

# General Conditions Motorhome Haka Camper

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.

**Rental Center Hours:** From Monday through Sunday between 8:00 and 16:30.

Branches are closed on public holidays including Good Friday (10 April 2020), Christmas Day (25 December), New Year's Day (1 January).

### Minimum Rental Period:

Minimum rental period is 5 days.

A minimum 10 day booking applies during peak periods, for pick-ups between October 1st and March 31st, between December 18th and January 2nd and between February 5th and 15th.

**Driving Age and Permit:** 21 with a normal driver's license held for at least 2 years. 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 within 15 days after drop-off:

- NZ\$5,000 for Hitop, Vivid and Endeavour models;

- NZ\$7,500 for other models.

**Middle Road insurance:** Debited and returned within 15 days after drop-off: NZ\$2,500.

**High Road insurance:** NZ\$250 by imprint, authorized hold on card.

## EVEN MORE ABOUT HAKA MODELS...

Daily vehicle hire rates include **unlimited kilometres**, **airport transfers** to and from the airports upon vehicle collection and return, **additional drivers** fees (up to 3 drivers), **24/7 assistance**.

All campervans are fully equipped with **bedding**, **cooking equipment**, **eating utensils**, **towels**, **dishcloths**, **motorhome accessories** including dustpan/brush, fire extinguisher, bucket/hose, water connecting equipment, and broom, **Camp Ground Guide**, and more.

### D DAY...

Vehicles can be collected from Monday to Sunday between 8:00 and 16:00. Branches are closed on public holidays including Good Friday (10 April 2020), Christmas Day (25 December), New Year's Day (1 January).

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. Branches are closed on public holidays including Good Friday (10 April 2020), Christmas Day (25 December 2020), New Year's Day (1 January 2021).

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

### Driver Licence and Minimum Age

For the safety of our guests a current and full motor vehicle driver licence is required to be shown at pick-up and the driver needs to be present. If the driver licence is not in English then we require an accredited English translation or an International Driver Permit.

Drivers must be over the age of 21, have held a licence for at least two years and the licence must be valid for the entire booking duration.

### **Road User Charge Recovery Fee**

The cost of using New Zealand's roads is recovered from road users via levies in the price of some fuels or through road user charges (RUC). The Road User Charge Recovery Fee will be calculated and collected on return of the RV based on the kilometres travelled during the hire. The fee per 100km is as follows:

Vivid Camper and 2 Berth S/T: \$7.22 4 Berth and 6 Berth: \$7.62

We reserve the right to amend the Road User Charge Recovery Fee upon Government intervention.

### **Booking Alterations**

We understand that sometimes plans change. If this is the case, any changes made to a booking will be calculated by using the higher one of two rates, either the original Flex Rate or the Flex Rate current at the time of booking alteration.

The following are considered as a booking alteration:

Change of name Change to pick-up or drop-off dates Change pick-up or drop-off branch location Change of RV category Change of rate scheme including special rates

If the rate scheme or RV category is changed, this is considered a new booking and cancellation fees may apply to the original booking.

If there are any last-minute alternations made within 14 days of pick-up, we will be happy to accommodate these depending on availability. However due to the short notice if the holiday is shortened the number of days originally booked will be charged.

If the pick-up or drop-off location is altered within 14 days of pick up, a change of location fee may also apply.

#### Change to the Drop-Off Location after Pick-Up:

If the guest changes their drop-off destination after pick-up, they should get in touch with the Lessor, who will advise guests if the change is possible and the applicable fee.

#### Extending a Road Trip:

If the guest is having too much fun and wants to extend their booking whilst on the road, they should first contact the Reservations team who will be happy to advise if the extension is possible, and the associated costs. To secure an extension, the extra costs (calculated on the current rate of the day), will need to be paid by credit card inclusive of all taxes and surcharges, either over the phone or at a rental center at the time of extension. Any long-term or early bird discounts in place will continue to apply to the booking.

We will always do our best to accommodate any extensions however it is subject to vehicle availability.

#### Change of RV:

The Lessor understands guests' needs are different and therefore his RVs can be requested by category, however not by make or model.

He always does his best to accommodate requests, however should the RV booked be unavailable due to unforeseen circumstances, he will substitute the booked RV with an alternative available RV at time of pick-up, at no extra cost. Any changes made to the booked RV and agreed to by the guest do not entitle the guest to a refund.

In the event of no alternative RV being available for the guest, the Lessor's liability is limited to a refund of the hire charge or in the case of mechanical failure (unless caused by the guest), the remainder of the hire period.

### **Getting To and From the Airport**

Branches are conveniently located near major airports, making pick-up and drop-off easy for our guests.

The Lessor offers transfers free of charge with the Yellow Bus transfer service between Auckland Airport to his Auckland Branch.

Guests will need to show their printed confirmation of their reservation to the driver. Bookings are not needed.

Free Christchurch transfers are with a bus service which guests need to call the branch on arrival to arrange pick up once they have cleared customs.

### **Specific hours for pick-up and drop-off**

In both rental centers in Auckland and Christchurch pick-ups and drop-offs are available between 8am and 4pm, 7 days a week.

Branches are closed on public holidays including April 10th 2020 (Good Friday), December 25 (Christmas Day) and January 1st (New Year's Day).

### **RV Introduction and Show Through**

On pick-up, the Lessor's staff provide a thorough RV show through with all the necessary information guests need to know about the interior and exterior features of their RV. This ensures guests are comfortable and confident with their RV before they start their road trip.

To ensure guests have a thorough RV show through before starting their adventure, they will need to pick up their RV

from the branch by 4pm.

### **Ferry Reservations**

Ferry travel is required for guests moving between NZ's North and South Islands (and vice versa). Ferry reservations can be difficult to manage during high season. We recommend that a reservation is made for a 7.7m RV on the ferry, irrespective as to the size of the motorhome reserved, to avoid complications due to possible upgrades.

### **Booking Duration**

An RV holiday allows guests to travel at their own pace. To ensure the guests get the most of their road trip a minimum five-day booking applies when pick-up and drop-off is from the same branch location.

Higher minimum rental days apply for all brands as follows and are subject to change. A minimum 10 day booking applies for pick-ups between October 1st and March 31st, between December 18th and January 2nd and between February 5th and 15th.

Additional minimum rental periods for other peak periods may apply and will be communicated.

### **One-Way Bookings**

Road trips don't always finish where they start, and some of the best adventures take you far and wide. If a guest drops off at a different branch location from which they picked up, a minimum booking period and \$150.00 one-way fee applies.

### **Travel Restrictions**

Not all RVs are suitable for all driving situations, so it's important the right RV is chosen for the travel planned. The Lessor, at its discretion, may restrict RV travel in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the rental period. If applicable, any further restrictions will be mentioned at pick-up.

For the safety of guests, the following travel restrictions are in place:

All RVs can only be driven on sealed/bitumen roads. The only exception to this is the loose road surface on any major ski field access roads or any recognised campground access road less than 12 kilometres in length. No RV shall be driven on Skippers Road (Queenstown), The Crown Range Road/Cardrona Valley Road (between Arrow Junction to Cardrona), Ninety Mile Beach (Northland), Ball Hut Road (Mt. Cook), Wanaka – Mt Aspiring Road beyond exit to Treble Cone, The Forgotten Highway (State Highway 43 from Taumararui to Stratford), and North of Colville and Waikawau Township (Coromandel Peninsula).

Guests who travel to restricted areas without permission will void all Liability cover in the event of damage or accident, and may be subject to a penalty fee of \$300 charged on each occasion identified.

### **Kilometres**

For your safety please don't underestimate the time it will take to get from one point to another. While our RVs include unlimited kilometres, we recommend travelling a maximum of 300 kilometres per day or the equivalent of 4-5 hours driving. We encourage guests to take a break from driving at least every 2 hours.

### **Returning the RV**

The RV is a home away from home and for comfort, the Lessor recommends it's kept tidy throughout the road trip. The RVs need to be returned to the branch as they were taken, with the interior cleaned and holding tanks emptied. The RV exterior does not require cleaning unless it's covered with excessive dirt or mud, making it difficult for the team to see its return condition.

### **Repairs**

The Lessor understands that while on holiday the RV may require small repairs. To avoid further disruptions to the road trip, if the damage was not caused by the guest, repairs up to \$100 can be completed without authorisation and will be reimbursed. If repairs over \$100 are needed, the Lessor's Assist team should be informed prior to any repair being completed. Unauthorised repairs are not permitted.

All RVs are enrolled in the New Zealand Automobile Association and 24hr mechanical emergency roadside assistance is available if needed.

### **Infringements, Tolls and Fines**

The Lessor will pass on any charges the guest receives for traffic infringements, toll or parking fines during their road trip. No one likes unexpected surprises or additional administration fees, so we'll only pass on to guests the exact amount of the fine or charge received.

### **Animals**

We believe fur friends can only make a road trip better. Service animals and pet dogs are allowed to travel in the vehicles with written permission from the Lessor and the time of booking. There is a \$200.00 pet cleaning fee (excluding service animals).

### **Smoking**

The Lessor's RVs are a smoke free zone; hence smoking is not allowed in any of the Lessor's RVs.

### **Payment at Branches**

For security reasons, the Lessor accepts credit card and debit card for charges paid on RV pick-up and drop-off. The

Lessor does not accept cash at branches. The Bond is payable at pick-up by credit card or debit card and cannot be paid with a pre-paid credit card.

#### Credit Cards

The Lessor accept sVisa, MasterCard, American Express, Diners Club and Union Pay. The following fees apply for the rental and any additional products (irrespective of chosen account e.g. savings, credit, etc.):

Visa debit card /MasterCard debit card: 1.0% Visa credit card/MasterCard credit card: 2.0% Amex/Diners/Union Pay: 2.8%

Fees are subject to change

#### **Travel Insurance**

For peace of mind, we strongly recommend that all guests take out the highest level of private travel insurance.

#### Personal Injury

The RV has Third Party insurance cover and it is likely that any other vehicle involved in an accident also has Third Party insurance.

Depending on the circumstances of an accident, the guest may be entitled to claim for their personal injury against the Third Party insurance of the party responsible for the accident. The extent of such third-party insurance varies in different States and Territories and the Lessor strongly recommends that all passengers take out their own Personal Injury Travel Insurance.

#### Property Damage

The RV is insured for damage to it and damage to the property of a Third Party. However, the guest is responsible up to the amount of the applicable Liability for damage to third party property, or to the RV. The guest is also responsible for the cost of the daily rate for the period the vehicle is being repaired. There is no refund for unused portion of the rental period. The Liability applies to each claim, not RV.

The Liability is applicable regardless of who is at fault and must be paid at the time the accident is reported to the Lessor by telephone on a credit card, not on return of the RV. The Lessor reserves the right to charge the guest for any RV damage including Third Party property damage not reported but identified on return of the RV.

#### Liability Options

For peace of mind on the road the Lessor offers a range of Liability Options for guests. Guests can choose between the following options:

'Low Road' – the most basic level of liability cover. 'Middle Road' to bring that level down. 'High Road' the highest cover option.

The amount payable for each Liability Option is based on the number of days of hire minimum rental period applicable for each RV or total days of the RV booking. The maximum charge for Liability Options is 50 days per rental segment.

Hitop, Endeavour, Vivid

- The Low Road: liability: \$5,000, bond: \$5,000
- The Middle Road: \$38.00 per day, liability: \$2,500, bond: \$2,500
- The High Road: \$45.00 per day, liability: \$0, bond: \$250

All other 2WD RVs

- The Low Road: liability:\$7,500, bond: \$7,500
- The Middle Road: \$38.00 per day, liability: \$2,500, bond: \$2,500
- The High Road: \$45.00 per day, liability: \$0, bond: \$250

#### Bond

The Bond payment will depend on the Liability option chosen. If the guest chooses to take 'The Low Road' or 'The Middle Road' the total Bond will be debited to the credit or debit card immediately.

If the guest chooses to take 'The High Road' the Bond is payable to the Lessor by an open signed credit card imprint with an authorisation for \$250. The credit card holder must be present to sign for the Bond when they pick-up the RV and is liable for any damage to the RV.

The Bond is fully refundable provided terms are met. The RV simply needs to be returned on time and full of fuel and with the toilet cassette and grey water tank emptied to the lessor's branch location booked. Credit card refunds (including Bond refunds) can take up to 14 working days depending on the guest's financial institution.

If there is damage to the RV on its return or any other terms of the rental contract have not been met, the Bond will be used to cover the cost up to the amount of the relevant Liability. If the terms of the Rental Contract are not met and the Bond is not sufficient enough to cover the damage, extra costs will be charged.

#### **Exchange Rate / Currency Variations**

All transactions are conducted in New Zealand dollars. Due to exchange rate fluctuations, there could be some variance in the amount refunded compared to the amount initially charged. Refunds by credit card can take up to 14 working days depending on the guest's financial institution.

#### **Cancellation Terms**

We understand that sometimes road trips may need to be cancelled. In case of cancellation, the below terms apply:

If cancelled more than 95 days prior to pick-up: No fee If cancelled 95 to 25 days prior to pick-up: 10% of Total Rental (minimum \$250) If cancelled 24 to 10 days prior to pick-up: 20% of Total Rental (minimum \$250) If cancelled 9 to 4 days prior to pick-up: 50% of Total Rental (minimum \$3250) If cancelled less than 4 days prior to pick-up, on the day of pick-up or no show: 100% of Total Rental (minimum \$250) There is no refund for late pick-up or early return of RV Original pick-up date or the earliest confirmed pick-up date is used to calculate the cancellation fee. Refunds by credit card can take up to 14 working days depending on the guest's financial institution.

### **Other Things You Need to Know**

The Lessor reserves the right to refuse any rental at his discretion.

While on their road trip guests are responsible for:

Damage caused where the terms of Rental Contract have not been met by the guest (other than when a third-party damage admits fault and provides full contact and licence details). Damage caused by negligence and/or wilful conduct. Damage caused to the RV in any way by part or total water submersion or salt water. It's true, our vehicles can't swim. Damage caused to tyres and windscreen except where 'Value Pack' or 'WAP' has been purchased and applies. Damage caused to the RV when using the RV in contravention of any legislation or regulation controlling vehicular traffic. Damage caused due to a single vehicle roll over except where the 'Value Pack', or 'Single Vehicle Rollover' has been purchased and applies. Damage and associated costs with recovery of a bogged vehicle. Damage or loss caused to any personal belongings. Damage caused due to use of incorrect or contaminated fuel. Damage to the slide out of the RV. Damage to the undercarriage or overhead of the RV except where the 'Value Pack' has been purchased and applies. Damage to the awning or roof top tent of the RV. Our RV's are equipped with a tracking device. The Lessor reserves the right to send warnings to guests that are driving in contradiction to the terms and conditions or traffic rules and regulations. Guests that continuously ignore the warnings may incur in a penalty fee of \$300 charged on each occasion identified.

### **Litigation**

The present general conditions are subject to French law. Any dispute arising from the implementation, interpretation or application of the travel contract will be brought before the competent court of the registered office of CampingCar-Online.