

Term & Conditions Effective 1 January, 2012

Vehicle description and term of hire

1. Bay of Islands Campervans Ltd ("operator") will let and the hirer will take the motor vehicle, details of which are set out on page 1 of this agreement ("the vehicle"), for the term of hire as described in this agreement.

This clause refers to the standard „Agreement to Hire Rental Vehicle“ provided by the **Rental Vehicle Association New Zealand** which will be drawn up on date of hire.

Persons who may drive the vehicle

2. The vehicle may be driven during the term of hire only by the persons named or described in this agreement and only if each person holds a current full driver's licence appropriate for the class of vehicle in this agreement. The licence details are recorded in the agreement alongside each person's name and address.

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 10% deposit is required, with a minimum of \$750.00. The deposit secures the booking. The balance is due 28 days prior to commencement of the hire.

If the balance is not received 28 days prior to commencement of the hire, the Operator reserves the right to treat the booking as cancelled.

3.1. Bond is payable by cash or credit card at the start of the hire which will be refunded after the Vehicle and its contents have been returned in the same condition as when hired.

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.

3.2. Late pick up or early return of the Vehicle shall not entitle the Hirer to any refund of the unused portion of the rental

4. In addition to the payment specified in clause 3 above, the hirer acknowledges that s/he shall be liable at the end of the hire period to pay the operator any applicable additional charges payable at the end of the term. These include charges for cleaning, late return, damage to or repair of the vehicle (subject to the other terms of this agreement), any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees (see clauses 20 and 21) and the administration costs relating to these fines and fees, and toll charges. The operator 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 operator, such choice to be at the operator's sole discretion.

Use of the vehicle

5. The hirer shall not:

- a. use or allow the vehicle to be used for the transport of passengers for hire or reward unless the vehicle is hired with the operator's knowledge for use in a passenger service licensed under Part 4A of the [Land Transport Act 1998](#) ("the Act");
- b. sublet or hire the vehicle to any other person;
- c. allow the vehicle to be used outside his/her authority;
- d. operate the vehicle or allow it to be operated in circumstances that constitute an offence against any of Sections 56, 57 and 58 of the Act;
- e. operate the vehicle or allow it to be operated in any race, speed test, rally or contest;
- f. operate the vehicle or allow it to be operated in breach of the Act, the [Transport Act 1962](#), the [Land Transport \(Road User\) Rule 2004](#), or any other Act, regulations, rules or bylaws relating to road traffic;
- g. operate the vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or RUC certificate, whichever is the lesser for the vehicle;

- h. drive or allow the vehicle to be driven by any other person if at the time of driving the vehicle the driver does not hold a current driver's license appropriate for the vehicle;
- i. drive or allow the vehicle to be driven on any roads excluded in clause 17(h) of this agreement, or on any beach, driveway, or surface likely damage the vehicle; or
- j. allow the vehicle to be driven by any person who is not named or described in this agreement as a person permitted to drive the vehicle,
- k. allow smoking in the vehicle. Any evidence or smell of smoking in the Vehicle shall incur a cleaning fee of \$500

Hirer's obligations

6. The hirer shall ensure that:

- a. all reasonable care is taken when driving and parking the vehicle;
- b. the water in the vehicle's radiator and battery are maintained at the proper level;
- c. the oil in the vehicle is maintained at the proper level;
- d. the tyres are maintained at their proper pressure;
- e. the vehicle is locked and secure at all times when it is not in use;
- f. the distance recorder or speedometer are not interfered with;
- g. no part of the engine, transmission, braking or suspension systems are interfered with;
- h. should a warning light be illuminated or the hirer believe the vehicle requires mechanical attention, s/he stops driving and advises the operator immediately.

Operator's obligations

7. The operator shall supply the vehicle in a safe and road worthy condition, up to current Certificate of Fitness standards.

Mechanical repairs and accidents

8. 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 the repair should not be possible or fail, the hirer is not entitled to a vehicle change or compensation.

9. 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.

10. 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.

10.1. If the vehicle requires repair or replacement 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 vehicle

11. The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the operator or to the operator's agent's place of business as shown on the front of this agreement, or obtain the operator's consent to the continuation of the hire (in which case the hirer shall pay additional hire charges for the extended term of hire).

11.1. The Hirer shall return the Vehicle with

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

11.2. The Hirer shall return the Vehicle in a reasonably clean and tidy condition.

If the hirer does not comply with clause 11/11.1/11.2 the hirer shall be liable for charges for the late return and/or cleaning (fee up to \$500) of the vehicle.

Liability

12. The hirer is liable for:

- a. any loss of, or damage to, the vehicle and its accessories;
- b. any consequential damage, loss or costs incurred by the operator, including salvage costs, loss of ability to re-hire and loss of revenue; and
- c. any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.

The hirer's liability is covered by the operator's insurance in clause 12 up to the value of \$1,000,000 in respect of paragraphs (a) and (b), and \$1,000,000 in respect of paragraph (c)

Insurance

13. The hirer is advised that motor vehicle insurance must be offered by the operator, but the hirer can make his/her own insurance arrangements, provided they are approved by the operator. If the operator is not satisfied that the hirer's insurance is comparable to the operator's, the operator may decline to hire the vehicle.

14. If the hirer elects to use the operator's insurance, any driver named in this agreement as a person permitted to drive the vehicle is, subject to clause 17 and the excess payable by the hirer as set out in clause 16, covered against the losses set out in clause 12. This clause does not apply if the hirer rejects the operator's insurance.

15. The insurance premium is included in the hire charge.

16. The excess payable by the hirer is \$3500 in the case of damage to, or accidents involving, the vehicle only ("single vehicle accidents") and \$3500 in the case of accidents involving the vehicle and one or more other vehicles ("multiple vehicle accidents") Bond: \$3500.

16.1. *Only if offered by operator:* On payment of liability reduction insurance (\$25 per day) by the hirer, the excess payable by the hirer is \$ 1500 for single vehicle accidents and \$1500 for multiple vehicle accidents. Payable Bond: \$1500.

16.2. *Only if offered by operator:* On payment of liability reduction insurance (\$50 per day) by the hirer, the excess payable by the hirer is NIL for single vehicle accidents and NIL for multiple vehicle accidents. Payable Bond: \$250.

16.3. 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.

16.4. 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.

16.5. 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.

16.6. 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

- 17.** The hirer acknowledges that the cover referred to in clause 14 will not apply at any time when:
- a. the driver of the vehicle is under the influence of alcohol or any drug;
 - b. the vehicle is in an unsafe or un-roadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the hirer or driver was aware or should have been aware of the unsafe or un-roadworthy condition of the vehicle;
 - c. the vehicle is driven in any race, speed test, rally or contest;
 - d. the vehicle is driven by anyone not named or described in this agreement as a person permitted to drive the vehicle;
 - e. the vehicle is driven by an unlicensed person;
 - f. the vehicle is wilfully or recklessly damaged or lost by the hirer, a nominated driver, or a person under the hirer's authority or control;
 - g. the driver commits a traffic offence while driving the vehicle;
 - h. the vehicle was being driven on any of these roads: Ball Hutt Mount Cook, Skippers Canyon Road, beyond Te Anau Downs, Ninety Mile Beach (Northland), any road above Colville town
 - i. the vehicle was operated beyond the term of this agreement or any agreed extension if the term.

18. It is agreed between the hirer and the operator that section 11 of the [Insurance Law Reform Act 1977](#) shall apply with respect to the above exclusions as if clauses 13 to 17 constitute a contract of insurance.

Hirer uses his/her own insurance

19. If the hirer elects to use his/her own insurance s/he accept all liability for all losses, costs and damages set out in clause 12(a) to (c), and agrees that clause 14 does not apply to such losses, costs and damages.

Traffic offences

20. The hirer is advised that Section 9.5(1) of the Land Transport Rule: [Operator Licensing 2007](#) permits the operator to debit the hirer's credit card for any infringement fee for an offence where the offence was committed during the period of hire and:

- a. was a speeding offence, a toll offence or an offence in respect of failure to comply with the directions given by a traffic signal where that offence was detected by approved vehicle surveillance equipment; or
- b. an offence for parking in any portion of a road in breach of any bylaw or a road controlling authority or an offence against Part 6 of the Land Transport (Road User) Rule 2004.

The operator may also charge an administration fee of \$25 in addition to the infringement fee.

21. The operator will send the hirer a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the operator. 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).

Cancellation of Hire Agreement

22. 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.

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

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

24. If the Operator takes immediate possession of the Vehicle as described in clause 22, no refund will be given.

25. 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.

26. 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

27. 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.

General information.

Quotes:

Please allow 48 hours to take time zone differences into account. Quotes are valid for 14 days from issue, subject to availability.

Reminder:

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 (Credit card fees may apply)

Like other currencies, the NZ Dollar does fluctuate, sometimes by up to 3 or 4 cents in a period of only 3-5 weeks. Fluctuating exchange rates, the difference between buy and sell rates charged by banks as well as bank fees, may result in the bond amount refunded being different. Bay of Islands Campers is not liable for currency variations or bank transaction fees which may be payable.

Please check your credit card has the funds available for bond payment and that the amount does not exceed your daily withdrawal allowance.

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.

When your start or return is NOT Baystay B&B (Paihia) we recommend using (sports)bags; hard suitcases take up much space in the vehicle.

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.

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 application at its own discretion.