

# General Conditions Motorhome Kauri Family Luxury

For travel from 01/04/2020

To 31/03/2022

## RENTAL CENTER HOURS AND GENERAL RENTAL CONDITIONS

**Pick-ups:** from Monday to Friday 9:00 to 15:00, Saturday 11:00 to 13:00

**Drop-offs:** from Monday to Friday 9:00 to 15:00, Saturday 11:00 to 13:00

### Rental center hours:

Pokeno (Auckland) et Christchurch: from Monday to Friday 9:00 to 16:00, Saturday 10:00 to 14:00

**License and minimum driving age:** Driver must be 25 years old or over and hold a valid license for minimum 2 years.

Each person who wants to driver the vehicle must be present on the pick-up day to sign the contract. Holders of non-English-speaking driver's licences must have a sworn translation or an international licence.

## DEPOSIT

**NZD 7.500 payable by credit card** the day of departure (debited and returned on drop-off) can be reduced to NZD 1,000 with CDW insurance.

Visa and MasterCard are accepted.

## EVEN MORE ABOUT KAURI MODELS...

**Safety:** new models with ABS, ASR and mobility warranty.

**Fleet:** you can drive into your vacation with your partner, friends or your whole family. The perfect campers for city trips, beach holidays or active vacation.

Location includes : **unlimited km, local taxes, third Party Collision and Vehicle Damage insurance, emergency service, security Package, awning, reversing camera, air conditining, bike rack** (not compatible with electric bikes).

## D DAY...

Vehicles can be collected from Monday to Friday between 9:00 and 15:00 and on Saturday between 11:00 and 13:00. Guests should allow 1-2 hours to complete the paperwork and demonstration process.

## ...AND THE LAST DAY

Return of the vehicle is from Monday to Friday between 9:00 and 15:00 and on Saturday between 11:00 and 13:00. The hirer should allow 1 hour to complete the return documentation and check the vehicle.

You agree to return vehicle in the same condition as it was received (excluding normal wear and tear): clean, with a full tank of carburant and empty tanks of grey and black water. If not, a cleaning and/or waste tank evacuation fee may be assessed at vehicle return.

## GENERAL CONDITIONS

### 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 tank and LPG bottles, empty waste tank, and all Vehicle equipment accounted for and undamaged. Failure to do so will result in loss of bond.

### Mechanical repairs and accidents

The Hirer shall notify the Rental Company without delay and in any event within 24 hours of occurrence if the Vehicle is involved in an accident, or is otherwise damaged, 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 7.500 of the damage or loss referred to in the insurance cover specified in clause 24 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 charges

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

## Child Restraint Disclaimer

The Rental Company is able to assist with the installation of a child restraint. However, in the event of an accident the Rental Company will NOT be liable for any loss or damage incurred in relation to child restraints. It is the legal responsibility of the child's parent or guardian to ensure that any child is properly restrained.

## TERMS AND CONDITIONS

1. This agreement is between the respective local rental station that will hand the Vehicle over to you.(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.

### Drivers

The Vehicle may be driven during the term of hire only by the person(s) described in the rental agreement and only if each such person holds a current full driver's license appropriate for the class of vehicle in the rental agreement, is aged 25 or above and must have two years driving experience. The license details are recorded in the rental 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

3.

a) The Hirer shall pay the Rental Company for the hire of the Vehicle the amount specified in this agreement. At time of booking a deposit being 30% of the total cost and in any event a minimum of NZD 500 deposit is payable by the Hirer to secure the booking. The balance of the payment must be made 40 days prior to commencement of the hire. If the balance is not received 35 days prior to commencement of the hire, the Rental Company 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 (only apply to booking with standard excess NZD 7500 or liability reduction to NZD 1000), 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. An awning is affixed to all Vehicles, but the handle to operate it is not included unless requested. Please be aware that a NZD 2000 liability to cover any damages found at the end of hire applies outside of the standard security deposit, before requesting the handle. 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. The following credit or debit cards will be accepted: Visa and MasterCard. A non-refundable 2,5% administration fee will 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:

- 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. 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 NZD 500 and the road user charge fee is included.

### Use of the Vehicle

10. The Hirer shall not:

- sublet, hire or otherwise part with possession of the Vehicle to any other person;
- allow the Vehicle to be used outside his/her authority or for a purpose other than a motorhome;
- operate the Vehicle, or permit it to be operated in circumstances that constitute an offence;
- 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, rally or contest;
- allow the Vehicle to transport more than the number of persons 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:

- 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 tires are maintained at their proper pressure;
- The Vehicle is locked and secure at all times when it is not in use;
- 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;
- the engine, transmission, braking or suspension systems are not interfered with;
- 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;
- 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;
- There is no smoking in the Vehicle at all times. Any evidence of smoking in the Vehicle shall incur a cleaning fee of NZD 500;
- Animals are not permitted inside the Vehicle;
- Journeys outside of New Zealand are not permitted;
- The Vehicle shall be driven only on sealed roads maintained by the local authorities. Leaving any main road means the Vehicle is not covered by your insurance policy and you are traveling at your own risk. This includes but is not limited to travelling on all ski access roads, Skippers Canyon Road, Ball Hut Road and Ninety Mile Beach.

### **Rights under agreement**

15. The Hirer acknowledges and agrees (including for the benefit of the Owner (as defined below) that:

- a person other than the Rental Company is the legal Owner of the Vehicle (the "Owner") and the Rental Company has entered into an agreement to take the Vehicle on bailment from the Owner (the "Bailment Agreement") and the Rental Company may charge, mortgage or grant a security interest (a "Security") in its interest in the within agreement in favor of the Owner without the Hirer's consent;
- the exercise of any rights by the Owner under the Bailment Agreement or a Security will not constitute a breach or default under the within agreement or otherwise entitle the Hirer to terminate, rescind or revoke the within agreement and further the Owner may contact the Hirer to verify its possession of the Vehicle;
- the Hirer's rights in respect of the Vehicle are expressly subject and subordinated to the rights of the Owner and nothing in the within agreement will in any way limit, reduce, vary or otherwise qualify the rights of the Owner under or in connection with the Bailment Agreement or any Security;
- if a repudiation or termination occurs under the Bailment Agreement or a Security becomes enforceable:
  - I. the Owner or Rental Company may by notice to the Hirer terminate this agreement and upon such notice the Hirer's right to possess and use the Vehicle shall immediately cease and the Hirer must surrender possession and control of the Vehicle to the Owner or the Rental Company, notwithstanding that the Hirer may not be in breach or default of its obligations under the within agreement; and
  - II. the Owner or Rental Company may enter any premises where any Vehicle is located to exercise any rights of the Rental Company or the Owner under any Security, the within agreement or at law including, if the need arises, the right to remove the Vehicle from the relevant premises. The Hirer agrees to obtain all necessary consents from the Owner, occupier and other interested persons (such as any mortgagee) of the relevant premises where the Vehicle is located to enable the Owner and Rental Company to do this. The Hirer acknowledges, including for the benefit of the Owner, that by entering into this agreement the Rental Company will be in breach of the Bailment Agreement unless the Hirer agrees to the terms set out in paragraphs above.

### **Storage and forwarding of personal data**

16. a) 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 proceedings or cheques presented by Hirer are not honored. 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 and accidents**

17. If the Vehicle is involved in an accident, damaged, 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.

18. The Hirer shall not arrange or undertake any repairs or salvage without the Rental Company's express authority. If

the Vehicle is damaged to the extent that it cannot be driven, the Rental Company shall endeavor to exchange the Vehicle. Provision of an exchange Vehicle is subject to availability and the Hirer's location.

19. 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.

20. All Vehicles are registered with the Camper Care 24hr Roadside Assistance. This service covers any mechanical faults with the Vehicle. Camper Care does not cover the following and the associated costs will be the responsibility of the Hirer:

- the Vehicle running out of fuel or breakdown caused by the Vehicle being incorrectly fueled;
- the Vehicle is unable to be accessed due to a lock out or the Vehicle keys being lost;
- flat batteries caused by incorrect usage of the batteries and/or incorrect usage of any equipment that requires the batteries in order to operate;
- flat or damaged tire(s);
- the Vehicle is unattended at the time the Camper Care Service Provider arrives at the breakdown location; and
- the Vehicle is not on public or formed road or is trapped or bogged.

21. All non-mechanical call-outs to the Camper Care 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 this agreement, or obtain the Rental Company's consent to the continuation of the hire. If the Vehicle is returned after the time agreed in writing, the Rental Company will charge a fee according to the actual valid pricelist (up to a maximum equal to the relevant full day price for each day late). 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:

- full fuel tank and full LPG bottles. Failure to do so shall result in refill charges of fuel cost at NZD 2.50 per liter, LPG bottle at NZD 40 each plus service charge of NZD 25;
- empty waste tank;
- all Vehicle equipment accounted for and undamaged. The Hirer is liable for any equipment that is damaged or not accounted for; and
- in a reasonably clean and tidy condition. Failure to do so shall result in a cleaning fee of up to NZD 500.

### **Insurance**

24. 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. He/she is responsible [for the indemnified] to the extent of NZD 20,000,000 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.

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 the corresponding clause. 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 the beginning of the clause will not apply when:

- the Vehicle is driven by anyone not named in this agreement as the person(s) permitted to drive the Vehicle;
- the driver of the Vehicle is under the influence of alcohol or any drug;
- 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 unroadworthy condition of the Vehicle;
- the fuel or freshwater tanks are contaminated; or
- the Vehicle was operated outside the terms of this agreement or any agreed extension of the term of this agreement.

### **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 it is received by the Rental Company. 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:

- 95 days before beginning of rental, no cancellation fee;
- Between 94 and to 33 days before the beginning of the rental, 30% of rental cost with a minimum of NZD 500;
- Between 32 and 10 days before the beginning of the rental, 50% of rental cost; and
- Less than 10 days before the beginning or by no show, 100% of rental cost

In addition, any deposit is non-refundable.

Subsequent changes are not permitted. Each booking reservation amendment will be charged according to the current valid price list. After confirmation of the booking reservation, subsequent or further changes are not permitted.

34. The Rental Company may cancel this 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 Rental Company reasonably believes that the Vehicle will not be returned at or before the expiry of the term of hire; or
- 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. The termination of the hiring under this agreement shall be without prejudice to the other rights of the Rental Company under this agreement.

37. 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 clauses above apply.

### **The Rental Company liability to the Hirer**

38. 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 is intended to limit the application of the Consumer Guarantees Act 1993.

39. 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**

40. The Rental Company may assist the Hirer with installation of a child restraint. However, the Rental Company will not be liable for any loss or damage incurred by the Hirer in relation to child restraints. It is the legal responsibility of the child's parent or guardian to ensure that any child is properly restrained.

41. 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**

42. 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.

### **Personal property registration**

43. The Hirer acknowledges and agrees that the Rental Company may register at any time details of the hire (including details of the Hirer) contemplated by this agreement on the New Zealand Personal Property Securities Register and the Hirer waives his/her right to receive any verification statement relating to such registration.

### **Recommendation**

44. 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 nearby to rest, before picking up the Vehicle.

### **Litigation**

The present general conditions are subject to French law. Any litigation arising from the execution, interpretation, or use of the rental contract will be brought before the court of jurisdiction where CampingCar-Online is located.