



Terms and Conditions Effective: July 2020

For: Tourism and Travel Holdings LTD /Euro Campers/Heron Campers/Budgy Campers (TaT)

1. HIRE DESCRIPTION

Tourism and Travel Holdings LTD will let and the Hirer will rent the vehicle described on the rental agreement.

2. RENTAL DURATION

Rental days are calculated on a calendar day basis

3. BOOKING, DEPOSIT & PAYMENT

A deposit of 20% is due on confirmation. The final payment is due 50 days prior to the collection of the vehicle. Visa or MasterCard will be accepted (3% fee).

4. VEHICLE COLLECTION AND RETURN AGREEMENT

The Hirer must adhere to collection and return date, place and time as stated on the rental agreement.

Vehicle collection and return have to be during opening to TaT branches in Christchurch and Auckland. Any late pick ups or drop offs have to be prearranged and will incur a NZ\$80 fee. A breach of contract relating to collection or return date and location will incur a NZ\$1000 penalty fee plus all related costs. Early return of the vehicle does not entitle the Hirer to any refund. The Hirer has to return the vehicle

- in broom clean condition (inside and outside)
- with a full fuel tank
- full bottle of gas (if applicable)
- with an empty holding toilet and waste water tank

Please note there will be a fee you will incur if the conditions are not met.

5. BRANCH HOURS

Monday to Sunday: 8.30am to 4.00pm. Public Holidays: 8.30am to 4.00pm. Branches are closed Christmas Day (25th December) and New Year's Day (1st January). NZ\$80.00 surcharge will apply to all vehicles collecting or returning on Public Holidays. For further information, please visit the following <http://publicholiday.co.nz>

6. AGE RESTRICTIONS

Sleeper, King Sleeper, Hitop and SKY: Drivers 18 years of age and over. Familia 5 and Twin: Drivers 21 years of age & over

7. DRIVERS LICENCE

A full driver's licence must be presented for each nominated driver. If the licence is not in English format, an international driver's licence is required.

8. USE OF THE VEHICLE

The Hirer will not allow the vehicle to be:

- a) driven otherwise than in a prudent and cautious manner. A single vehicle rollover is considered a breach of this condition and has an excess of NZ\$5000 plus occurring costs.
- b) driven by a person under the influence of alcohol/drugs or a blood alcohol level in excess of that permitted by law.
- c) left with the ignition key in the vehicle while it is unoccupied.
- d) damaged by: submersion in water, contact with salt water, river crossing, driving through flooded areas, beach driving.
- e) used for any illegal purpose or in any race, rally or contest.
- f) used to tow any vehicle or trailer.
- g) used to carry passengers or property for hire or reward.
- h) used to carry more persons than is permitted by any relevant authority.
- i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material.
- j) used for transporting and haulage of goods other than what might be reasonably expected of a leisure rental.
- k) used for smoking inside of the vehicle.
- l) altered or any additions made.
- m) used to transport animals, excluding registered guide dogs or with written permission





- n) The Hirer and any user the Hirer permit to use the vehicle is solely responsible for observing the New Zealand Road Rules, safe driving and operation of the vehicle so as to avoid accidents or injury to people or property. Operating the vehicle in a careless or unsafe manner can be determined solely at the discretion of TaT and may result in the retention of the security bond (see clause 14)
- o) driven over the allowed speed limit

9. RESTRICTED ROADS

TaT vehicles may only be driven on sealed/bitumen or well-maintained roads. Driving on un-signposted gravel roads is expressly forbidden. Driving on unsealed or gravel entrances to camping is speed limited to 10kms per hour. Vehicles are not permitted to be driven on: Any beaches, Skippers Road (Queenstown), Ball Hutt Road (Mt Cook), Ninety Mile Beach (Northland), Bluff Road between Kuaotunu and Matarangi and north of Colville Township (Coromandel).

10. MAINTENANCE AND REPAIRS

The Hirer shall take all reasonable steps to properly maintain the vehicle. This includes DAILY OIL and WATER CHECKS. Should the vehicle warning lights indicate any potential malfunction, or the instruments indicate that the engine is getting too hot the customer will contact TaT IMMEDIATELY. The Hirer will be responsible for any costs for damage and recovery, including towing charges, staff time and expenses that occurred because the Hirer did not maintain the vehicle properly. The Hirer must call Tat within 24 hours with any issues relating to the vehicle to give us the opportunity to rectify the problem. Failing to do so will result in decline of any refund from Tourism and Travel Holdings LTD. All refunds are processed post rental after assessing each claim. This process can take several weeks but TaT will use its best endeavours to complete this in a timely manner. TaT will reimburse the Hirer for expenditure up to NZ\$100 reasonably incurred in rectifying any mechanical failure. For repairs costing over NZ\$100 Tat will need to be informed. Receipts must be submitted for any repair or the claim will not be paid.

11. ROADSIDE ASSISTANCE

In an event of technical problems or a mechanical breakdown, the Hirer must contact Tourism and Travel Holdings LTD. For problems while traveling call Freephone 0800 88 77 01. Our roadside assistance is available at the TaT opening hours. TaT liability extends only to the refund of hire charges if the breakdown has directly caused a delay in travel of 24 hours or more the refund is maximum the amount of the daily hire costs to TaT. If the delay is under 24 hours in one location TaT denies any refund request. No responsibility for out of pocket expenses, including accommodation charges or meals resulting from a breakdown or accident will be accepted.

12. VEHICLE AVAILABILITY

Vehicles cannot be requested by make or model, only by vehicle category. TaT will endeavour to supply the vehicle category selected, TaT reserves the right to substitute an alternative vehicle without prior notification. Should the customer decide to voluntarily downgrade their vehicle type, they will not be entitled to a refund. Tourism and Travel Holdings LTD has the right to cancel a booking prior pick up if the vehicle is no longer available.

13. VEHICLE INSURANCE

All TaT vehicles includes the standard insurance rate "Risk Taker". The customer can choose one of our Insurance Options to reduce the Liability Excess & Bond

Standard Insurance "Risk Taker" Excess/Bond 3.000-5.000 NZD

"All Good" Insurance Option Excess/Bond 1.500-2.000 NZD for 15-25 NZD per hire day

"No Worries" Insurance Option Excess/Bond 0 NZD for 29-44 NZD per hire day

Insurance options are capped at a maximum of 50 days. The vehicle is insured for vehicle damages, third party vehicle damages and third-party property damage only. The liability excess applies to each claim, not rental. The liability excess is applicable regardless of who is at fault and must be paid at the time the incident is reported, not at the completion of the rental. Where a third party is involved the vehicle security deposit will be refunded only if TaT is successful in recovering the cost of the damages from the third party. Please note that third party claims can take many months to resolve.

14. INSURANCE EXCLUSIONS

Damage as identified below is specifically excluded from Tourism and Travel Holdings LTD Insurance cover. The Hirer remains fully liable for all costs incurred.

- a) any damage due to vehicle use in contravention of clause 8 'Use of Vehicle'.
- b) any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle) and





- c) driving under the influence of alcohol or drugs and negligence resulting in damage to the hired vehicle or third-party vehicle/property.
- d) any loss or damage to personal belongings. New Zealand legislation provides limited coverage for personal injury. TaT does not accept any liability for personal injuries sustained during the rental, nor for any loss or damage to personal belongings. T&T strongly recommends the Customer takes out personal travel insurance to cover any injury or loss.
- e) if the Hirer is deemed by TaT and/or the local authorities to have been careless, negligent or wilful in failing to abide by the local authority road rules, resulting in damage to the hired vehicle or third party vehicle/property. In an event like this TaT is authorised to charge a min. amount of NZ\$5000 from the Hirers registered credit card, until the insurance claim is settled.
- f) the cost to retrieve or recover a vehicle, which has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned.
- g) the cost to replace keys, which have become broken, lost, stolen, or retrieval of keys, which have been locked in the vehicle.
- h) drivers not identified on the rental agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence.
- i) any damage caused to the vehicle due to the use of snow chains.
- j) damage caused to the vehicle because total load (kg) has exceeded recommended load.
- k) any cost associated with the incorrect use of fuel (fuel being diesel or petrol) this includes bio-diesel which should not be used, or water or other contamination of fuel.
- l) any damage occurred inside the vehicle including, but not limited to, soft furnishings, flooring, furniture, contents, fixtures, assets, linen and bedding regardless of accidental damage or breakage.
- m) any damage that has occurred to the vehicle which could have been avoidable. For example, driving with hand brake on.
- n) any cost related to filling water into engine or fuel tank, or filling fuel into water tank.
- o) any roof damage occurred due to underestimating or not following height restrictions. For example, (but not limited to) driving into a car park building, building signage or tree branches etc.
- p) All costs as a result of breakages, loss, theft or defacement of the vehicle's interior and accessories caused or contributed to by the Hirer, any authorised driver, any person that the Hirer permits or allows to drive the vehicle, any invitee of the Hirer or any passenger in the vehicle.

15. EXTRA HIRE ITEMS

Snow chains can be provided on request for an additional fee. Where snow chains are damaged an additional charge of NZ\$300 is payable at drop off. Maximum speed while using snow chains is 25kph.

16. CREDIT CARD AUTHORISATION

The customer must provide a valid credit card (Mastercard or Visa) to pay the Bond/Liability on pick up. The Bond/Liability is fully refundable after the hire of the vehicle. The Hirer agrees that the registered credit card will be charged to cover damages and incidental items such as (but not limited to):

- Incurred damage to the vehicle or any 3rd party property. Refer to clause 13.
- Insurance exclusions have been violated. Refer to clause 14.
- The vehicle is not returned to the agreed location at the agreed time. Refer to clause 4 (NZ\$1000).
- The vehicle is not returned in a reasonable clean condition. Refer to clause 4 (up to NZ\$250).
- Evidence of smoking in the vehicle. If the vehicle requires cleaning due to smoking odour. Refer to clause 8 (NZ\$500).
- The fuel tank is not full. Refer to clause 4 (the cost of the refill plus NZ\$50 handling fee).
- The LPG bottle is not full. Refer to clause 4 (the cost of the refill plus NZ\$50 handling fee).
- Wastewater tank and toilet have not been emptied. Refer to clause 4 (NZ\$150 charge for toilet, NZ\$100 charge for wastewater tank).
- Unpaid infringement notices, traffic fines or toll road charges. Refer to clause 18 (total amount of the fine plus NZ\$50 handling fee).
- Unpaid Road User Recovery Charge at the rate specified at the commencement of the hire period.
- A road user charge recovery fee will be calculated and collected on return of a campervan hire based on the kilometres travelled during the hire and the actual vehicle category. The costs can be obtained from the Customer Service or are available online.
- Lost, stolen, or damaged items in the TaT Camper



17. CREDIT AND DEBT CARD PAYMENT

(a) Where the credit or debit card is presented for payment, the credit or debit card holder will be jointly and severely liable as the hirer.

(b) TaT may process credit or debit card charges pertaining to the rental after the end of the hire period.

(c) The hirer acknowledges that all transactions under this agreement are conducted in New Zealand dollars.

(d) The Hirer/Cardholder agrees that if he/she has presented a credit card by way of bond or payment for this agreement, that any actual or consequential liability arising out of this agreement may be billed directly to this credit card and that the Cardholder's signature will be deemed to have been made on the appropriate voucher. The Hirer/Cardholder acknowledges they have read and agreed to the terms and conditions of this agreement and undertakes not to instruct their credit card company to reverse any transactions in the event of a dispute about any amounts owed or liability without first obtaining the consent of the Owner.

18. PROCEDURES IN CASE OF ACCIDENT

If the Hirer is involved in a vehicle accident whilst on hire, the following procedures must be followed:

(a) At the scene of accident, the customer must:

1. Obtain the names and addresses of third parties and any witnesses.
2. Report the accident to police, (when necessary) regardless of estimated damage costs.
3. Not accept blame or insist the other party is at fault.
4. If possible, photograph damage to all vehicle(s) and registration number(s).
5. Phone the nearest Tourism and Travel Holdings LTD branch with the accident details within 24 hours.

(b) At the Branch:

1. The Hirer must produce their driver's licence and hand over the police report (if applicable) and any supporting photographs.
2. The Hirer is required to pay the liability (if applicable) and any other amount due by them in respect of any damage or loss arising from the accident. This amount is payable at the time of reporting 'the event' and not at completion of the rental period.
3. Tourism and Travel Holdings LTD reserves the right to charge the daily rental rate for the period the vehicle is off fleet for accident repairs when contract is breached. Refer to clause 8 + 14 of this agreement.
4. Tourism and Travel Holdings LTD will ensure the vehicle accident report is completed clearly and it is signed by the Hirer.

(c) Exchange Vehicle:

1. The availability of an exchange vehicle is not guaranteed; provision is subject to availability, Hirer's location, accident liability and remaining hire duration. Additional charges may be incurred.
2. If an exchange vehicle is required as a result of an accident, the Hirer is responsible for making their own way to the nearest Tourism and Travel Holdings LTD branch or pick up location at their own cost.
3. Tourism and Travel Holdings LTD may offer the customer the option of paying an exchange vehicle relocation fee to send a driver to deliver the exchange vehicle to the Hirers location.
4. The Hirer will pay for any costs relating to delivery of a change of vehicle because of any single vehicle accident.
5. The Hirer acknowledges that new a Rental Agreement and new Terms and Conditions will be superseded by the vehicle exchange.

(d) Time frame for settlement of hirer's liability claims will be handled as quickly as possible, however third party claims can take months.

19. HANDLING PROCEDURE OF SPEEDING AND PARKING TICKET, TOLL ROAD NOTICES, INFRINGEMENT NOTICE, ETC.

Tourism and Travel Holdings LTD as owner of the vehicle is liable for all parking, freedom camping and traffic violations. TaT does not query any issue. If the vehicle was returned, TaT will charge the outstanding balance to the Hirer's credit card. TaT will not contact the Hirer prior and after the charges to his/her credit card, but will explain the charges and send copies of the parking and traffic violations if contacted by e-mail or by phone. In circumstances of credit card failure TaT will forward the Hirer's home contact to the New Zealand Authorities. TaT will charge a NZ\$50 handling fee for each issued parking or traffic violation and toll road fees.





20. CANCELLATIONS

Please note that the deposit is non-refundable in all cases.

If cancelled 51 days prior to pick up: Deposit

If cancelled 50 to 45 days prior to pick up: 50% of Final Payment

If cancelled 44 days prior to pick up or no-show: 100% of final Payment

Cancellation of Ferry bookings: NZ\$50

Special Covid19 cancellation policy for 2020/2021

If a booking cannot commence due to travel restrictions by COVID19 the booking can be cancelled up to and including 7 calendar days prior pick up and will be fully refunded.

21. RENTAL PERIOD EXTENSION

A hire extension is subject to availability and authorisation by Tourism and Travel Holdings LTD.

22. IMMEDIATE RETURN OF VEHICLE (WHERE DEFAULT OR DAMAGED)

Tourism and Travel Holdings LTD shall have the right to terminate the hire and take immediate possession of the vehicle, if the Hirer fails to comply with any terms of this agreement, or if the vehicle is damaged due to the breach of clause 8 and clause 14. The termination of the hire under the authority of this clause shall be without prejudice to the rights of the owner and the other rights of the Hirer under this agreement or otherwise. In the event of such termination or repossession, the Hirer has no right to a refund of any part of the rental charges.

23. CANCELLATION BY Tourism & Travel Holdings Limited

In the case of unforeseen circumstances Tourism & Travel Holdings Limited has the right to cancel the booking at any time and will repay to the hirer the received hire amount to the customer or agent.

24. VERBAL WARRANTIES

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, oral representations, warranties, or agreements between the parties with respect to the subject matter of this agreement. The Hirer agrees to the terms and conditions of Tourism and Travel Holdings LTD and acknowledges and declares that he/she has read and fully understands this agreement. If relocating a vehicle, please refer to the additional terms and conditions.

Signature of Hirer

Signature on behalf Tourism and Travel Holdings LTD

Date

