



Terms and Conditions Effective: 23/03/2022

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

1. HIRE DESCRIPTION

Tourism and Travel Holdings LTD (TaT) 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. Rentals are calculated daily, irrespective of pick-up time.

3. BOOKING, DEPOSIT & PAYMENT

A non-refundable booking confirmation deposit of NZD 250 will be deducted from your credit card (3% credit card fee applies). The full payment is due 30 days prior to the collection of the vehicle. Visa or MasterCard will be accepted (3% credit card fee applies).

4. CANCELLATION FEE

If you must cancel your booking the following fees apply:

- NZD 250 deposit is non-refundable in all cases.
- If cancelled 30 days prior to pick up - No fee.
- If cancelled within 29 days to 8 days of pick-up - 30% of Total Reservation Cost less the NZD 250 non-refundable deposit.
- If cancelled within 7 days of pick-up or no show - 100% of Total Reservation Cost.

An early return does not entitle the Hirer for a refund for any unused portion of the rental.

5. VEHICLE COLLECTION AND RETURN AGREEMENT

The Hirer must adhere to collection and return date, place and time as stated on the rental agreement. NZD 80 surcharge will apply to all vehicles collecting or returning after 15:30 or on any Public Holiday. For further information on NZ Public Holidays, please visit: <http://publicholiday.co.nz>. A breach of contract relating to collection or return date and location may incur a NZD1,000 fee plus all related costs.

Tourism and Travel has rental depots at the following locations:

Auckland	Christchurch
2 Beach Road	833 Jones Road
Favona	Rolleston
Auckland 2024	Christchurch 7614

6. BRANCH HOURS

Monday to Saturday: 8:00 am - 4:30 pm (08:00 – 16:30)

Sunday / Public Holidays: 8:30 am - 12:30 pm (08:00 – 12:30)

After hours vehicle collections and returns are not available after 15:30 weekdays and 12:30 on Sundays/Public Holidays unless pre-arranged and confirmed in writing.

7. PERSON WHO MAY DRIVE THE VEHICLE AND DRIVERS LICENCE

The vehicle may only be driven by the person(s) nominated on the rental agreement and only if each such person has held a full and valid driver's licence for no less than 12 months. 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.

Driver age restrictions:

Euro Kingsleeper and Euro Sky: 18 years of age and over. Budgy Twin and Euro 2+1: 21 years of age and over. Euro 4, Heron Paradise, Budgy Familia 5 and 6: 25 years of age and over.

8. ROAD USER CHARGES (RUC)

A Road User Charge Recovery Fee will be calculated and collected on return of any Campervan or Motorhome where the operating fuel is diesel. This charge is based on the kilometres travelled during the hire and the actual vehicle category.



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 including Ninety Mile Beach (Northland), Skippers Road (Queenstown), unsealed parts of the Tasman Valley Road (Mt. Cook), unsealed parts of the Wanaka-Mount Aspiring Road, Bluff Road between Kuaotunu and Matarangi and north of Colville Township (Coromandel).

10. USE OF THE VEHICLE

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 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 16). A single vehicle rollover is considered a breach of this condition and has an excess of NZD5,000 plus occurring costs.

The Hirer will not be allowed for the vehicle to be:

- a) driven by a person under the influence of drugs/alcohol
- b) left with the ignition key in the vehicle while it is unoccupied.
- c) damaged by submersion in water, contact with salt water, river crossing, driving through flooded areas or on the beach driving.
- d) used for any illegal purpose or in any race, rally or contest.
- e) used to tow any vehicle or trailer.
- f) used to carry more persons than is permitted by any relevant authority.
- g) used for transporting and haulage of goods other than what might be reasonably expected of a leisure rental.
- h) Smoking of cigarettes, cigars, and e-cigarettes is strictly forbidden inside of the vehicle. Failure to follow these instructions will result in a NZD 500 fee.
- i) alter the vehicle in any way.
- j) used to transport animals, excluding registered guide dogs or with written permission.
- k) driven over the allowed speed limit.

11. HIRER'S OBLIGATION

The Hirer shall ensure that the recommended levels are maintained with respect to the water in the radiator of the vehicle, the oil and the tyre pressures of the vehicle. Should the vehicle warning lights indicate any potential malfunction, or the instruments indicate that the engine is getting too hot the Hirer will contact TaT IMMEDIATELY or within 24 hours. The Hirer shall ensure that all reasonable care is taken in handling and parking the vehicle. In particular, the Hirer must ensure that the vehicle is securely locked, the vehicle is in Gear or N/P for automatic vehicles and the handbrake is engaged when not in use.

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 TaT. 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 NZD 100 reasonably incurred in rectifying any mechanical failure. For repairs costing over NZD100 TaT will need to be informed. Receipts must be submitted for any repair, or the claim will not be paid.

The Hirer is responsible for keeping up to date with weather updates and associated warnings. Furthermore, the Hirer is responsible for ensuring any roads entered are not subject to severe weather warnings or flooding. Entering roads with severe weather warnings is at the driver's risk and will be liable for any cost that may occur. It is the Hirer's responsibility to be aware of and act in compliance with all New Zealand Transport Agency rules and regulations.

12. 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 or loss of enjoyment resulting from a breakdown or accident will be accepted. Failure to follow the instructions of the TaT helpdesk (or authorised contractors) will void any entitlement to compensation and may incur additional fees.

13. 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 Hirer decide to voluntarily downgrade their vehicle type, they will not be entitled to a refund. In the case of unforeseen circumstances TaT has the right to cancel the booking prior to pick-up at any time and will repay to the Hirer or Agent the received hire amount.

Rental period extension:

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

14. VEHICLE INSURANCE

TaT offers three types of accident insurance options. The Hirer acknowledges that he/she has been informed about all insurance options prior to commencing the hire. The Hirer is liable for the insurance excess that applies to each insurance claim. The options are:

- **“Risk Taker” Insurance**

There is no daily charge. The Excess is NZD5,000 for all drivers over 25 years of age (Additional NZD1,000 will apply for all drivers under 25 years). A Windscreen and Tyre Insurance (1 front windshield, multiple windscreen chips and 2 tyres) can be purchased for an additional NZD 7 per hire day (excludes service for changing a tyre). **The Insurance Excess will be held as a Bond on the Hirer’s nominated Credit/Debit Card for the duration of the hire.**

- **“All Good” Insurance**

Daily charge of NZD 25, with an Excess of NZD2,000 (Additional NZD1,000 will apply for all drivers under 25 years). A Windscreen and Tyres Insurance (1 front windshield, multiple windscreen chips and 2 tyres) can be purchased for additional NZD 7 per hire day (excludes service for changing a tyre). **The Insurance Excess will be held as a Bond on the Hirer’s nominated Credit/Debit Card for the duration of the hire.**

- **“No Worries” Insurance**

Daily charge of NZD 45 has no Excess for drivers over 25 years (NZD1,000 Excess will apply for all drivers under 25 years). The Windscreen and Tyre Insurance (1 front windshield, multiple windscreen chips and 2 tyres) is included (excludes service for changing a tyre).

Insurance cost is 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.

The Drivers Experience Excess will not apply for claims due to loss caused by fire, theft, attempted theft or illegal conversion, or breakage of windscreen or window glass.

15. INSURANCE EXCLUSIONS

Damage as identified below is specifically excluded from TaT insurance cover. The Hirer remains fully liable for all costs incurred.

- a) Any damage due to vehicle use in contravention of clause 10 ‘Use of Vehicle’.
- b) Any damage caused by careless, wilful or reckless driving or negligence resulting in damage to the hired vehicle or third-party vehicle/property.
- c) Any damage caused by driving on restricted roads (see Clause 9).
- d) Any damage or loss of personal belongings or injuries sustained during the rental.



- e) Any damage caused to the vehicle due to the use of snow chains.
- f) Any damage caused to the vehicle because total load (kg) has exceeded recommended load.
- g) Any damage due to use of incorrect or contaminated fuel.
- h) Any damage caused by filling any of the vehicles holding tanks with any incorrect fluid or substances.
- i) Any damage that has occurred to the vehicle which could have been avoidable. For example, driving with hand brake on.
- j) Any roof damage occurred due to entering, underestimating, or not following height restrictions, parking underneath a tree or by climbing/sitting on the roof.
- k) All costs because of breakages, loss, theft or defacement of the vehicle's exterior, interior, and accessories regardless of who is at fault.
- l) In an event where 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, TaT is authorised to charge a min. amount of NZD5,000 from the Hirers registered credit card, until the insurance claim is settled.
- m) Any cost to retrieve or recover a vehicle, which has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned.
- n) Any cost to replace keys, which have become broken, lost, stolen, or retrieval of keys, which have been locked in the vehicle.
- o) Any damages caused by 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.
- p) used to tow any vehicle or trailer.

16. CREDIT CARD AUTHORISATION AND SECURITY BOND

The Hirer must provide a valid credit card (Mastercard or Visa) to pay the security bond which is equivalent to the insurance excess applicable. The Bond is fully refundable after the hire of the vehicle provided that:

- a) The vehicle has been returned to the agreed location and at the agreed time (NZD1,000 fee).
- b) The vehicle is returned in a reasonable clean condition inside and outside (fees may apply).
- c) The vehicle is returned with a full fuel tank (fees may apply).
- d) The vehicle is returned with full LPG gas bottles (fees may apply).
- e) The vehicle is returned with an empty toilet cassette and wastewater tank (fees may apply).
- f) No evidence of smoking in the vehicle has been found.
- g) No damage has incurred to the vehicle or any 3rd party property.
- h) The insurance exclusions have not been violated.
- i) All infringement notices, traffic fines or toll road charges have been paid.
- j) The Road User Recovery Charge at the rate specified at the commencement of the hire period has been paid.
- k) No items of TaT have been lost, stolen, or damaged.

The Hirer agrees that the registered credit card will be charged, or the security bond be used to cover any cost.

17. 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 Hirer must:

- a) Obtain the names and addresses of third parties and any witnesses.
- b) Report the accident to police (call 111 when necessary) regardless of estimated damage costs.
- c) Not accept blame or insist the other party is at fault.
- d) If possible, photograph damage to all vehicle(s) and registration number(s).
- e) Phone the TaT branch on 0800 887 701 with the accident details within 24 hours.
- f) Complete the provided accident claim form and email it along with any photos and additional information within 24 hours to info@tatoffice.com.

B. Exchange Vehicle:

- a) 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 incur.
- b) If an exchange vehicle is required because of major accident damages to the vehicle, the Hirer is responsible for making their own way to the nearest TaT Branch or pick up location at their own cost.



- c) TaT may offer the Hirer the option of paying an exchange vehicle relocation fee to send a driver to deliver the exchange vehicle to the Hirers location.
- d) The Hirer will pay for any costs relating to delivery of a change of vehicle because of any single vehicle accident.
- e) The Hirer acknowledges that a new Rental Agreement and new Terms and Conditions will be superseded by the vehicle exchange.

C. Time frame for settlement of hirer's liability claims will be handled as quickly as possible.

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

TaT as owner of the vehicle is liable for all parking, freedom camping, unpaid toll roads 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 to paying the charges but will email copies of the relevant documents to the Hirer. In circumstances of credit card failure TaT will forward the Hirer's home address to the New Zealand Authorities. TaT will charge a NZD 50 handling fee for each issued camping, parking or traffic violation and toll road fees.

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

TaT shall have the right to terminate this agreement and take immediate possession of the vehicle if:

- a) The Hirer is found not to be competent enough to operate the vehicle
- b) There have been reports of dangerous driving by NZ Police
- c) The Hirer fails to comply with any terms of this agreement
- d) If the vehicle is damaged and no longer roadworthy
- e) The vehicle has been abandoned

The termination of the hiring under the authority of this clause shall be without prejudice to the rights of TaT. A termination of this agreement for the above reasons, does not entitle the Hirer to a replacement vehicle or a refund of either the charges for the unused rental days or the security bond.

20. FORCE MAJEURE

In no event shall Tourism and Travel Holdings Limited be liable for any failure or delay in the performance of its obligation under this agreement arising out of or caused by, directly or indirectly, including but not limited to acts of God, a natural disaster (earthquake, tsunami, volcanic eruption, flood or wildfire), public health event: epidemic/pandemic, weather event (storm and tornado), strike, terrorist act, government, regional or local authority restrictions in border closure, restrictions on people or vehicle movement or access, business operation restrictions), a change in law or any other circumstances beyond the reasonable control of Tourism and Travel. However, TaT may, entirely at its discretion, issue a credit entitling the Hirer to apply any payments made against any future Rental Agreement between the Hirer and TaT.

The Hirer agrees to be bound by and accepts the terms and conditions of hire as set out herein and acknowledges and declares that he has read and fully understands this agreement (Note: You should not sign this unless you are sure you understand its effect).

Signature of Hirer

Signature on behalf of Tourism and Travel Holdings LTD

Date