in use;
- The Vehicle keys are kept secure. The cost of replacement keys is at the Hirer's expense;
- No part of the engine, transmission, braking or suspension systems are interfered with;
- The fuel tanks are filled with the correct fuel and the freshwater tanks are not contaminated. The cost of draining and decontaminating tanks is at the Hirer's expense;
- Should a warning light be illuminated or the Hirer believes the Vehicle requires mechanical attention, s/he stops driving and advises the Operator immediately;
- There is no smoking in the Vehicle. Any evidence or smell of smoking in the Vehicle shall incur a cleaning fee of \$500; and
- Animals are not permitted inside the Vehicle.
- The hirer will at all times be responsible for the total cost of any damage related to:
 - Creek or river crossing, beach driving, driving in flooded areas.
 - Incorrect use of fuel {fuel being petrol or diesel}.
 - Putting fuel in the water tank, and or water in fuel tank.
 - Replacement of keys lost or locked in vehicle.
 - Overhead and under body damage to the vehicle.
 - Windscreen and tyres (unless Excess Reduction taken out at \$50 per day)

13. ROAD RESTRICTIONS

Hirers are permitted to drive their vehicle on any road in NZ except the following which are prohibited in all circumstances:

- Ninety Mile Beach - Northland
- North of Colville Township - Coromandel Peninsula
- Tapu-Coroglen Road - Coromandel Peninsula
- Skippers Canyon Road - Queenstown
- Ball Hutt Road - Mt. Cook
- Any beach or unformed/gravel road in New Zealand. The only exceptions to this are any recognised campground access roads less than 500 metres in length or road works.

Operator reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions.

Please note that if these road restrictions are breached, all insurances will become null and void and the hirer will be liable for the full cost of any and all damages incurred.

MECHANICAL REPAIRS AND ACCIDENTS

14. If the Vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Hirer shall notify the Operator of the full circumstances within 24 hours or as soon as practicable in order to give the Operator the opportunity to rectify the problem during the rental. Failure to do so may affect any claims for compensation. The failure of accessories such as TV, DVD, CD player, microwave, heater, air conditioning unit and hot water heater do not constitute a breakdown. Operator will endeavour to facilitate on-road repairs however should the repair not be possible or fail the hirer is not entitled to a vehicle change or compensation.

15. The Hirer shall not arrange or undertake any repairs or salvage without the Operator's authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

16. 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.

17. 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.

RETURN OF THE VEHICLE

18. The Hirer shall, at or before the expiry of the term of hire, deliver the Vehicle to the Operator as shown on the front 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 \$1000. Failure to return the Vehicle at the agreed time and/or day will incur a late fee of \$150 per hour payable in addition to the daily rental rate for each day until the Vehicle is returned.

19. The Hirer shall return the Vehicle with

- A full diesel/petrol tank and LPG bottles. Failure to do so shall result in refill charges;
- empty waste tanks;
- All Vehicle equipment accounted for and undamaged. The Hirer is liable for any equipment that is damaged or not accounted for

20. The Hirer shall return the Vehicle in a reasonably clean and tidy condition. Failure to do so shall result in a cleaning fee of up to \$500.

INSURANCE

21. Any driver described in this agreement as a person permitted to drive the Vehicle is, subject to the exclusions set out below, covered against any loss or damage to the Vehicle, its accessories and spare parts, and for any consequential damage, loss or costs incurred by the Operator through salvage or loss of revenue resulting from the hire.

22. Any driver described in this agreement as a person permitted to drive the Vehicle is, subject to the exclusions set out below, is indemnified to the extent of \$1,000,000 in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any person and arising out of the use of the Vehicle.

23. 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.

24. The excess payable by the Hirer is \$3500 in the case of damage to, or accidents involving the Vehicle when the Hirer has not taken liability reduction insurance. On payment of liability reduction insurance by the Hirer, the excess payable by the Hirer is \$1,000/\$250

25. 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.

26. Where the total cost of a claim is less than the excess then the Hirer shall be liable to pay that lesser amount.

INSURANCE EXCLUSIONS

27. The Hirer acknowledges that the cover referred to in clause 21 will not apply when:

- the Vehicle is driven by anyone not described in this agreement as a person permitted to drive the Vehicle;
- the Vehicle is wilfully or recklessly damaged or lost by the Hirer, a nominated driver, or a person under the Hirer's authority including sitting or standing on the roof, driving on any beach or surface likely to damage the Vehicle, driving through flooded areas, submersing in water, contacting salt water;
- the driver allowed the Vehicle to become bogged requiring it to be recovered;
- The Vehicle was operated outside the terms of this agreement or any agreed extension of this agreement.

TRAFFIC OFFENCES

28. All traffic infringements are the responsibility of the hirer. Operator will charge your credit card using the bond given to cover the cost of the fine, plus a processing fee of \$25. In the circumstances of credit card failure, or no credit card is supplied then Operator reserves the right to pass on details of the hirer's home contact to the New Zealand Traffic Authorities

29. The Hirer is advised that should the Operator decide to debit their credit card for an infringement fee, the Hirer has the right to:

- Receive a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the Operator
- Challenge, complain about, query or object to the alleged offence to the issuing enforcement authority
- 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) and
- Dispute the matter with the credit card issuer.

CANCELLATION OF HIRE AGREEMENT

30. Confirmed hires subsequently cancelled incur a cancellation fee as below:

- Up to 30 days prior to pick up date -- deposit
- Within 30 days of your pick up date -- 50% of total rental rates
- Within 10 days of your pick up date -- 75% of total rental rates
- No show-- 100% of total rental rates

In all cases, the minimum amount retained is the deposit.

REFUNDS

Regretfully no refunds can be given for any unused portion of your holiday. However your travel insurance may in some circumstances cover the unused portion. Refunds for hires paid and cancelled prior to pick up will be subject to our cancellation policy.

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

- The Hirer fails to comply with any of the terms of this agreement or if the Vehicle is damaged.
- The Hirer has obtained the Vehicle through fraud or misrepresentation.
- The Vehicle appears to be abandoned.
- 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.
- The Operator considers, on reasonable grounds that the safety of the passengers or the condition of the Vehicle is or has been endangered.

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

33. 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.

34. 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.

INDEMNITY

35. 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.

NOTE TO HIRER

The Operator must give you at least one copy of this agreement. A copy must be kept in the Vehicle throughout the term of the hire and be produced on demand by any law enforcement officer.

LUGGAGE

Luggage can be stored at our rental location free of charge (only when pick-up and drop-off in Paihia) Luggage handed over to Operator for storage, is done so at the owner's own risk and Operator accepts no responsibility for any damage of luggage.

QUOTES

- If you wish to proceed please make an 'obligation free' request.
- Availability and a personal quote will be sent to you.
- Please allow 48 hours to take time zone differences into account.
- Quotes are valid for 7 days from issue, subject to availability.

IMPORTANT:

Bay of Islands Campervans Ltd reserves the right to amend these terms & conditions, vehicle specifications and tariffs at any time without prior notice. Bay of Islands Campervans Ltd reserves the right to refuse any rental at its own discretion.