

# General Conditions Motorhome Kiwi Explorer

For travel from 01/04/2020

To 31/03/2021

## RENTAL CENTER HOURS AND GENERAL RENTAL CONDITIONS

Please pay close attention to the time of departure and arrival of your flights.

**Pick-up/Drop-off:** Pick-ups and drop-offs can be made from Monday through Sunday between 8:00 and 16:00.

On the following holidays, pick-up and drop-off are possible with an additional fee of 100NZ\$: April 10th 2020 (Good Friday), April 13th 2020 (Easter Monday), April 25th 2020 (ANZAC Day), June 1st 2020 (Queen's Birthday), October 26th 2020 (Labour Day), December 26th 2020 (Boxing Day), January 1st 2021 (New Year's Day), January 2nd 2021 (Day after New Year's Day), February 6th 2021 (Waitangi day).

**Rental Center Hours:** From Monday through Sunday between 8:00 and 16:30, closed on December 25th.

### Minimum Rental Period:

- Minimum rental period is 5 days.
- Minimum rental period is 10 days for hires where travel dates include 20 December to 10 January.
- Minimum rental period is 10 days when a vehicle is being collected from the North Island and is being returned to the South Island if the rental commences between the months of October through to March.

The day of pick-up and the day of drop-off are included in the total. In the case of successive rentals where the drop-off and pick-up are on the same day, the day is counted twice.

**Driving Age and Permit:** 21 with a normal driver's license held for at least 1 year. International permit or official English translation required, in addition to national permit, if it is not in English.

**Credit/Debit Card Deposit**  
depends on level of insurance

**Base Insurance:** Debited and returned on the day of drop-off: NZ\$7,500 (NZ\$5,000 for Hitop and Voyager models).

**Value Package and deductible eliminator:** Authorized hold on card.

## EVEN MORE ABOUT KIWI MODELS...

**Fleet.** A wide range, we've got a campervan to suit all budgets and travel styles. From smaller 2-3 berth campers perfect for couples to larger 4-6 berth campervans perfect for the whole family.

Daily vehicle hire rates include **unlimited kilometres**, **airport transfers** to the airports upon vehicle collection and return.

All campervans are fully equipped with **linen** and **bedding**, and **kitchen** and **general equipment**, in camper **tablet** with GPS, **24/7 assistance** and more.

### D DAY...

Vehicles can be collected from Monday to Sunday between 8:00 and 16:00. Pick-ups are available on most holidays (except on December 25th) with an additional fee of 100NZ\$.

Guests should allow 1 hour to complete the paperwork and demonstration process.

### ...AND THE LAST DAY

Vehicles can be returned from Monday to Sunday between 8:00 and 16:00. Drop-offs are available on most holidays (except on December 25th) with an additional fee of 100NZ\$.

Guests should allow 1 hour to complete the paperwork and verification process.

You agree to return vehicle in the same condition as it was received (excluding normal wear and tear): clean, with full tanks of carburant and gas 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

## **FLEX RATES**

All daily rates are in New Zealand dollars.

All daily vehicle rates are commissionable.

Rental days are charged per calendar day. When calculating the number of days a vehicle is rented, the day of pick-up is counted as day one of the rental. The day of the vehicle's return is counted as the final day of the rental. Vehicles are required to be collected and returned with business hours.

All rates and conditions are subject to change without prior notification.

'Flex rates' determine the daily vehicle rate. Flex rates are updated a minimum of once a week. Quotes expire 96 hours after issue.

The flex rate is determined by the date of pick-up, location and date of booking for the rental up to 7 days. After every 7 days the flex rate resets to the rate applicable on that day (i.e. 8th, 15th, 22nd day of hire etc).

Amendments prior to the vehicle collection date will be re-calculated at the flex rate applicable on the date of amendment. This applies to changing the hirer name, vehicle type, reducing the number of rental days, changing pick-up dates and/or changing the pick-up or drop-off location. Where the number of rental days is being extended prior to the vehicle collection date (days are being added on at the end of the rental with no change to the original pick up date), the original flex rate, which applied at the time of the original booking, will apply.

## **VEHICLE LIABILITY AND LIABILITY REDUCTION OPTION**

New Zealand's statutory, no-fault Accident Compensation scheme covers everyone in New Zealand injured in an accident. Accordingly, the Lessor does not accept any liability for personal injuries sustained during the rental. Except where such loss or damage is caused by the Lessor's (or that of its employees) own negligence or breach of the Rental Agreement Terms and Conditions, the Lessor 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 Lessor strongly recommend that all people travelling in New Zealand take out personal travel insurance to cover injury or loss.

### Liability

Unless the customer has purchased the Liability Reduction Option, The Bundle (in conjunction with the Liability Reduction Option) or the Inclusive Pack, they must pay for the first NZ\$5,000 (for the HiTop and Voyager) or \$7,500 (for all other campervans) worth of damage per claim where they are at fault (Exclusions apply). This is applicable regardless if the hirer has purchased private travel insurance.

Where the customer has purchased the Liability Reduction Option, The Bundle (in conjunction with the Liability Reduction Option) or the Inclusive Pack, their liability for damage will be zero. However, the customer will be responsible for the total costs of any damage, and the Liability Reduction Option, The Bundle and the Inclusive Pack (if taken) will be void if:

- a) the customer breaches any of the Rental Agreement Terms and Conditions terms and that breach is the cause of or contributes to the relevant damage.
- b) the damage is covered by any of the exclusions in the Exclusions section set out below.

Damage includes any and all damage to third party property, and any and all damage to the rented Vehicle including windscreens, tyres, towing and recovery costs, theft, fire, break in or vandalism. The costs of any damage will include the cost of repairing the damage, and, where the damage is the customer's fault, the cost of the daily rental rate for the period the Vehicle is being repaired. A processing fee of NZ\$60 and associated damage assessment fees is applicable per claim.

Any amounts payable must be paid at the time the vehicle is returned to a rental center, or by the due date set out in an invoice issued by the Lessor.

**MIGHTY STRONGLY RECOMMENDS THAT OUR CUSTOMERS TAKE THE BUNDLE (IN CONJUNCTION WITH THE LIABILITY REDUCTION OPTION) OR INCLUSIVE PACK.**

### Exclusions

The Liability Reduction Option, The Bundle (in conjunction with the Liability Reduction Option) or the Inclusive Pack will not apply and the customer is responsible for all costs arising out of, or incurred in connection with:

1. Any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle) or driving under the influence of alcohol or drugs, or negligence.
2. Any loss or damage to personal belongings or property of the customer (or any person or entity related to the customer), except where such loss or damage is caused by the Lessors (or that of its employees) own negligence or breach of the Rental Agreement Terms and Conditions. The Lessor recommends the customer does not leave valuables in the vehicle and that they take out personal travel insurance.
3. Any damage where the customer is charged by local authorities for being careless, showing gross negligence or wilfulness in failing to abide by the local road rules.
4. Retrieving or recovering a vehicle, which may include, but is not limited to a vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned, in each case in circumstances within the control of the customer.
5. Replacing keys, which have been lost or stolen, or retrieval of keys which have been locked in a vehicle.
6. Overhead and underbody damage to the vehicle however caused, except where Liability Reduction Option or the Inclusive Pack has been purchased.
7. Any single vehicle rollover except where The Bundle (in conjunction with the Liability Reduction Option) or the the Inclusive Pack has been purchased.
8. Damage caused to the vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual. Vehicles are not to be used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.
9. Damage caused by drivers not identified on the rental agreement and/or drivers whose licence has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence.
10. Any damage caused to the vehicle due to the incorrect use of snow chains.

11. Any damage associated with the incorrect use of fuel (fuel being diesel or petrol), which includes Biofuel which should not be used, or water or other contamination of fuel.

## **CONDITIONS**

### Rental Duration

- Minimum and maximum rental periods apply and are subject to change.
- Late pick-up or early return of vehicle does not entitle the customer to any refund of the unused portion of the rental.
- If a customer wishes to extend the rental whilst on hire, they must first obtain authorisation from the Lessor. This is subject to availability. The extra cost of an extended rental must be paid by credit or debit card on confirmation of the rental extension. Failure to obtain authorisation will result in a daily fee of NZ\$150 in addition to the daily rate (plus Liability Reduction Option, The Bundle or the Inclusive Pack charges) for each day until the vehicle is returned. The daily rental rate charge will be the rate applicable on the day of extension (which may differ from the original rate booked) per vehicle for the extended period.

### Operating Hours

The Lessor's branches are open daily from 0800 to 1630 hours, 7 days a week with the exception of Christmas Day (25 December) when all branches are closed.

The Lessor requests that clients collecting or returning their vehicle to be in the office by 1600 hours.

### Multiple Rentals

Should a customer have more than one consecutive rental they can be combined to qualify for longer-term hire discounts off the daily vehicle rates.

### Road Restrictions

Campervans can only be driven on sealed/bitumen or well-maintained roads. Vehicles shall not be driven on:

- Skippers Road (Queenstown)
- Crown Range Road (Queenstown)
- Ball Hut Road (Mt. Cook)
- Ninety Mile Beach (Northland)
- North of Colville Township (Coromandel Peninsula)
- All ski field access roads (from 01 June to 31 October)

The Lessor reserves the right, acting reasonably, to restrict vehicle movements in certain areas due to adverse road or weather conditions.

The customer acknowledges and agrees to pay to the Lessor a fee of NZ\$300 on each occasion that it is identified by the Lessor that a customer has taken a vehicle on an unsealed road or a restricted road.

### Licence and Age Restrictions

A current and full motor vehicle driver's licence is required and must be produced upon vehicle collection. Should a foreign licence be in a language other than English it must be accompanied by a current international driving permit issued in the same country as the driver's licence was issued. An accredited English translation will be accepted in lieu of an international driving permit. Drivers must be 21 years of age or over.

### Change of Drop Off Location

If the customer wishes to change the drop-off destination, they must first obtain authorisation from the Lessor. Subject to the change being approved, an additional charge of up to \$750 may apply.

### Change of Vehicle

Should the vehicle booked be unavailable, the Lessor reserves the right to substitute an alternative vehicle without prior notification and at no extra cost.

This shall not constitute a breach of contract and does not entitle the hirer to a refund.

### Voluntary Downgrade

Should the hirer decide to take a lesser vehicle than booked they will not be entitled to any refund.

Note: the Lessor reserves the right to refuse any rental at its discretion.

### Vehicle Age

All vehicles are up to a maximum of 5 years of age from their on fleet date.

### Transfers

the Lessor provides free airport to branch and branch to airport transfers on the day of arrival and departure for his Auckland, Christchurch and Queenstown Branches.

### Toll and Traffic Notices and Administration Fees

The Lessor reserves the right to charge the customer for any speeding, toll way, parking or freedom camping fines. In addition to the costs associated per fine, an administration fee of \$60 may be applicable.

Should a customer not observe all applicable road rules and other legal requirements in relation to driving in New Zealand and exceeds the lower of:

- (i) the posted speed limit; or
  - (ii) the maximum speed which the vehicle is permitted to travel by law,
- by more than 5km/h for a continuous duration of longer than 10 minutes, as determined by and notified to the customer through the Telematics System, and the customer receives 3 or more such notifications, the customer acknowledges and agrees that the Lessor may impose a NZ\$300 fee on the customer to cover the administrative

costs involved in monitoring excessive speed and the cost of wear and damage to the vehicle as a result of excessive speed.

#### Credit and Debit Card Payments

Where a credit or debit card is presented as payment, the credit or debit card holder will be jointly and severally liable as a customer.

The following credit or debit cards will be accepted: Visa credit or Visa debit card, MasterCard credit or MasterCard debit card and American Express credit card. A non-refundable 3.1% administration fee will apply to all Visa and MasterCard transactions. A non-refundable 4.6% for American Express transactions. Credit card administration fees are subject to change.

#### Credit Card Authority

The Customer authorises the Lessor to retain the details of their credit or debit card and to take any action to recover from the credit or debit card the amounts due by the customer pursuant to the Rental Agreement Terms and Conditions. These charges including, but not limited to, vehicle cleaning (this includes toilet and waste water tank emptying), speeding, toll way, parking or freedom camping fines, on road assistance, delivery and return of vehicle, late drop off fees, failure to return the vehicle with full diesel or petrol tanks or full LPG bottle (pre-paid fuel and pre-paid gas included in the Express Return Pack), rental extensions or Exclusions. For security purposes, only the customer's Visa credit or Visa debit card, MasterCard credit or debit card or American Express credit card can be used for the Credit Card Authority.

#### Exchange Rate / Currency Variations

All credit and debit card transactions are conducted in New Zealand dollars. If a refund is due, the Lessor will credit the amount due in full to the Customer's credit or debit card. The Lessor does not accept any liability for credit or debit card fees or bank-imposed fees relating to currency conversion or foreign transactions, which may appear as a variation between the total debited and the total refunded.

#### Booking Amendments

All amendments to bookings are subject to availability of the vehicle and/or package. Different rates may apply based on the amendment made.

Amendments prior to the vehicle collection date will be re-calculated at the flex rate applicable on the date of amendment. This applies to changing the hirer name, vehicle type, reducing the number of rental days, changing pick-up dates and/or changing the pick-up or drop-off location. Where the number of rental days is being extended prior to the vehicle collection date (days are being added on at the end of the rental with no change to the original pick up date), the original flex rate, which applied at the time of the original booking, will apply.

#### Cancellation Policy

If the customer changes the travel dates of their booking and subsequently cancels:

- the cancellation fee applying to the original cancellation period will apply where the customer has postponed their travel dates; and
- the cancellation fee applying to the new cancellation period will apply where the customer has brought forward their travel dates.

The cancellation fees are:

- If cancelled more than 95 days prior to pick-up: No Fee
- If cancelled from 95 to 25 days prior to pick-up: 10% of Rental
- If cancelled from 24 to 10 days prior to pick-up: 20% of Rental
- If cancelled 9 to 4 days prior to pick-up: 50% of Rental
- If cancelled less than 4 days prior to pick up or No-Show :100% of Rental

If vehicle is returned early there is no refund available for the unused days.

The cancellation fee period is based on New Zealand Standard time.

#### Calculation Errors

The Lessor will not honour calculation errors. Should a calculation error occur the Lessor will charge for the shortfall.

#### Branches

AUCKLAND  
CHRISTCHURCH  
QUEENSTOWN

#### On-Road Assistance

Any problems associated with the vehicle, including equipment failure, must be reported to the Lessor as soon as possible and within 24 hours in order to give the Lessor the opportunity to rectify the problem during the rental. Failure to do so may impact any claims for compensation.

#### Disclaimer

Illustrations and text in any of our documentation, brochures or website are subject to change. Images are a representation only of the vehicle depicted.

Variances in the vehicles offered for rental may occur due to substitutions made by the Lessor or modifications and/or upgrades to the vehicle design made by the manufacturer.

#### **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.