+33 (0) 1 40 71 10 20
From Belgium : 0 800 77 163
From Switzerland : 0 800 56 33 79
Monday to Friday from 9am to 7.30pm
Email : contact@campingcar-online.com
Site : www.campingcar-online.com

General Conditions Van Kiwi HiTop

For travel from 01/04/2025

To 31/03/2026

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 CONDITIONS

1. AGREEMENT

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.

2 REFUSAL OF RENTAL

2.1 thl reserves the right to refuse any rental on reasonable grounds and may refuse to extend any rental at its absolute discretion.

3 VEHICLE CONDITION COLLECTION AND RETURN

3.1 You acknowledge that:
(a) You agree to return the Vehicle without alteration or addition and in the same condition that it was in when it was provided to you, except for ordinary wear and tear (not including windscreen or tyre damage) and subject to the Vehicle Condition Report, together with all tools, tyres, accessories and equipment to the Return Location by the Return Date and Time specified in Customer Contract.
(b) the Vehicle is the sole property of thl;
(c) You inspected the Vehicle before the commencement of the Rental and ascertained that it was in good operating condition and fit for the purpose for which You required it; and
(d) the only existing damage to the Vehicle at the commencement of this Agreement is that detailed on the Vehicle Condition Report. It is essential that all existing damage is noted by You on the Vehicle Condition Report. Subject to clause 3.1(a), any damage which has not been noted on the Vehicle Condition Report will constitute Loss or Damage which has occurred subsequent to the commencement of this Agreement for which You shall be charged.
3.2 thl may take possession of the Vehicle without prior demand to You, and at Your expense, if there has been a Substantial Breach of this Agreement. In such circumstances You irrevocably authorise thl, its employees and agents to enter any property where the Vehicle is situated.
3.3 If the odometer is deliberately broken or otherwise tampered with while the Vehicle is in Your possession, You must pay:
(a) an extra charge based on 500 kilometres per day at NZ$0.55 per kilometre; and
(b) any costs of repairing or replacing the odometer.
3.4 If You fail to return the Vehicle to the Return Location or return the Vehicle to a different location to the Return Location, You must pay for all costs associated with transporting or towing the Vehicle to the Return Location plus a minimum relocation charge in accordance with clause 35.4 of this Agreement.
3.5 If You return the Vehicle after the Return Time without thl's prior written consent, You must pay an additional fee of NZ$150. This late drop-off fee and the additional rental charges will be charged to Your credit or debit card. You will be charged for the late return according to clause 35.5 of this Agreement.
3.6 If You attempt to return the Vehicle to the Return Location after the Return Time and the Return Location is not open for business at the time You return the Vehicle:
(a) the Vehicle will be deemed to have been returned at the time when that Return Location next opens for business;
(b) the rental continues until that time;
(c) You remain fully responsible for the Vehicle, unless other arrangements have been agreed to in writing by thl; and
(d) You will be charged the late fee in accordance with clause 35.5 of this Agreement.
3.7 The Vehicle must be returned with the amount of fuel equal to the commencement of the rental. If the Vehicle is returned with less fuel the difference will be charged in accordance with clause 33 of this Agreement.
3.8 You must only use the fuel type specified by the manufacturer of the Vehicle.
3.9 Use of bio-diesel, ethanol or any organic hybrid fuel is strictly considered the wrong fuel type and constitutes a Substantial Breach of this Agreement. Any Loss or Damage to the Vehicle or any costs associated with the use of the wrong fuel, including contaminated fuel (other than where it is at the fault of a third party and that third parties details have been provided), are at Your sole expense.
3.10 thl must be notified and it must agree to any extension of the rental period beyond that specified in Customer Contract prior to the Return Date for the Vehicle otherwise the Vehicle will be (at thl's discretion) immediately reported to the police as stolen where the Vehicle is not returned to the Return Location by the Return Time.
3.11 Following pick-up of the Vehicle, You should notify thl should You choose to return the Vehicle early. You will not be entitled to a refund of the unused portion of the Rental Period which falls within the first 60 days following giving notice to thl, unless the situation is a result of thl's negligence or wilful act or omission.

4 UNAUTHORISED AND PROHIBITED USE OF VEHICLE

4.1 Only Persons identified in Customer Contract as either the renter or Authorised Driver may drive the Vehicle. Additionally, the following Persons are prohibited from driving or operating the Vehicle (even if he or she is identified in Customer Contract as the renter or Authorised Driver):
(a) anyone who does not have the licence required by law to drive the class of Vehicle hired;
(b) anyone whose blood alcohol concentration exceeds the lawful percentage in New Zealand;
(c) anyone under the influence of or impaired by a drug, intoxicating liquor or substance;
(d) anyone who has given, or for whom You have given, a false name, age, address or driver's licence details;
(e) anyone whose driver's licence has been cancelled or suspended within the last three years;
(f) anyone who is a learner driver, a provisional or probationary licence holder;
(g) anyone under 21 years of age; or
(h) anyone who uses or intends to use the Vehicle for any illegal purpose.

4.2 Use of the Vehicle is prohibited:
(a) in any area where applicable travel restrictions of clause 17 of this Agreement apply unless authorised by thl in writing;
(b) for carrying persons for hire, gain or reward, or to carry any inflammable, explosive or corrosive materials, fuel or generators;
(c) for pushing or towing any Vehicle, trailer, boat or other object unless authorised by thl in writing;
(d) for carrying any greater load and/or more persons than the gross vehicle mass specified in the certificate of loading for the Vehicle and/or for a purpose for which the Vehicle is not designed and constructed;
(e) for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
(f) driving the Vehicle in a dangerous, wilful or reckless manner;
(g) for illicit drug use or carrying illegal substances, product or drug paraphernalia;
(h) for commercial purposes or financial gain;
(i) driving the Vehicle in an unsafe or unroadworthy condition;
(j) for carrying passengers when You or any Authorised Driver are not appropriately licensed; or
(k) for subletting or hiring the Vehicle to any other person.
4.3 You must not operate the Vehicle, or allow it to be operated, in any way in breach of the Land Transport Act 1998, the Land Transport (Road User) Rule 2004, or any other legislation, regulations, rules or bylaws relating or applicable to road traffic and the use of the Vehicle.

5 FINANCIAL OBLIGATIONS

5.1 By entering into this Agreement You are responsible for and agree irrevocably to pay (or procure that any Authorised Driver pays) thl:
(a) the rental charges specified in Customer Contract;
(b) all charges, costs and expenses thl incurs for toll, parking, freedom camping and/or any other traffic fines, infringements or violations relating to, in connection with or arising from the rental period or until such later time as the Vehicle is returned to thl in accordance with the terms of this Agreement and an additional administration fee of up to $35 including GST per charge/ fine / infringement applies to cover the costs of processing; and
(c) all Loss or Damage to the Vehicle arising from the use of the Vehicle by You or any Authorised Driver, except where a third party is at fault and the details of that third party are provided to thl, where:
i. the Vehicle is damaged by any wilful or reckless action;
ii. there is Overhead Damage or damage to the underbody of the Vehicle except where You have purchased a Reduction Option and it applies;
iii. a Single Vehicle Rollover occurs except where You have purchased a Reduction Option and it applies;
iv. the Vehicle is left unlocked or the keys are left in the Vehicle;
v. the keys are not kept securely or under Your personal control;
vi. the keys have been lost, damaged or stolen;
vii. the Vehicle is totally or partially immersed in any water;
viii. there is failure to maintain all fluid, fuel and oil levels of the Vehicle or a failure to immediately rectify or report to thl any defect in the Vehicle of which You become or ought to have become aware;
ix. the wrong fuel type or contaminated fuel was used or where water or AdBlue was put in the fuel tank;
x. fuel or other contaminants such as AdBlue is put in the water tank;
xi. damage caused by falling asleep whilst driving;
xii. the Vehicle is damaged by loading or unloading, normal wear and tear excepted;
xiii. the damage is caused by sitting or standing on the bonnet or roof of the Vehicle;
xiv. the interior of the Vehicle is damaged except when there is a collision with another vehicle;
xv. the tyres of the Vehicle are damaged, other than by normal wear and tear, except where You have purchased thl Additional Cover and it applies;
xvi. the windscreen of the Vehicle is damaged, except where You have purchased an Additional Cover and it applies;
xvii. Loss or Damage is caused to the Vehicle whilst it is being loaded or unloaded on a tow truck;
xviii. Loss or Damage is caused to the Vehicle by the incorrect use of snow chains;
xix. Loss or Damage is caused to the Vehicle by driving with the handbrake on;
xx. costs are incurred for recovering (including towing) the Vehicle if it is bogged;
xxi. costs are incurred with the Vehicle running out of fuel; or
xxii. costs are incurred with losing the fuel, oil or water caps and items in the convenience and/or camping kits.
5.2 You and any Authorised Driver authorise thl to debit, with prior notification (where You have provided a valid email address), the Credit Card provided at the commencement of the rental for any of the charges and for the Loss or Damage to the Vehicle and for which You or Authorised Driver are liable under clause 5.1 of this Agreement.
5.3 thl accepts Visa, MasterCard and American Express. The following fees apply for the rental and any additional products (irrespective of chosen account e.g. savings, credit, etc.): Card Type Surcharge
Visa debit card/MasterCard debit card
3.02%
Visa credit card/MasterCard credit card
3.02%
Amex
5.2%
These fees are subject to change without notice
5.4 Cash will not be accepted under any circumstances.
5.5 If You book through a third party or otherwise direct thl to bill the charges to some other person and such other party fails to make a payment when due, You will immediately pay the full amount due to thl on demand. If any Rental Charges remain unpaid immediately before the start of the Rental Period, thl may refuse to release the Vehicle and cancel the rental.
5.6 Bank transfers will not be accepted as payment for rental charges at the time of pick up. These must be received

by thl at least 21 days prior to commencement of rental.
5.7 In the event that thl receives an infringement notice for any of the offences listed in clause 5.1(b) of this Agreement which are relevant to the Vehicle during the rental period, thl will advise the relevant issuing enforcement authority of Your contact details to enable the enforcement authority to issue the infringement notice and any reminder notice directly to You as soon as practicable.
5.8 If any regulatory or enforcement authority requires further information to enable the enforcement authority to issue the infringement notice and any reminder notice to You, You will actively assist thl and promptly respond to the enforcement authority with any reasonable requests for information.
5.9 If thl is unsuccessful in making reasonable attempts in issuing the infringement notice to You, and thl is required to pay any amount for which You are liable pursuant to clause 5.1(b), You must pay thl that amount.
5.10 With prior notification, You agree and authorise thl to charge the Customer Card for the full amount thl paid in accordance with clause 5.1(b). You acknowledge that this clause is necessary for thl to protect its interests.
5.11 You have the right to challenge, complain about, query or object to any of the alleged offences listed in the infringement notice or any reminder notice to the relevant issuing enforcement authority. You have a right to seek a court hearing within 56 days of the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice.

6 SINGLE VEHICLE ROLLOVERS

6.1 If there is Loss or Damage to the Vehicle or damage to any third party property as a result of a Single Vehicle Rollover, You and any Authorised Driver have no entitlement to the benefit of thl's insurance under clause 24 of this Agreement and You are each responsible for and agree irrevocably to:
(a) pay thl for Loss or Damage to the Vehicle; and
(b) indemnify thl for all third-party loss,
6.2 except to the extent You have purchased Value Pack and it applies.

7 CANCELLATION FEES

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

Cancellation notified more than 35 days before departure: no charge
Cancellation notified between 35 and 12 days before departure: 20% of the invoice amount
Cancellation notified less than 12 days before departure: 50% of the invoice amount
Cancellation on the day of departure or no-show: 100% of the invoice amount
Note: No refund will be issued in case of delayed departure or early return.

Any cancellation request must be submitted exclusively by email and shall be subject to both a delivery receipt and a read receipt.

7.2 There is no refund for late pick-up or early return of RV
7.3 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.

8 CHANGE OF VEHICLE

8.1 If the Vehicle booked is unavailable thl reserves the right to substitute an alternative vehicle of equal or better quality which has the same features as the Vehicle booked. You may choose to accept or refuse the substitution offered at time of pick up. Substitution of the Vehicle will not cause a change in the applicable daily rental rate/s.

9 VOLUNTARY DOWNGRADE

9.1 If You decide to rent a Vehicle of a lesser class than the one booked You are not entitled to a refund.

10 ADJUSTMENT IN RENTAL CHARGES

10.1 In the event that there is an amount due to thl on the completion of the rental (e.g. tolls or traffic infringements), You give Your express consent for thl to charge Your Credit Card with that amount (an additional payment charge may occur when a Credit Card is not present). All amounts payable to thl are subject to subsequent verification and details of any adjustments will be sent to You as soon as practicable.

11 EXCHANGE RATE/CURRENCY FLUCTUATIONS/REFUNDS

11.1 Transactions under this Agreement are conducted in New Zealand Dollars.
11.2 Due to exchange rate fluctuations, in some instances there may be some variance between the amount initially debited against Your Credit Card and the amount refunded at the expiration of the rental period. Any such variation does not entitle You to a refund.
11.3 Refunds by Credit Card can take up to 14 business days depending on the terms and conditions adopted by Your nominated financial institution.

12 CONDITIONAL UPON PAYMENT

12.1 Where applicable, You agree that this Agreement is conditional upon thl being paid by the Travel Agent or Travel Wholesaler (Agent) who arranged this Agreement on Your behalf. You must pay thl any shortfall in the amount paid by You to the Agent and the amount that should have been paid to thl based on the applicable standard gross rental rate in respect of the Vehicle for the rental period.

13 CONDITIONS FOR SPECIFIC LOCATIONS

13.1 An additional remote location fee of NZ$260 applies to all Vehicles being picked up or dropped off in

Queenstown. Only one remote location fee is charged per vehicle. This is in addition to any one-way fee if applicable under clause 14. This fee will be charged at the time of booking except in the case of a change in drop-off destination occurs in accordance with clause 35.3 in which case this fee will be charged at the time that change is made.

14 ONE-WAY RENTALS

14.1 One-way rentals are subject to one-way fees that are additional to any other fees that may apply. The one-way fee will be charged to Your credit or debit card at the time of booking except in the case of a change in drop-off destination in which case the one-way fee will be charged at the time that change is made.
14.2 Where pick up originates from Auckland and returns to Christchurch or Queenstown and pick up is between:
(a) 1 April and 30 September - a one-way fee of NZ$189 applies;
(b) 1 October and 31 March - a one-way fee of NZ$295 applies.
14.3 Where pick up originates from Christchurch or Queenstown and returns to Auckland and pick up is between:
(a) 1 October and 31 March - a one-way fee of NZ$189 applies.
14.4 Where pick up originates from Christchurch and returns to Queenstown and pick up is between:
(a) 1 April and 31 March - a one-way fee of NZ$189 applies.
14.5 Where pick up originates from Queenstown and returns to Christchurch and pick up is between:
(a) 1 October and 31 March - a one-way fee of NZ$89 applies.

15 MINIMUM RENTAL PERIODS

15.1 Minimum rental periods are subject to change.
15.2 thl may apply a minimum rental charge equivalent to the number of hire days in the minimum rental period multiplied by the applicable daily rental rate/s. If You wish to hire a Vehicle for less than the minimum rental period, and thl agrees, a fee equivalent to the difference between the rate for the rental period and the minimum rental charge will apply.

16 EXTRA DRIVER FEES

16.1 An extra driver fee applies for each additional driver's licence added to the rental agreement except where the Value Pack, Platinum Pack or the Extra Driver/Renter ancillary has been purchased and it applies.

17 TRAVEL RESTRICTIONS

17.1 Travel restrictions apply and if Vehicles are driven on restricted roads the act is constituted as a Substantial Breach. These include but are not limited to the following restrictions:
(a) RVs must not be driven on any unsealed roads, except well maintained access roads less than 12 kilometres long to recognised commercial camping grounds and major tourist attractions and loose road surface on any major ski field access roads.
(b) For your safety, RVs cannot be driven on Skippers Road (Queenstown), the Crown Range Road/Cardrona Valley Road, Ninety Mile Beach (Northland), Wanaka – Mt Aspiring Road beyond exit to Treble Cone, Ball Hut Road (Mt. Cook) and North of Colville, Waikawau Township (Coromandel Peninsula) and cannot be driven on all ski field access roads from 01 June to 31 October
17.2 thl reserves the right at its discretion to restrict Vehicle movements in certain areas for any reason including but not limited to adverse road or weather conditions, for the purpose of guest safety. This may include any imminent storm warning or other potential weather-related threats. Any revisions to these restrictions may be notified at the time of rental or by email during the rental.
17.3 In the event of an accident or breakdown in an area outlined above it will be Your full financial responsibility to pay any salvage, towing and/or recovery costs to the nearest thl branch.

18 EVERY 500 KILOMETRES

18.1 The oil, fluids and coolant levels must be checked by You every 500 kilometres. You must report to thl as soon as possible, where the oil is above or below the recommended level or the warning indication light is illuminated. You must add water/coolant to the cooling system and an appropriate New Zealand Institute of Automotive Mechanical Engineers rated oil for petrol or diesel powered vehicles (as applicable) to the engine if the indicator level is below minimum.
18.2 You agree to maintain the Vehicle in these conditions and acknowledge that any mechanical damage occasioned as a result of Your failure to maintain the Vehicle in accordance with this clause must be paid by You.

19 MECHANICAL BREAKDOWNS

19.1 Any mechanical problems associated with the Vehicle must be reported to thl as soon as possible in order to give thl the opportunity to rectify the problem during the rental period. Equipment failure must also be reported to thl.
19.2 If thl is not contacted or You do not allow thl the opportunity to rectify the problem during the rental period You agree that the problem is of such a minor nature that You make no claim for loss of time in respect of the rental period. You also agree that thl is not responsible for any claims made by You after the return of the Vehicle.
19.3 You will be charged a fee equal to the cost of the roadside assistance where it is established that roadside assistance could have been avoided in cases such as keys being locked in the Vehicle, flat batteries caused by lights having been left on and other such similar occurrences and Extended Roadside Assistance has not been purchased.

20 REPAIRS

20.1 Any Repair Event requiring repairs that would cost an amount of up to NZ$100 including GST needs no authorisation from thl and all that is necessary for full reimbursement to You from thl is a proper receipt for the amount of the repairs. If the Repair Event is expected to cost an amount exceeding NZ$100 including GST then You must notify thl and obtain thl's consent before the repairs are carried out.
20.2 If the Vehicle cannot be driven as a result of a breakdown, thl will only reimburse You for the time that the Vehicle was not available for use. Subject to availability, thl will provide a replacement vehicle.
20.3 The failure of accessories such as air-conditioners, awnings, LCD screens, microwaves, stove and grill, water

pump, camping kit items, shower and toilet, refrigerators and radios does not constitute a breakdown and no amount is payable by thl to You.
20.4 thl is not responsible for any accommodation charges, meals, change of itinerary or out of pocket expenses resulting from a breakdown of the Vehicle or as a result of any accident.
20.5 thl is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.
20.6 Note: It can often be difficult to carry out repairs during weekends and holiday periods and/or in remote areas due to limited opening times and/or spare parts.

21 TYRES/WINDSCREEN

21.1 Authorisation must be obtained from thl before tyres or windscreens can be replaced. You are responsible for replacing damaged tyres (for example, but not limited to, blowouts, punctures, sidewall damage, tyre staking etc.) unless caused by normal wear and tear or the actions of a third party where the details of that third party are provided or the actions of thl or where You have purchased an Additional Cover and it applies.
21.2 You must maintain tyre pressures as per the Vehicle manufacturer's manual and You must only purchase new steel radial tyres of the same size and ply rating as are fitted to the Vehicle. If You purchase tyres of a different size or ply rating thl will not refund You for the purchase cost.
22 SEAT BELTS AND CHILD RESTRAINTS
22.1 You must comply with all mandatory seat belt laws and You acknowledge that any driver or passenger who does not have a seat belt properly adjusted and fastened may be fined by the police.
22.2 thl gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the Vehicle and You accept full responsibility for the fitting and suitability of any such restraints fitted.

23 ACCIDENTS

23.1 In the event of an accident You must:
(a) record the Time/Date/Location;
(b) take reasonable steps to record the other parties full names, addresses, vehicle registrations, car types as well as any property damage in circumstances where the accident did not involve another motor vehicle;
(c) take reasonable steps to record the name of the other party's insurance company;
(d) take reasonable steps to not admit liability;
(e) take reasonable steps to notify the nearest police station as soon as practicable;
(f) notify thl by phone or email within 24 hours of the accident.
23.2 In the event of an accident, the towing and retrieval of the Vehicle to the closest thl depot is at Your expense up to the amount of Your Liability Reduction where it applies or for the full amount where it does not apply. There is no refund for monies paid for the unused portion of the rental period unless it is a result of thl's negligence or wilful act or omission.
23.3 In the event of an accident in which there is Loss or Damage to the Vehicle, the availability of a replacement Vehicle is not guaranteed and its provision is subject to availability, Your location, remaining hire duration and whether the accident was the result of a Substantial Breach. Additional charges may be incurred.
23.4 If a replacement Vehicle is required as a result of an accident:
(a) You are responsible for making Your own way to the nearest thl Branch or pickup location at Your own cost unless it is a result of thl's negligence or wilful act or omission.;
(b) thl may offer You the option of paying a "Replacement Vehicle Relocation Fee" to send a driver to deliver the replacement vehicle to Your location; and
(c) You must pay for any costs relating to delivery of a replacement Vehicle as a result of any vehicle accident. This charge applies irrespective of any Reduction Option taken unless it is a result of thl's negligence or wilful act or omission.

24 DAMAGE LIABILITY REDUCTION

24.1 Subject to this Agreement including without limitation clause 25, You and any Authorised Driver may choose to receive the benefit of thl's insurance with its insurer for Loss or Damage of the Vehicle and damage to any third-party property, except:
(a) any property owned by You (or any friend, relative, associate or passenger); or
(b) any property in Your physical or legal control, provided:
i. You have paid the minimum Liability Reduction set out in Customer Contract;
ii. there is no Loss or Damage to the Vehicle as a result of a Single Vehicle Rollover;
iii. there has not been a Substantial Breach and You have not caused any other person to have acted in a manner which is a Substantial Breach;
iv. You are not covered under any other policy of insurance; and
v. You have provided such information and assistance as may be requested by thl's Claims department and or its insurer.
24.2 If cover is extended to You by thl's insurer:
(a) You authorise thl's insurer, at its sole discretion, to defend or settle any legal proceedings;
(b) thl's insurer has the sole conduct of any proceedings; and
(c) any such proceedings shall be brought or defended in Your name or the name of a Joint Renter.
24.3 If You do not accept thl's insurance cover as provided in clause 24.1 of this Agreement, You must provide alternative vehicle insurance that is comparable with thl's insurance cover. If Your insurance cover is not comparable with thl's insurance cover, thl reserves the right to refuse hire of the Vehicle to You.

25 DAMAGE LIABILITY EXCLUSION

25.1 Notwithstanding any other clause of this Agreement, if there is a Substantial Breach or a breach of any part of clause 4.1(c) of this Agreement, You:
(a) are liable for:

i. all Loss or Damage to the Vehicle, and
ii. all third-party Loss or Damage; and
(b) have no entitlement to the benefit of thl's insurance under clause 24 of this Agreement, even if the High Road Liability Reduction Option (as set out in clause 28) have been purchased and the Liability Reduction amount has been paid (subject to the limited exceptions that apply to High Road Liability Reduction Options as set out in clause 28).

26 PERSONAL INJURY

26.1 The Vehicle does not have third party personal injury insurance cover.

27 PROPERTY DAMAGE

27.1 You are responsible for and must pay up to the amount of the applicable Liability Reduction set out in Customer Contract for Loss or Damage to the Vehicle and for damage to third party property.
27.2 Regardless of whether cover is extended to You by thl's insurer, You will remain responsible for the costs of demurrage for the period the Vehicle is unavailable due to repairs up to the amount of the chosen Liability Reduction Option (and it applies). Any demurrage recovered from any negligent third party will be refunded to You upon its recovery.
27.3 The Liability Reduction applies in respect of each claim, not per rental.
27.4 The Liability Reduction is applicable regardless of who is at fault and must be paid at the time the accident/incident is reported to thl, not at the completion of the rental period.
27.5 thl has no liability for personal belongings damaged, stolen or lost which are always Your responsibility. thl recommends that You do not leave items of value in the Vehicle and that You take out Your own Personal Travel Insurance.

28 LIABILITY REDUCTION AND ADDITIONAL COVER OPTIONS

THE LOW ROAD – Basic Standard Liability Option

28.1 thl's rental charge includes a standard Liability Reduction of: LOW ROAD Vehicle Booked Liability
Hitop & Endeavour Camper
NZ$5,000 incl GST
All other 2WD Campers
NZ$7,500 incl GST
You can reduce your Liability Reduction by purchasing one of the following liability reductions. The total liability Option charge is limited to a maximum of 50 days. The minimum payable per segment isequivilent to a 10 day charge for the Platinum Pack or the minimum rental period applicable for Your rental for all other options. The details of the Liability Reduction under each Reduction Option are set out in Customer Contract.

THE HIGH ROAD

28.2 By purchasing this option your liability is reduced to NZ$0 subject to clause 5.1(c). All Bookings: Vehicle Booked Liability
Hitop & Endeavour Camper
All other 2WD Campers
NZ$0
(a) In the event of inconsistency, the Rental Agreement Part A supersedes Rental Agreement Part B for liability.
Extended Roadside Assistance
28.3 Extra Roadside Assistance will cover You for opening RV on lock out, jump start, flat tyre change using spare located in the RV. Up to 20 litres fuel delivery and call out costs up to NZ$150.00. Windscreen and Tyre Protection Plus
28.4 Windscreen and Tyre Protection Plus will cover You for 1 windscreen, 2 tyres and the Extended Roadside Assistance.
Value Pack OptionValue Pack Option includes the High Road, Single Vehicle Rollover cover, Undercarriage/Overhead damage cover, windscreen and tyres damage cover.
Platinum Pack Option
Platinum Pack Option includes the High Road, Single Vehicle Rollover cover, Undercarriage/Overhead damage cover, windscreen and tyres damage cover, extended roadside assistance.

29 VEHICLE DAMAGE – LIABILITY

29.1 You understand that unless You have purchased a Reduction Option You must pay for the first amount described as Liability in clause 28.1 worth of Damage per claim where You are at fault.
29.2 If You have purchased a Reduction Option the liability for Damage will be zero, unless clause 29.3 applies.
29.3 You will be responsible for the total cost of any Damage and the Reduction Option will be void if clause 25 applies.
29.4 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 Your fault, the cost of the daily rental rate for the period the Vehicle is being repaired. An administrative fee of up to NZ$75 is applicable per claim.
29.5 Any amount payable under this clause 29 must be paid at the time the Vehicle is returned to a thl branch or by the due date set out in an invoice issued by thl.

30 ROAD USER CHARGE RECOVERY FEE

30.1 The Government charge for Road User Charge Recovery Fee will be calculated and collected from you on return of the vehicle based on the kilometres travelled during the length of the hire. The fee per 100km is as follows:
(a) All other vehicles except 4 Berth and 6 Berth toilet & shower: NZ$7.64
(b) 4 Berth and 6 Berth toilet & shower: $8.04
30.2 thl reserves the right to amend this fee pursuant to changes in New Zealand legislation and/or increases in the

Road User Charge Recovery Fee without prior notice.

31 GENERAL PROVISIONS

31.1 Immediately upon receipt, You must provide thl with every summons, complaint or paper in relation to any accident or loss involving the Vehicle.
31.2 You must not refuse or fail to take any blood analysis, breath test or drug impairment assessment requested by the police or as required by law.
31.3 You irrevocably release and hold harmless thl, its employees and agents from all claims for loss or damage to personal property owned by You or others left in the Vehicle, or which is received, handled or stored by thl at any time before, during or after the rental period, unless the loss or damage is due to thl's negligence.
31.4 Except as provided by law, You or passengers in the Vehicle are not the agent, servant or employee of thl for any purpose whatsoever.
31.5 No right of thl under this Agreement can be waived except by writing of an authorised officer of thl.
31.6 You acknowledge:
(a) this Agreement creates a bailment between thl and You in respect of the Vehicle and Your interest in the Vehicle is as a bailee only;
(b) nothing contained in this Agreement shall be construed as granting or entitling You to any ownership right or any other inconsistent proprietary right in or to the Vehicle; and
(c) You agree not to part with possession, sell, lease, dispose of, encumber or assign any right or interest in the Vehicle and not create any security interest or any lien over the Vehicle (including in respect of repairs) other than security interests granted in favour of thl.
31.7 You agree to indemnify thl from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis), incurred by thl as a consequence of any breach by You of this Agreement or the failure for whatever reason of the due and punctual performance of Your obligations under this Agreement.
31.8 You acknowledge that thl has not in any way represented itself to You as an entity carrying on the business of insurance.
31.9 You must make yourself available to assist thl in any legal actions mentioned in this Agreement that may arise out of Your hire of the Vehicle.

32 ILLUSTRATION DISCLAIMER

32.1 thl's brochures, websites and other advertising material contain only representations of our vehicles. Pictures, illustrations, descriptions and measurements of the vehicles may be different to the Vehicle offered to You due to modifications and/or upgrades.

33 FUEL

33.1 The Vehicle must be returned with the amount of fuel equal to that at the time of the commencement of the rental. If the Vehicle is returned with less fuel, the difference will be charged to You at a rate of NZ$5.00 including GST per litre (which includes a service component).
33.2 You must only use the fuel type specified by the manufacturer of the Vehicle and the use of bio-diesel or any organic hybrid fuel type is strictly prohibited (use of E10 is acceptable in Vehicles fuelled by petrol). Any use of incorrect fuel types is a Substantial Breach of this Agreement.

34 VEHICLE AND EXTRAS CLEANING

34.1 Vehicles and any purchased extra items must be returned in a reasonable state of cleanliness, completely free of mud, rubbish and pet hair.
34.2 If applicable, the toilet and waste water tank must both be returned empty or a NZ$250 including GST cleaning fee will be charged to You in respect to each tank.
34.3 A cleaning fee up to NZ$299 including GST will be charged if the vehicle is returned in an unreasonable state of cleanliness and/or should the vehicle need deodorising as a result of smoking
34.4 A pet cleaning fee of NZ$315 including GST will apply in relation to additional cleaning of the Vehicle where You travel with pets during the Rental Period.
34.5 Smoking is strictly prohibited in or within 5 metres of the thl vehicles.

35 BRANCH HOURS AND RETURNS

35.1 All thl depots are closed Christmas Day.
35.2 The Vehicle must be returned at the Return Date and Time at the Return Location as outlined in Customer Contract.
35.3 If you wish to change the Return Location or the Return Date after the rental has commenced, You first must obtain permission from thl. Subject to the change of the Return Location being approved, an additional minimum charge of NZ$750 including GST will apply. thl may withhold its approval for any reason, including due to availability of the Vehicle.
35.4 If the Vehicle is returned to a different location without thl's prior written permission, the cost of transferring the Vehicle to the Return Location as outlined in Customer Contract will be charged to you, plus a minimum charge of NZ$750 including GST.
35.5 You will continue to be responsible for the rental of the Vehicle, including demurrage, until the Vehicle is returned to the Return Location as outlined in Customer Contract. If You return the Vehicle after the Return Time without thl's permission, then, following a written demand by thl, thl may take steps to recover and repossess the vehicle and You will be charged for the late return at a rate equivalent to double the current daily rental charge for the Vehicle, plus the daily rate charge applicable to Your chosen Reduction Option.
35.6 NZ$120 fee will apply to all rentals picked up and/or dropped off on public holidays dates defined on the Summary of Rental Conditions.

36 RENTAL EXTENSIONS

36.1 Should You wish to extend the rental period whilst on hire, you must first obtain authorisation from thl. This is subject to availability of the Vehicle.
36.2 The extra cost of an extended rental must be paid by Credit Card over the telephone or at a thl Branch immediately on confirmation of the rental extension.
36.3 The additional days will be at the daily standard gross rental charge for the Vehicle applicable at the time of the extension.

37 NATURAL DISASTERS AND WEATHER CONDITIONS

37.1 thl is not responsible for road closures caused by cyclones, flash floods, earthquakes and other acts of God. Whilst thl will make every effort to accommodate delays and non-vehicle returns to Return Locations for these events and may waive the NZ$750 including GST change of Return Date and Return Location fee any costs over and above this fee will be Your responsibility.
37.2 thl reserves the right to restrict Vehicle movements in certain areas, including but not limited to adverse road or weather conditions for the purpose of guest safety. This may include any imminent storm warning or other potential weather-related threats
37.3 To the extent permitted by applicable law, if thl is unable to provide services because of circumstances beyond its control for a rental where cancellation fees would apply or for a rental which has already commenced, thl will provide You with a credit for the value of the non-refundable part of any unused hire charges and fees. thl may deduct a reasonable service fee from the credit amount to cover administration costs or vehicle recovery costs. Credits will be valid for 12 months from the date on which thl advises that it cannot fulfil the rental as originally booked.

38 KILOMETRE ALLOWANCE

38.1 All Vehicles have unlimited kilometres included per rental day.

39 ELECTRONIC TRACKING

39.1 thl may use Global Positioning System (GPS) tracking or other electronic tools (tracking device) to enable the geographical location of its Vehicles to be tracked or located. Information from the tracking device may be used:
(a) to provide police or other authorities in the event that the Vehicle is stolen or is not returned at the end of the rental period;
(b) in the event of an accident or incident relating to the Vehicle during the rental period, e.g. to verify the location of the Vehicle at the time of the alleged accident;
(c) to identify the exact location of the Vehicle in the event of a recorded breakdown and to provide that location to breakdown responders (e.g. the local Automobile Association);
(d) to locate the Vehicle in an emergency; or
(e) for any other purpose allowed under the Privacy Act 2020 or any other law.
39.2 By hiring a Vehicle from thl, you expressly consent to thl using tracking devices on the Vehicle during the rental period and collecting, using and retaining information from the tracking devices in accordance with thl's Privacy Policy.
39.3 Refer to clause 40 of this Agreement for more information on thl's Privacy Policy.

40 PRIVACY NOTICE

40.1 thl values the privacy of personal information. When thl collects, uses, discloses or handles personal information (as defined in the Privacy Act 2020), it is managed within the bounds of the Privacy Act 2020 and thl's Privacy Policy. For a full copy of thl's Privacy Policy, please download a copy at https://www.thlonline.com/privacy.
40.2 Your information will not be released to anyone other than in accordance with thl's Privacy Policy and the Privacy Act 2020.

41 DEFINITIONS

41.1 Authorised Driver means any driver approved by thl and whose name is noted in Customer Contract as an authorised driver;
41.2 Credit Card means American Express, VISA or Mastercard credit cards or VISA or Mastercard debit cards.
41.3 Joint Renter means any person who is noted as a renter with any other person in Customer Contract. A Joint Renter is jointly and severally liable for all of the obligations under this Agreement;
41.4 Liability Reduction means the amount for which You will be liable to pay in the event of Loss or Damage to the Vehicle as set out in Customer Contract, which may be reduced by purchase of Reduction Options subject to the terms and conditions of this Agreement.
41.5 Loss or Damage means any loss or damage to the Vehicle, including that caused by theft of the Vehicle or by adverse weather events, that requires repair or replacement including the loss of use of the Vehicle (demurrage), legal expenses, assessment fees, towing and recovery costs, storage, service charges and any appraisal fees of the Vehicle;
41.6 Overhead Damage means any damage to the Vehicle or to any third-party property that is caused by:
(a) contact between any part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
(b) the Vehicle hitting a signed height restricted structure such as but not limited to bridges, car parks and drive throughs; or
(c) objects being placed on the roof of the Vehicle;
41.7 Public Holiday has the meaning given in the Holidays Act 2003;
41.8 Repair Event means each individual event where repairs are required in respect of the Vehicle.
41.9 Reduction Option means a reduction option purchased by You to reduce potential liability as described in clause 28.
41.10 Return Date means the date on which the Vehicle must be returned shown in Customer Contract;
41.11 Return Location means the location from which the Vehicle was hired and which is shown in Customer Contract.
41.12 Return Time means the time by which the Vehicle must be returned on the Return Date as shown in Customer

Contract;
41.13 Single Vehicle Rollover means any incident where there is Loss or Damage to the Vehicle that does not involve an impact between the Vehicle and another vehicle and is caused by the Vehicle rolling, tipping or overturning whilst being driven or used by You or any Authorised Driver;
41.14 Substantial Breach means a breach of any of clauses 3.8, 3.9, 4.1, 4.2, 5.1(c)(i) to 5.1(c)(xxii) (inclusive), 17.1, 17.2, 31.2 or 31.6(c) of this Agreement;
41.15 Summary of Rental Conditions means the document titled Summary of Rental Conditions which can be found at: https://thl.widen.net/s/jxvmgtxrwr/au-2526-direct-summary-of-rental-conditions, as updated from time to time
41.16 Vehicle means the vehicle identified in Customer Contract including all its accessories, tools, tyres and equipment as well as any replacement vehicle;
41.17 Vehicle Condition Report means the report provided to You when You collect the Vehicle identifying any pre-existing damage that there may be to the Vehicle.
41.18 You, Your means the person, firm, company or organisation renting the Vehicle and includes any Joint Renter identified in Customer Contract.

Complaints: All complaints must be in writing. Copies of all available relevant documents, such as rental agreements, receipts, etc., must also be included.

Dispute
The lessor 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 tenant 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.