

# General Conditions Motorhome Kiwi Explorer

For travel from 01/04/2024

To 31/03/2025

## OPENING HOURS AND RENTAL CONDITIONS

Be sure to check the departure or arrival time of your flights

Departures/Returns: Departures and returns are from Monday to Sunday from 8:00 am to 4:00 pm.

### Rental center schedules

Monday to Sunday between 8:00 am and 4:30 pm

All rental centers are closed on Christmas Day (December 25).

### Minimum rental period

- the minimum rental period is 5 days.
- the minimum rental period is 10 days for travel dates between December 20 and January 10.
- the minimum rental period is 10 days when a vehicle is picked up in the North Island and returned to the South Island and if the rental begins between the months of October and March.

The day of departure and the day of return are invoiced. In case of successive rentals with return and departure on the same day, the latter is charged twice.

Minimum age and driver's license: 21 years old with a valid car license for at least 1 year. International license or official translation is required in addition to the national license if it is in a language other than English.

## DEPOSIT BY CREDIT CARD

depends on the level of insurance

### Basic insurance:

- NZ\$5,000 for Hitop and Voyager models
- NZ\$7,500 for other 2WD models

### With the liability reduction option:

- NZ\$2,400 for Hitop and Voyager models
- NZ\$2,650 for other 2WD models

Only Visa or Mastercard credit cards, debit cards and American Express credit cards are accepted.

## EVEN MORE ABOUT KIWI MODELS...

**Fleet.** A wide range, to find a motorhome that suits all budgets and travel styles. From small 2 or 3 seaters, perfect for couples, to large 4 or 6 seaters, perfect for the whole family.

**Equipment and assistance.** All motorhomes are fully equipped with linens and bedding, as well as kitchen and general equipment, a tablet with GPS (except for the Outback 4WD model), 24/7 assistance and more.

## D DAY...

Vehicles can be picked up Monday through Sunday from 8:00 am to 4:00 pm. Pick-ups are available on most of the following holidays with an additional charge of NZ\$115 (except December 25).

Renters should allow approximately 1 hour to complete the paperwork and demo.

## ...AND THE LAST DAY

Vehicle returns are Monday to Sunday from 8:00 am to 4:00 pm. Returns are possible on most of the following holidays with an additional charge of NZ\$115 (except December 25).

Renters should allow approximately 1 hour to complete the return paperwork and check the vehicle.

You agree to return the vehicle in the condition in which it was received (excluding normal wear and tear): clean, with full fuel and gas tanks and empty grey water and waste water tanks. Otherwise, a cleaning and/or waste tank emptying fee may be charged at the time of return of the vehicle.

## GENERAL TERMS AND CONDITIONS

The rental contract itself, regardless of the manner in which the reservation and payment of the rental were executed, brings together the company that owns the fleet, the "lessor", and the person signing the contract, the "hirer". The exchange of the vehicle by the hirer implies the unreserved acceptance of the following general rental conditions.

**Use of the vehicle:** The hirer agrees to use the vehicle in a prudent and normal manner, to use it only for his personal needs, and not to sublet it, nor to transport people for a fee. The driver must take the utmost care of the vehicle's water and oil levels. The renter is not allowed to participate in any match, race, rally or other competition of any kind, as well as test-drives or training. The hirer agrees not to use the vehicle for any illegal purposes or purposes other than those specified by the manufacturer, and not to overload the rented vehicle by carrying more passengers than indicated on the vehicle's registration document. The hirer agrees not to attach a trailer or similar vehicle, not to make any modifications to the vehicle.

## FLEX RATES

All rates are in New Zealand dollars.

All daily vehicle rates are subject to commission.

Rental days are charged per calendar day. For the purpose of calculating the number of days a vehicle is rented, the day of pick up is counted as the first day of the rental. The day of return of the vehicle is counted as the last day of the rental. Vehicles must be picked up and returned during business hours.

All rates and conditions are subject to change without notice.

Flexible rates" determine the daily rate for the vehicle. Flexible rates are updated at least once a week. Quotes expire 96 hours after they are issued.

The flexible rate is determined by the pick-up date, location and reservation date for the rental up to 7 days. Every 7 days, the flexible rate is reset to the rate applicable on that day (i.e., the 8th, 15th, 22nd day of rental, etc.).

Changes made prior to the vehicle pick-up date will be calculated at the flex rate applicable on the date of the change.

This applies to changing the hirer's name, vehicle type, reducing the number of rental days, changing pick-up dates and/or changing the pick-up or drop-off location. When the number of rental days is extended prior to the vehicle pick-up date (days are added at the end of the rental without changing the original pick-up date), the original flexible rate, which applied at the time of the original reservation, will apply.

These rates and conditions do not apply to group rentals (5 or more vehicles traveling together).

## VEHICLE LIABILITY AND REDUCED LIABILITY OPTION

The statutory no-fault accident compensation scheme in New Zealand covers all persons injured in an accident in New Zealand. The lessor accepts no liability for personal injury sustained during the rental. Unless such loss or damage is caused by the lessor's own negligence (or that of its employees) or by a violation of the terms and conditions of the rental agreement, the lessor accepts no liability for any loss or damage to personal property or property of the renter (or any person or entity related to the renter). Hirer is strongly advised to purchase personal travel insurance to cover any injury or loss.

Unless the hirer has purchased the Liability Reduction Option or the Inclusive Package, he must pay the first \$5,000 (for HiTop and Voyager) or \$7,500 (for all other motorhomes) of damages per occurrence where the hirer is at fault (exclusions apply). This provision applies even if the hirer has purchased private travel insurance.

When the hirer has taken out the Liability Reduction Option or the Inclusive Pack, his liability for damages will be zero. However, the hirer will be responsible for the full cost of any damage, and the Liability Reduction Option or Inclusive Pack (if purchased) will be void if:

- a) the hirer violates any of the terms and conditions of the lessor's rental agreement and such violation causes or contributes to the damage in question.
- b) the damage is covered by one of the exclusions in the Exclusions section below.

Damage includes all damage to third party property and all damage to the rented vehicle, including windshields, tires, towing and recovery costs, theft, fire, break-in or vandalism. The cost of any damage includes the cost of repairing the damage and, if the damage is caused by the hirer, the cost of the daily rental rate for the period the vehicle is being repaired. A processing fee of \$60 and a damage assessment fee apply to each claim.

All monies due must be paid at the time the vehicle is returned to a rental agency, or by the due date indicated on an invoice issued by the Rental Agency.

The maximum liability is \$20,000,000, sub-limits may apply. Please note that the maximum liability amount may change during the year for which these terms apply.

THE LESSOR STRONGLY RECOMMENDS THAT RENTERS TAKE THE INCLUSIVE PACKAGE.

## Security deposit

If the Liability Reduction Option or Inclusive Pack is not taken, the hirer must pay the liability deposit. The liability deposit is \$5,000 for HiTop and Voyager models, \$7,500 for all other two-wheel drive vehicles and applies regardless of whether the hirer has purchased private travel insurance.

The hirer must provide a valid credit or debit card to pay the security deposit and the amount will be charged to the credit or debit card on the day of vehicle pick-up. The credit or debit card holder must be present and able to sign the

security deposit at the time of vehicle pick-up. The credit or debit card holder is jointly and severally liable for any damage to the rental vehicle. Any type of prepaid travel card is not acceptable as a means of providing a security deposit.

The security deposit is subject to a credit card processing fee of 2.7% in addition to the security deposit amount when the card used is a Visa or MasterCard credit or debit card, or 5.2% when the credit card used is American Express. Credit card administration fees are subject to change.

**Only a Visa credit or debit card, MasterCard credit or debit card or American Express credit card may be used for the security deposit.**

### Exclusions

The Liability Reduction Option or Inclusive Pack does not apply and the hirer is responsible for all costs arising from or incurred in connection with:

- a) Any use of the vehicle prohibited by the rental agreement.
- b) Any damage caused by willful misconduct (e.g., sitting or standing on the hood or roof of the vehicle) and driving under the influence of alcohol, drugs or negligence.
- c) Any loss or damage to the personal effects or property of the hirer (or any person or entity related to the hirer), unless such loss or damage is caused by the negligence of the lessor (or its employees) or by a breach of the lessor's Terms and Conditions. The hirer is advised not to leave any valuables in the vehicle and to take out personal travel insurance.
- d) Any damage for which the hirer is charged by local authorities with recklessness, gross negligence or willful disregard of local traffic laws resulting in damage to the rented vehicle or the vehicle/ property of a third party.
- e) Recovery or towing of a vehicle, which may include, but is not limited to, a vehicle that has become stuck, submerged, caught, pinned or restricted in any way and/or has been abandoned.
- f) Replacement of lost or stolen keys, or recovery of keys locked in a vehicle.
- g) Any damage to the roof and underside of the two-wheel drive vehicle, regardless of cause, unless the Liability Reduction Option or Inclusive Pack has been purchased.
- h) Any rollover of a single vehicle, unless Inclusive Package has been purchased.
- i) Any damage to the vehicle caused by a total load (kg) in excess of the recommended load in the vehicle manual. Vehicles shall not be used for the transportation of goods other than those reasonably expected to be carried on a leisure rental.
- j) Any damage caused by drivers not identified on the rental agreement and/or drivers whose license has been canceled or suspended and/or drivers whose license is considered a learner's permit or probationary license.
- k) Damage to the vehicle caused by the improper use of snow chains.
- l) Any damage caused by the improper use of fuel (diesel or gasoline), including biofuel that should not be used, or by the presence of water or any other contamination of the fuel.
- m) Any water-related damage, including, but not limited to, vehicle submersion, contact with salt water, crossing streams or rivers, driving in flooded areas and driving on the beach.
- n) Any damage to the vehicle caused by the hirer's cat or dog.

## **CONDITIONS**

### Duration of the rental

- Minimum and maximum rental periods apply and are subject to change.
- Late pick-up or early drop-off of the vehicle does not entitle the renter to a refund of the unused portion of the rental.
- If a hirer wishes to extend the rental period, he/she must first obtain permission from the lessor. The extension of the rental is subject to the availability of the vehicle. The cost of a rental extension must be paid by credit or debit card over the phone when the rental extension is confirmed. If authorization is not obtained, a daily fee of \$150 will be added to the daily rate (plus the liability reduction or Inclusive Package fee) for each day until the vehicle is returned. The daily rental fee will be the rate applicable on the day of the extension (which may be different from the original rate reserved) per vehicle for the extended period.

### Multiple Rentals

If a hirer has more than one consecutive rental, they can be combined to receive discounts on daily rates for long-term rentals (within a 3-month period). For vehicles that are picked up and dropped off on the same day, the cheapest rental day will be free. This also applies to the Liability Reduction Option or the Inclusive Package, if applicable.

If multiple rentals occur in the same country and the total number of days exceeds 50 days, only the maximum rate applicable to the Liability Reduction Option or Inclusive Package applies. If a vehicle rental is combined with another vehicle rental of the same make that has a more expensive liability reduction option or Inclusive Package, the maximum cost of the more expensive liability reduction option or Inclusive Package applies.

In the event that a vehicle rental is combined for different brands, and they have the Inclusive Package, the Inclusive Package cannot be combined to apply a maximum rate, but the vehicle rate may have a longer term discount if applicable. However, the vehicle rate may be subject to a longer term discount if applicable.

### One-Way Rentals

A per-rental surcharge applies, based on pick-up and drop-off location. A minimum rental period also applies.

### Road Restrictions

Vehicles may only be driven on paved/bituminous or well-maintained roads. The only exceptions to this rule are well-maintained access roads of less than twelve kilometers leading to recognized campgrounds and major tourist attractions. If a renter wishes to use an unpaved road longer than twelve kilometers to access a recognized campground, special permission may be granted based on road conditions, weather and distance. Please contact your local representative to discuss.

Vehicles must not be driven on :

- Skippers Road (Queenstown)
- Ball Hut Road (Mt. Cook)

- North of Colville Township (Coromandel Peninsula)
- Crown Range Road (Queenstown)
- Ninety Mile Beach (Northland)
- All ski access roads (June 1 to October 31)

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

If a hirer violates the road restriction rules by operating a vehicle on a restricted road, the hirer may be charged a \$300 fee each time the hirer is identified by the lessor.

#### Driver's license and age restrictions

A full, valid driver's license is required and must be presented at the time of vehicle pick-up. If a foreign license is in a language other than English, it must be accompanied by a valid international driver's license issued in the same country as the driver's license was issued. An accredited English translation will be accepted in lieu of the International Driving Permit. Drivers must be 21 years of age or older.

A surcharge of \$2.50 on the daily rate applies for any additional drivers on the rental.

#### Change of drop-off location

If the hirer wishes to change the drop-off location of the vehicle, the lessee must first obtain approval from the lessor. Subject to the change being approved, an additional fee of up to \$750 may be applied.

#### Vehicle Change

If the reserved vehicle is not available, the lessor reserves the right to replace the vehicle with another one without prior notification and at no additional charge. This does not constitute a breach of contract and does not entitle you to a refund.

#### Voluntary downgrading

If the hirer decides to take a vehicle that is less expensive than the one he/she has reserved, he/she will not be entitled to any refund.

Note: The lessor reserves the right to refuse any rental at its sole discretion.

#### Age of vehicle

All of the lessor's vehicles are up to 5 years old since new.

#### Transfers

The lessor offers transfers from the airport to the rental center and from the rental center to the airport on the day of arrival and departure for the Auckland, Christchurch and Queenstown branches.

#### Toll and Traffic Notices and Administration Fees

The lessor reserves the right to charge the hirer for any speeding, toll, parking or wilderness camping fines. In addition to the costs associated with each fine, an administrative fee of AU\$60 may be applied.

If a hirer fails to comply with all applicable road rules and other legal requirements for driving in New Zealand and exceeds the lower of:

- (i) the posted speed limit; or
- (ii) the maximum speed permitted by law for the vehicle by more than 5km/h for a continuous period of more than 10 minutes, as determined and notified to the lessor via the telematics system, and the hirer receives 3 or more notifications; the hirer acknowledges and agrees that he may be charged a fee of \$300 by the lessor to cover the administrative costs of monitoring the excessive speed and the cost of wear and tear and damage to the vehicle caused by the excessive speed.

#### Pets

Up to two cats or dogs may be transported in the vehicle. A fee of \$299 applies to each rental. Traveling pets must be registered, flea treated and controllable. Upon pick-up and drop-off, hirers must ensure that their pet is on a leash and supervised by an adult outside the agency. Pets must be clean and dry before entering the vehicle. While driving, pets must be tied to the back of the vehicle to avoid distracting the driver. The lessor reserves the right to charge the hirer a cleaning fee of \$299 for any soiling of the vehicle due to an animal.

#### Payments by credit and debit card

When a credit or debit card is presented as a means of payment, the credit or debit card holder is jointly and severally liable as a customer.

The following credit or debit cards are accepted: Visa (credit or debit), MasterCard (credit or debit) and American Express (credit). A non-refundable 2.7% administration fee applies to all Visa and MasterCard transactions. A 5.2% non-refundable administration fee applies to American Express card transactions. Credit card administration fees are subject to change.

#### Credit Card Administration

The hirer authorizes the lessor to retain the renter's credit or debit card information and to take any action to collect from the credit or debit card the amounts owed by the hirer in accordance with the terms and conditions of the rental agreement. These charges include, but are not limited to, vehicle cleaning (including emptying of toilets and waste water tank), fines for speeding, tolls, parking or illegal camping, roadside assistance, vehicle delivery and return, late return charges, failure to return the vehicle with full diesel or gasoline tanks or full LPG cylinder, rental extensions or exclusions. For security reasons, only the hirer's Visa credit or debit card, MasterCard credit or debit card or American Express credit card may be used by the Credit Card Authority. Credit or debit cards must be valid for 90 days after the

rental end date.

#### Exchange Rates/Currency Fluctuations

All credit and debit card transactions are made in New Zealand dollars. If a refund is due, the lessor will credit the full amount due to the customer's credit or debit card. The lessor accepts no responsibility for credit or debit card fees or bank charges for currency conversion or foreign transactions, which may appear as a variation between the total charged and the total refunded.

#### Changes to reservations

All reservation changes are subject to vehicle and/or package availability. Different rates may apply depending on the change made.

Changes made prior to the vehicle pick-up date will be charged at the flexible rate applicable on the date of the change. This applies to changing the hirer's name, vehicle type, reducing the number of rental days, changing the pick-up dates and/or changing the pick-up or drop-off location. When the number of rental days is extended prior to the vehicle pick-up date (days are added at the end of the rental without changing the original pick-up date), the rate applicable at the time of reservation applies.

#### Cancellation Policy

If the hirer changes travel dates and then cancels the reservation:

- the cancellation fee applying to the original cancellation period applies when the hirer has rescheduled their travel dates; and
- the cancellation fee for the new cancellation period applies when the hirer has advanced their travel dates.

The following cancellation fees apply:

- In case of cancellation more than 65 days before the pick-up date: no fee
- For cancellations between 65 and 25 days prior to pick-up: 10% of the rental amount
- In case of cancellation between 24 and 10 days before the pick-up date: 20% of the rental amount
- In case of cancellation 9 to 5 days before the pick-up date: 50% of the rental amount
- In case of cancellation less than 3 days before pick-up or no-show: 100% of the rental fee

If the vehicle is returned earlier, there is no refund for the unused days.

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

#### Miscalculations

The lessor will not honor miscalculations. If a miscalculation occurs, the lessor will charge for the loss of profit.

#### Roadside Assistance

Any problem with the vehicle, including equipment failure, must be reported to the lessor as soon as possible and within 24 hours to give the lessor the opportunity to rectify the problem during the rental. Failure to do so may affect claims.

#### Opening hours and availability of vehicles

The rental centers are open from Monday to Sunday between 8:00 am. and 4:30 pm., with the exception of Christmas Day (December 25) when all agencies will be completely closed.

The lessor asks that hirers who pick up or return their vehicle be present before 4:00 pm.

#### Disclaimer of Liability

Illustrations and text in documents, brochures and websites are subject to change. The images are only a representation of the vehicle shown.

Differences in the vehicles offered for rent may occur due to substitutions made by the lessor or modifications and/or improvements made to the vehicle design by the manufacturer.

#### **DISPUTE**

The provider reserves the right to change the vehicle for another appropriate to the number of occupants. This does not constitute a breach of contract and does not authorize the hirer to claim any compensation. The photos are not contractual and the choice of vehicles is made by category and not by model.

The present general conditions are subject to French law. Any dispute arising from the execution, interpretation or application of the travel contract shall be brought before the competent court in the place of the registered office of the company CampingCar online.