

Terms and Conditions

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This Agreement is made on the date specified on the Rental Agreement between Camperland and the Hirer whose name and address appears on the Rental Agreement. Camperland and the Hirer agree as follows:

You are obliged to read this document thoroughly and ask for clarification of any points you do not understand.

1. Definitions

“**Agreement**” refers to the Rental Agreement along with these Terms and Conditions.

“**Consumer**” is defined as a consumer in accordance with section 2 of the Consumer Guarantees Act 1993.

“**Hirer**” designates the individual or individuals named as the hirer, including all authorized drivers and any person whose credit card is used for payment or who is otherwise responsible for any payments related to the rental or the security bond.

“**Camperland**” means Camperland Limited.

“**Vehicle**” refers to the vehicle specified in the Rental Agreement, along with any replacement vehicle. This includes all equipment, accessories, tires, tools, or any additional hire items.

“**We**” represents Camperland, and “**our**” corresponds to this meaning.

“**You**” indicates the Hirer under this Agreement, and “**your**” has a related meaning.

2. Vehicle Condition, Pick-up, and Drop-off

2.1 The Vehicle will be provided to you in optimal working condition. Subject to your rights under this Agreement, you are obligated to return the Vehicle in the same condition, with the exception of ordinary wear and tear (excluding any damage to the windscreen or tires). All tools, tires, accessories, and equipment must be returned to the designated location specified in the Rental Agreement by the agreed-upon date, or earlier if requested by Camperland.

2.2 Any pre-existing damage to the Vehicle will be documented on the Condition Report prepared at the time of rental.

2.3 Vehicle pick-up services are available Monday through Friday from 10:00 AM to 3:00 PM and on Saturdays from 10:00 AM to 12:00 PM. Vehicle drop-offs are required to be completed by 3:00 PM, Monday through Friday, and by 12:00 PM on Saturdays. There will be no pick-ups or drop-offs on Sundays or public holidays.

2.4 Please note that our branches are subject to shortened low season opening hours. These hours are 10:00 am to 3:00 pm weekdays and closed Saturday and Sunday. Low season is from 1st May to 30st September.

2.5 It is important to note that there will be no refunds for late pick-up or early return of the Vehicle. Hirers will be charged for the entire duration of the booking, regardless of the actual time utilized. We highly recommend that Hirers procure their own premium travel insurance to mitigate the risk associated with the early return of a Vehicle. A credit voucher for unused days (exceeding 14 days) may be issued, contingent upon prior written approval from Camperland before returning the Vehicle. The credit value will be determined based on the daily rate only. Modifications to the date or location may incur additional charges, with a new daily rate being calculated for the adjusted drop-off date, which may surpass the originally booked rate. Please be informed that no credit will be provided for optional extras or damage liability (Protection Plus or Protection Plus Value Pack). A \$100 administration fee will be applied. The credit voucher may be utilized for new reservations made directly with Camperland by the original Hirer and is subject to standard terms and conditions.

2.6 A grace period of 30 minutes will apply following the return time indicated in the Rental Agreement. Should the Vehicle not be returned within this grace period, a fee of \$250 will be incurred. Vehicles returned late may also result in an additional charge of \$250 per day and may be reported to authorities as stolen.

2.7 Camperland reserves the right to repossess the Vehicle without prior notice and at your expense under the following circumstances: if the Vehicle is illegally parked, if it is used in violation of applicable laws, if any terms of this Agreement are breached, or if the Vehicle appears abandoned.

3.Change of Drop off Location

3.1 Any modifications to the return location must receive prior authorization from Camperland Central Reservations and are contingent upon future bookings and availability. A request for a change in the drop-off location is only confirmed once the associated fee has been accepted, processed, and written confirmation has been provided. It is important to note that informal discussions with Camperland staff do not constitute official authorization. An approved change of location may incur a fee of up to \$500. To initiate a request for a change in the drop-off location, please reach out to **Central Reservations at your earliest convenience using the designated FREECALL number (for landline calls only) 080 020 0666 (for mobile and international inquiries)**. All requests are subject to availability.

3.2 Any unauthorized alterations to the drop-off location will result in the Hirer being held accountable for the full costs associated with relocating the vehicle to its intended destination, in addition to any rental fees lost by Camperland due to the vehicle's unavailability for subsequent bookings at the originally agreed-upon drop-off location.

4.Rental Duration, Kilometres, and One-Way Fees

4.1 The rental period commences on the day the vehicle is collected and concludes on the day it is returned, irrespective of the times of collection or return.

4.2 For same-city returns, the minimum rental period is established at 5 days. In the case of one-way rentals, the minimum duration ranges from 10 to 35 days, contingent upon specific circumstances.

4.3 A one-way fee may be applicable, which can vary according to location, seasonal demand, and the duration of the booking.

4.4 All vehicles come with unlimited kilometres included in the rental fee.

All rates are presented in New Zealand Dollars and encompass GST.

5.Multiple Rentals Policy

Consecutive rentals may be combined to qualify for a long-term discount rate, provided that all travel occurs within a three-month period. When a vehicle is returned and a new vehicle is picked up on the same day, each rental will be billed separately according to its respective rate. It is important to note that multiple rentals are considered individual transactions, particularly concerning one-way fees and minimum rental period requirements.

6.Rental Extensions and Amendments

6.1 Should the Hirer wish to extend the rental period while the Vehicle is on hire, it is essential to obtain written authorization from Camperland's Central Reservations. Please note that a casual conversation with a staff member at a Camperland branch does not constitute authorization. An extension request will be considered authorized only when it has been explicitly approved and confirmed in writing. The Hirer is required to specify a new date for the extension, and the associated extension fee must be paid in full. It is important to recognize that requests made one or two days prior to the scheduled drop-off may be declined due to prior bookings for the Vehicle. To initiate an extension request, please contact **Central Reservations as early**

as possible by using the FREECALL number (available from landlines only) at 080 020 0666 (for mobile and international inquiries).

6.2 Please be advised that no refunds will be issued for any booking amendments made to the rental dates within 28 days of the collection date, should this result in a shortened rental period. The rental charges will reflect the original number of days booked. Additionally, a relocation fee may apply if there are changes to the collection or return location within 28 days of Vehicle pickup.

6.3 A booking change fee of up to \$250 may apply for alterations to same-city return bookings made within 28 days of the pickup date. For one-way rental bookings, a fee of up to \$500 may be applicable for changes made within the same timeframe. However, no fees will be incurred for any modifications made to bookings that are outside of the 28-day window from the pickup date.

7. Change of Vehicle

7.1 We reserve the right to substitute a comparable or superior vehicle at no additional cost should unforeseen circumstances occur. Such substitutions will not constitute a breach of contract, and no refunds will be provided.

7.2 If you elect to downgrade your vehicle from your original reservation, please note that you will not be eligible for any refunds.

8. Rental Refusal

Camperland maintains the right to refuse any rental at its discretion.

9. Driver's License

9.1 A valid full driver's license (state, national, or international) is required for each designated Hirer and must be presented at the time of rental.

9.2 If the driver's license is not in English, an international driver's license is also required. An official English translation will be accepted in lieu of an international driving license. This translation must be provided by an authorized translator recognized by the NZ Transport Agency, a diplomatic representative, or the issuing authority of the original overseas license.

9.3 A fee of \$1 per day will be charged for each additional driver, payable at the time of vehicle pickup. This fee applies up to a maximum of \$25 (for 25 days); fees will not apply thereafter. A maximum of four additional drivers may be registered.

9.4 All additional drivers must be documented and sign the Rental Agreement in person at a Camperland branch. Any drivers added during the rental period will be required to pay the relevant Extra Driver fee for the entire duration of the booking.

9.5 Only individuals who are named in and have signed the Rental Agreement are authorized to operate the vehicle.

10. Minimum and Maximum Age

10.1 The minimum age for all drivers is established at 18 years.

10.2 The maximum age for all drivers is set at 80 years.

11. Use of the Vehicle

11.1 Individuals who are prohibited from operating the Vehicle include:

11.1.1 Any person not identified in the Rental Agreement.

11.1.2 Any individual who does not possess a license appropriate for the specified class of Vehicle.

11.1.3 Any person whose blood alcohol concentration exceeds the legally permitted limit.

11.1.4 Any individual who has provided, or for whom false details have been provided, regarding their name, age, address, or driver's license information.

11.1.5 Any person whose driver's license has been cancelled or suspended within the previous three years.

11.2 The following circumstances are considered violations of acceptable Vehicle use:

11.2.1 Using the Vehicle to transport individuals for hire or reward.

11.2.2 Transporting flammable, explosive, or corrosive materials.

11.2.3 Towing or propelling any vehicle, trailer, boat, or other object without prior written authorization from Camperland.

11.2.4 Exceeding legal limits regarding load or passenger capacity, or using the Vehicle for purposes other than those for which it was designed.

11.2.5 Engaging in racing, pacemaking, reliability trials, speed trials, hill climbing, or testing in preparation for such activities.

11.2.6 Operating the Vehicle in a dangerous or careless manner.

11.2.7 Using the Vehicle for any illegal purpose.

11.2.8 Violating any New Zealand Road Rules.

11.3 The Hirer acknowledges that Camperland retains ownership of the Vehicle at all times. The Hirer shall not agree to, attempt to, or offer to sell, assign, sublet, lend, pledge, mortgage, hire out, or otherwise part with, or attempt to part with, possession of the Vehicle.

11.4 Smoking, transporting pets or other animals (with the exception of registered guide dogs), and using candles or mosquito coils within the Vehicle are strictly prohibited.

12. GPS Units and Tablets

12.1 A daily rental fee of \$7 applies for the GPS unit, with charges applicable for a maximum of 20 days, not to exceed \$140.

12.2 A daily rental fee of \$10 applies for the tablet, with charges applicable for a maximum of 15 days, not to exceed \$150.

12.3 The Hirer is liable for up to \$250 in the event that the GPS unit, tablet, mount, charger, or carrying case is lost, missing, or damaged during the rental period. The Hirer is responsible for ensuring that due care is taken to protect the GPS unit and tablet, ensuring that they are kept out of sight when the Vehicle is unattended. Additionally, the Hirer must adhere to all usage and safety guidelines provided by both the manufacturer of the GPS unit or tablet and Camperland.

13. Self-Contained Certification

Certain campervans are equipped with a self-contained certificate, which includes the provision of a toilet (Fixed Toilet). Please note that the certificate remains invalid without the toilet. It is the renter's responsibility to ensure that the toilet is emptied and cleaned before returning the vehicle; failure to do so will result in a charge of \$150.

14. Living and Camping Kits

All vehicles will be supplied with essential living equipment, including bedding, cooking supplies, cutlery, bath towels, and tea towels, at the following one-time fees:

14.1 For 2- and 3-berth campervans, the fee is \$45.

14.2 For 4-berth campervans, the fee is \$75. Equipment for a fifth person can be added for an additional cost of \$25.

15. App, Maps, and Campground Guides

For comprehensive road trip information, we recommend downloading the Campermate App, available for free from the App Store or Google Play. This app provides valuable resources, including attractions, campground locations, toilets, ATMs, petrol stations, and more.

16. Baby and Booster Seats

16.1 According to New Zealand child restraint laws, all children under 7 years of age must be properly secured in an approved child restraint system.

16.2 Baby seats can be provided for a fee of \$45, not suitable with 3-berth campervan.

16.3 For children aged 4 to 7 years, a booster seat can be supplied for a one-time fee of \$45, suitable for use in all vehicles.

16.4 The availability of all child restraints is subject to stock. **The responsibility for proper installation of the restraints lies with the hirer.**

17. Gas Bottle

The hirer acknowledges receipt of the vehicle's gas bottle, which will be full upon pick-up (if applicable). The vehicle must be returned with a full gas bottle unless the prepaid gas option for \$35 is selected. If the gas bottle is not full upon return, a fee of \$50 will be applied.

18. Cleaning Fee

All vehicles must be returned in a washed, vacuumed, and tidy condition. Alternatively, the requirement to return the vehicle clean may be waived for a fee of \$100, payable at any time. However, this does not permit the return of the vehicle in an excessively dirty state; a minimum fee of \$200 will be charged if the vehicle is returned in an unsatisfactory condition.

19. Cancellation Fees

For pick-ups on or after December 1, 2024, the following cancellation fees apply:

- Cancellations made within 14 days of pick-up: \$200
- Cancellations made within 7 days of pick-up: 50% of the total rental cost
- Cancellations on the day of pick-up or in the case of a no-show: No refund of the total rental cost.

Please note that late pick-ups and early returns of the vehicle are not eligible for refunds. Refer to clause 2.5 for details on credit vouchers.

20. Deposits and Payment

20.1 For direct bookings, a minimum deposit of \$250 is required at the time of reservation to secure your booking. Reservations are not confirmed until the deposit is received.

20.2 The full balance for the rental period is due upon pick-up of the vehicle. Payments may be made via cash, debit, or credit card.

20.3 We accept Visa, MasterCard, and American Express, which incur a non-refundable payment administration fee of 2.9% on all transactions.

20.4 For overseas debit or credit card transactions processed in the cardholder's home currency, the foreign exchange rate applied will be determined by our merchant supplier at the time of processing. Due to fluctuations in exchange rates, there

may be variances in the amounts charged or refunded compared to the initial charges. The customer agrees to release Camperland from any liability regarding such variations.

20.5 Camperland reserves the right to retain the hirer's credit card details in accordance with the Payment Card Industry Data Security Standards and may take necessary action to recover any amounts owed by the hirer, including charges related to vehicle damage or third-party property damage and any additional charges as outlined in this agreement.

21. Traffic Infringements and Tolls

21.1 A non-refundable processing fee of \$75 will be applied for each infringement, toll notice, or offense. This fee is intended to cover the processing costs associated with any speeding, parking fines, traffic infringements, toll notices, or Freedom Camping violations.

21.2 Camperland will promptly provide you with a copy of the relevant infringement or fine notice and any subsequent reminder notice as soon as it is received. It is important to note that the receipt of an infringement may take several weeks after the vehicle has been returned, and this timeline is governed by the issuing authority.

21.3 You consent to the sharing of your credit card information and any relevant personal details pertaining to the vehicle rental with a third party for the purpose of direct communication regarding the processing and administration of all infringement and fine notices received by Camperland in relation to your usage of the vehicle.

21.4 For inquiries regarding infringements and notices, please refer to the contact details specified on the relevant traffic and/or toll infringement notice. You retain the right to question, challenge, or appeal the issuing authority of the infringement notice, or to pursue legal action within the timeframe indicated on that notice.

21.5 The Hirer remains responsible for the payment of the original fine or toll.

22. Road Restrictions and Island Trips

22.1 Vehicles are permitted to be driven only on sealed or bitumen roads, or well-maintained access roads that are less than 500 meters in length to recognized campgrounds and parking areas. Travel on unsealed roads will void any liability reduction options stated in Clause 27 of this Agreement and will render the Hirer liable under Clause 28 for the total cost of any damage caused or contributed to by traveling on such roads.

22.2 Camperland reserves the right to restrict vehicle movements in certain areas at its sole discretion due to adverse road or weather conditions.

22.3 Camperland vehicles are **prohibited** from traveling on Ninety Mile Beach (Northland), Skippers Road (Queenstown), Crown Range Road (Queenstown), Ball Hut Road (Mt Cook), or the Coromandel Peninsula north of Colville Township. Furthermore, vehicles are not permitted on any ski field access roads between June 1 and October 31. Unauthorized travel will nullify any liability reduction options under Clause 27 and hold the Hirer accountable under Clause 28 for all associated rental costs, including servicing, breakdown, recovery, and the potential loss of the security bond.

22.4 Should Camperland have reason to suspect that your vehicle has been driven on unsealed roads, the security bond will be retained until a comprehensive inspection confirms whether any damage has occurred. The Hirer will be held liable for any damage determined. If, after inspection, the vehicle is found to have been off-road, but no damage is evident, a charge of \$250 will be applied for a breach of duty.

23. Customer Care and On-Road Assistance

23.1 A **24-hour roadside assistance service is provided by AUTO CLUB**. For any vehicle requiring roadside assistance, please contact us at **022 582 0306**.

23.2 Roadside Assistance Call-Outs due to the Hirer's error or non-mechanical issues—including running out of fuel, flat batteries resulting from leaving lights or the engine on, keys locked inside the vehicle, or becoming bogged—will incur a

charge of \$165, payable directly to the roadside assistance provider. This fee is non-refundable by Camperland.

23.3 Camperland provides a freecall customer assistance telephone line (available from landlines only) at 080 020 0666 for mobile and international calls, where charges may apply. Please reach out if you have any inquiries during your rental period.

23.4 The Camperland customer assistance service operates from 9:00 AM to 6:00 PM, Monday to Saturday, and from 11:00 AM to 3:00 PM on Sundays and public holidays.

23.5 Weekend & Public Holiday Limited Service: The Camperland customer assistance telephone line is available as a courtesy for Hirers who may require urgent support. Please be advised that on weekends, many support services, such as mechanical garages, are closed, which may limit available assistance.

23.6 We kindly request that weekend calls to the customer assistance line are restricted to emergency situations only.

23.7 For inquiries related to administration, extensions, account questions, or minor mechanical issues, please contact us Monday to Friday from 9:00 AM to 5:00 PM.

23.8 Please note that Camperland does not operate a 24/7 customer assistance line.

24. Repairs and Mechanical Breakdowns

24.1 Camperland prioritizes the maintenance and servicing of our vehicles to ensure a high standard of reliability. However, we acknowledge that occasional mechanical malfunctions may occur. Minor repairs, which cost less than \$100, may be conducted without prior authorization. Reimbursement for such repairs will be processed upon completion of the rental, contingent upon the submission of tax invoices.

24.2 Should you encounter any issues, regardless of their severity, we kindly ask that you contact our **FREECALL Customer Assistance Line at 080 020 0666 for mobile and overseas calls to receive further guidance and assistance.** For repairs exceeding \$100, it is imperative that you inform Camperland and obtain the necessary approval prior to undertaking any work. Typically, repairs will be authorized if the Hirer is not directly responsible for the damage, but please note that approval will be evaluated on a case-by-case basis. Submission of tax invoices is mandatory for reimbursement consideration.

24.3 In accordance with your rights under Consumer Law, should the vehicle become inoperable as a result of a defect or breakdown, Camperland's liability is limited to refunding the hire fees (excluding any liability option reduction amount) for the duration the vehicle is undergoing repairs, or providing a replacement vehicle, subject to availability. Additionally, Camperland may extend the rental period as an alternative to providing a refund. Please be aware that we cannot assume responsibility for costs associated with alternative accommodations, travel expenses (including transportation to collect a designated replacement vehicle), meals, or any incidental expenses arising from the breakdown, accident, or repair of the vehicle.

24.4 We would like to emphasize that any challenges you may face with the vehicle, particularly those related to timing (e.g., weekends and public holidays) or location (e.g., remote areas), are considerations that should be taken into account prior to renting a vehicle. By choosing to rent a motor vehicle, you acknowledge the possibility of delays caused by the unavailability of parts or services and agree to release Camperland from any claims that may arise in connection with the timing or location of such issues. We recommend that all renters remain attentive to these factors and address any potential concerns proactively.

24.5 Our responsibility to provide a rental extension or refund for hire fees is **conditional upon the timely reporting of any vehicle-related problems, including equipment malfunctions, to Camperland within a 24-hour window.** This allows us the opportunity to address and rectify the issue effectively.

24.6 Please note that malfunctions related to non-mechanical systems, such as audio systems, cabin lights, air conditioning, refrigerators, microwaves, and sink water pumps, are not classified as mechanical breakdowns and, consequently, will not qualify for downtime reimbursement.

25. Fuel, Fluids, and Tyres Policy

25.1 Fuel Policy: To ensure a smooth experience, the vehicle's fuel tank is filled upon pickup and should be returned in the same condition by the Hirer. A refuelling charge of \$2.90 per litre, in addition to a \$50 service fee, will apply if the vehicle is returned without a full tank, which covers the necessary labour for refuelling. Hirers are required to provide fuel receipts upon returning the vehicle to verify that refuelling was completed within 10 kilometres of the return location.

25.2 Important — Oil and Water Levels: The Hirer is responsible for regularly checking and maintaining all fluid levels at least once daily. Any defects, regardless of their severity, must be promptly addressed and reported to Camperland at the FREECALL number 080 020 0666 (from mobiles and overseas). It is important to note that simply topping up coolant in a vehicle that is experiencing a loss of fluid does not constitute an adequate remedy. A proper diagnosis and repair must be conducted. Camperland emphasizes the necessity of adhering to these responsibilities, as continued operation of the vehicle under such conditions could lead to significant engine damage, thereby making the Hirer liable under Clause 28 of this Agreement and nullifying any liability reduction options under Clause 27.

Important: If the vehicle requires the addition of more than half a litre of water daily, it is imperative to contact us immediately.

25.3 Important — Tyres: The Hirer must conduct daily inspections of the vehicle's tyres, assessing conditions such as tread depth, uneven wear, and visible damage. Any defects identified must be reported immediately to Camperland at the FREECALL number 080 020 0666 (from mobiles and overseas). Ensuring the safety and integrity of the vehicle is of utmost importance. Continued operation of the vehicle after a defect is identified may lead to serious injury or damage for which the Hirer would be held responsible under Clause 28 of this Agreement, thus voiding any applicable liability reduction options under Clause 27.

25.4 Important — Avoiding Overheating: We stress the critical importance of refraining from driving if the vehicle exhibits signs of overheating or if there is an existing cooling system issue. Should the temperature gauge indicate any abnormal readings, it is essential to stop the vehicle immediately, investigate the concern, and contact Camperland using the FREECALL number 080 020 0666 (from mobiles and overseas). Delaying action until the vehicle has cooled down can result in catastrophic engine damage, for which the Hirer would be liable. Further, operating a vehicle with a malfunctioning temperature gauge could lead to additional damage, making the Hirer subject to liability under Clause 28 of this Agreement and voiding any liability reduction options under Clause 27.

25.5 Important — Water Crossing and Charges: Please refrain from attempting to drive across flooded roadways. Any damage incurred from driving or submerging the vehicle in water will render the Hirer liable under Clause 28 of this Agreement, thus voiding any liability reduction options stated in Clause 27.

26. Accidents, Personal Injury, Property Damage, and Insurance Coverage

26.1 In the event of an accident, the following actions are required:

- 26.1.1 Document the location, date, and time of the accident.
- 26.1.2 Gather the names, addresses, and vehicle registrations of all third parties and any witnesses involved.
- 26.1.3 Record the name of the insurance company for the other party.
- 26.1.4 Refrain from accepting blame or liability or asserting that the other party is at fault.
- 26.1.5 Report the accident to law enforcement within 24 hours.
- 26.1.6 Notify Camperland within 24 hours of the accident.
- 26.1.7 Complete the Camperland Accident Form.

26.2 In New Zealand, all individuals, including visitors, are entitled to 24/7 no-fault coverage for medical expenses resulting from injuries sustained in accidents, as provided under the Accident Compensation scheme (ACC). This scheme is funded through a levy included in vehicle licensing fees. For comprehensive information, please contact The Accident Compensation Corporation (NZ) at www.acc.co.nz. This coverage extends to all parties involved in the accident, including third parties, but is not a substitute for travel insurance and does not cover illnesses, disrupted travel plans, or emergency travel arrangements to return home. It is strongly recommended that travellers obtain travel insurance prior to visiting New Zealand.

26.3 Subject to the terms outlined in this Agreement, Camperland will extend to you the benefit of its insurance for loss or damage to the vehicle (including legal costs incurred with our consent) and for any third-party damage, excluding property owned by you or in your custody or control.

26.4 The benefits referred to in 26.3 will not apply under the following circumstances:

26.4.1 If the applicable security bond or liability reduction option amount stated in the Rental Agreement remains unpaid.

26.4.2 If you, or any other individual, have violated any terms of this Agreement, including the special conditions outlined in the Rental Agreement.

26.4.3 If you are not covered by any other insurance policy.

26.4.4 If you fail to provide the necessary information and assistance as requested, and if required, fail to authorize Camperland's insurer to initiate, defend, or settle legal proceedings at its discretion, while Camperland retains sole conduct of such proceedings.

26.4.5 Should coverage be extended to you by our insurer:

26.4.5.1 You authorize our insurer to initiate, defend, or settle legal proceedings at its discretion.

26.4.5.2 Our insurer will retain sole conduct of all such proceedings.

26.4.5.3 Any proceedings shall be initiated or defended in your name.

26.5 A valid Visa or MasterCard credit card is required for the security bond. Should you not possess a valid Visa or MasterCard, please contact us so that we may provide you with a credit card authorization form, allowing the use of a family member's or guarantor's credit card.

26.6 A security bond must be presented upon the vehicle's pick-up. The amount of this security bond is determined by the applicable liability reduction option selected by the Hirer. Payment of the security bond is accepted solely through a signed credit card preauthorization, ensuring sufficient funds are available. Please note that the security bond amount will not be charged to your account at this initial stage.

26.7 In the event of an accident, the Hirer is responsible for any loss or damage to third-party property as well as the vehicle, up to the limit of the applicable security bond.** This responsibility remains except in instances where any agreement terms have been breached, which would render the Hirer liable in accordance with Clause 28 and void any liability reduction options under Clause 27. Additionally, the Hirer will be liable for a \$190 administration fee and the costs associated with demurrage for the duration that the vehicle is unavailable due to repairs. The security bond is required irrespective of fault and must be settled at the time the accident is reported to Camperland, as opposed to at the conclusion of the rental period.

26.8 One security bond will be required per incident of accident or damage, rather than per rental. Consequently, upon reporting an accident to Camperland, another security bond must be preauthorized to allow for the continuation of the rental.

26.9 In situations where the vehicle is rendered inoperative due to an accident, Camperland will determine whether an alternative vehicle will be provided at their discretion.

26.10 If the vehicle is no longer operational and no alternative vehicle is available to the Hirer, our liability is limited to a reimbursement of any remaining unused rental charges.

26.11 In cases where there is damage to the vehicle upon its return, the security bond will be utilized to cover repair costs up to the extent of the Hirer's liability. Should any damage arise as a result of violating the terms of this Agreement and the

security bond is insufficient to cover the damages, the additional costs will be charged to the Hirer.

26.12 In the case of a no-fault accident, Camperland will strive to recover the associated costs from the third party involved and subsequently refund the Hirer. Any recovered costs from the responsible party will incur a minimum administration fee of \$190.

26.13 The Hirer acknowledges that third-party claims relating to accidents may require an extended period for resolution, occasionally spanning several months or years.

26.14 All accidents and other forms of damage must be reported to the **FREECALL Customer Assistance Line at 080 020 0666 (for calls from mobile devices or overseas) within 24 hours of the incident.**

27. Security Bond and Liability Reduction Options

27.1 Camperland's rental charge encompasses Standard Protection. At the time of signing this agreement, a security bond of \$3,500 will be pre-authorized on your credit card by Camperland. Please be advised that certain exclusions to the Standard Protection are specified in the table below.

27.2 Liability Reduction Options: To enhance your protection and reduce the amount of the security bond, you may elect to purchase one of the liability reduction options outlined below.

	Liability Reduction Options	
	Standard Protection	Protection Pack
Cost per day	Included in daily rate	\$35
Security Bond	\$3,500	\$0
Single Vehicle Rollover* or Write-Off Liability	Hirer pays full cost of damage to vehicle (or market value if written off) up to \$50,000	Hirer pays up to \$10,000
Windscreen: repairs and replacements	Not included	One front windscreen
Tyres: repairs and replacements	Not included	Two Tyres
Extra Driver and Accessories	Not included	One additional driver, 2 chairs & 1 external table included

Note: A Single Vehicle Rollover may refer to a vehicle that has rolled, tipped, or fallen over, resulting in damage to the side and/or roof area. The Protection Pack option is applicable for a maximum duration of 50 days for all vehicles.

27.3 Additional Waivers of Liability

Windscreen Waiver: Upon purchasing the windscreen waiver, the Hirer will not be held responsible for the replacement cost of the first windscreen (side and rear windows are excluded). The fee is \$4.50 per day, up to a maximum of \$112.50. Without this waiver, the cost for windscreen chips will be \$90 each; more than three chips will incur a \$450 windscreen replacement fee.

Tyre Waiver: If the tyre waiver is purchased, the Hirer will not be liable for the replacement of up to two damaged tyres during the rental period. This option is available for \$4.50 per day, up to a maximum of \$112.50.

Should you choose the Protection Pack liability reduction option, a credit card imprint will be retained as security for any potential breaches of the terms outlined in this agreement or for any administrative fees associated with infringement notices

28. Full Responsibility

28.1 The Hirer assumes full responsibility for all fees, damages, expenses, and/or costs arising from the following:

- 28.1.1 Loss or damage resulting from a breach of the terms of this Agreement by the Hirer or any authorized driver.
- 28.1.2 Loss or damage incurred from the use of the Vehicle in violation of clauses 11, 22, or 25 of this Agreement.
- 28.1.3 Damage to the Vehicle due to imprudent or careless driving.
- 28.1.4 Damage resulting from driving on unsealed roads or engaging in beach driving.
- 28.1.5 Damage incurred from partial or total submersion of the Vehicle in any water source, including floodwater, river water, saltwater, or similar.
- 28.1.6 Damage to the Vehicle resulting from the Hirer's wilful or reckless actions, including behaviour such as sitting or standing on the bonnet or roof.
- 28.1.7 Damage caused by the use of incorrect or contaminated fuel.
- 28.1.8 Damage stemming from the use or misuse of snow chains.
- 28.1.9 Damage or loss of any personal belongings.
- 28.1.10 Damage to the awning, overhead (roof), or underbody of the Vehicle.
- 28.1.11 Damage resulting from the Hirer's failure to conduct tire checks, maintain proper fluid and fuel levels, or promptly rectify or report any known defects.
- 28.1.12 Costs associated with replacing keys that are lost, broken, damaged, or stolen, as well as retrieval of keys locked inside the Vehicle or loss due to the Vehicle being left unlocked.
- 28.1.13 Loss or damage deemed by local authorities as careless or wilful due to non-compliance with any applicable laws or regulations governing vehicular traffic.
- 28.1.14 Damage resulting from the Hirer's failure to implement reasonable safety measures for the Vehicle, its parts, or accessories, or from non-compliance with restrictions of use, including any abuse or misuse of the Vehicle.
- 28.1.15 Costs incurred for the recovery of the Vehicle in the event it becomes stuck in wet ground, sand, or mud.
- 28.1.16 Damage to or loss of personal belongings belonging to the Hirer or any passengers within the Vehicle.

28.2 This clause 28, along with clause 26 of this Agreement, shall survive the termination of this Agreement.

29. Financial Obligations and Payment of Charges

29.1 The Hirer is responsible for, and by entering into this Agreement authorizes Camperland to debit the provided credit card or alternative payment method for the following charges, with any outstanding balances due upon demand:

- 29.1.1 All rental charges as outlined in the Rental Agreement.
- 29.1.2 Any charges assessed against Camperland relating to parking or traffic violations incurred during the rental period or until the Vehicle is returned to Camperland.
- 29.1.3 The applicable security bond in the event of an accident.
- 29.1.4 All loss or damage as referenced in clause 28.

29.2 In instances where the Rental Agreement includes multiple Hirers, all Hirers shall be jointly and severally responsible under this Agreement.

30. General Provisions

30.1 Except as mandated by law, no driver or passenger in the vehicle shall be regarded as an agent, servant, or employee of Camperland for any purpose.

30.2 To the extent permitted by law, Camperland does not offer any express or implied warranties regarding any matters, including, but not limited to, the condition of the vehicle and equipment, their merchantability, or their suitability for any particular purpose.

30.3 No right of Camperland under this Agreement may be waived unless such waiver is provided in writing by an authorized officer of Camperland. Any waiver of a party's rights shall be effective only if expressed in writing and applicable solely to the specific circumstance for which it was granted. The failure of either party to exercise any right under this Agreement shall not be construed as a waiver of that right. Furthermore, the exercise of any right in part does not preclude further exercise of that right or the exercise of any other rights.

30.4 This Agreement represents the complete understanding between the parties, and there are no other oral agreements, representations, warranties, or understandings related to the subject matter of this Agreement that have been relied upon by the Hirer.

30.5 The illegality, invalidity, or unenforceability of any provision of this Agreement shall not impact the legality, validity, or enforceability of the remaining provisions, nor shall it affect the legality, validity, or enforceability of that provision under the laws of any other jurisdiction.

30.6 All charges and expenses payable by the Hirer pursuant to this Agreement are due upon demand by Camperland, including any collection costs and reasonable legal fees incurred by Camperland.

30.7 The Hirer shall not assign or novate this Agreement, or any rights or obligations under it, without the prior written consent of Camperland. The Hirer hereby authorizes Camperland to subcontract any services under this Agreement at its discretion.

31. Relocation Conditions

A 'relocation' refers to a necessary movement of vehicles between branches to accommodate full fee-paying reservations. Camperland provides relocation vehicles at a significantly reduced rate, subject to strict time constraints aligned with the logistical requirements of the vehicle movement. For those seeking longer rental periods or greater flexibility, we encourage inquiries regarding Camperland's competitive standard rental rates.

31.1 The rental of relocation vehicles is governed by the standard Terms & Conditions of Camperland.

31.2 Relocations must be returned within the specified timeframe established by Camperland and may be available for as little as \$1.00 per day.

31.3 Relocation vehicles may be collected only after 1 PM on the day of pickup. Please note that relocations are not available on Saturdays.

31.4 A security bond of \$3,500 applies to each relocation, which will be pre-authorized on the Hirer's credit card at the time of vehicle hire. There are no options for liability reduction to lower this security bond for relocations.

31.5 A minimum cancellation fee of \$200 applies to any confirmed relocation bookings that are cancelled or if the vehicle is not collected on the agreed-upon date.

31.6 Late returns will incur penalties of \$500 per day, as relocations are necessary to fulfil full fee-paying reservations.

31.7 Requests to extend relocations will be considered based on availability; if approved, such extensions will be charged at the standard daily rental rate from the first day. Minimum rental periods may also apply.

32. Limit of Liability and Indemnity

32.1 This Agreement does not exclude, restrict, or modify any express or implied conditions, warranties, or requirements that cannot be excluded under New Zealand law, including those stipulated in the Fair Trading Act 1986 and the Consumer Guarantees Act 1993.

32.2 Camperland shall not be held liable to the Hirer for any loss, harm, damage, cost, or expense (including legal fees) resulting from special, indirect, or consequential loss or damage. This includes, but is not limited to, economic loss, loss of contract, loss of profit or revenue, or loss of opportunity.

32.3 The Hirer agrees to release and indemnify Camperland, including its employees, agents, and contractors, from all actions, claims, demands, losses, damages, costs, expenses (including legal costs), or harm incurred by Camperland as a result of any breach or failure by the Hirer in fulfilling their obligations under this Agreement, or for which the Hirer is otherwise liable in accordance with this Agreement's terms.

32.4 Without limiting any other terms of this Agreement, and to the extent permitted by New Zealand law, the total liability of Traveller's Autobarn to the Hirer is capped at the amount paid by the Hirer to rent the Vehicle.

33. Breach of Contract/Termination

33.1 The Hirer acknowledges that Camperland reserves the right to refuse any rental and/or terminate this Agreement and take immediate possession of the Vehicle without prior notification to the Hirer in the following circumstances:

33.1.1 The Hirer fails to comply with any material terms and conditions of this Agreement, particularly as outlined in clause 11.

33.1.2 The Hirer has acquired the Vehicle through fraudulent activities or misrepresentation.

33.1.3 The Vehicle sustains damage; or

33.1.4 In the reasonable opinion of Camperland and/or the NZ Police, the driver of the Vehicle lacks the necessary skills or experience to operate the Vehicle safely, or there is a risk to the safety of passengers or the Vehicle itself.

33.2 In such events, the Hirer shall: (a) not be entitled to any refund of the rental charges; and (b) assume responsibility for any towing costs required to return the Vehicle to the designated return location. The Hirer indemnifies Camperland, its employees, and agents against any claims arising from the entry into third-party property for the purpose of repossessing the Vehicle. The termination of the hire under this clause shall not prejudice any rights of Camperland or the Hirer under this Agreement or otherwise under the law.

34. Privacy

As part of the rental process, Camperland will collect personal information regarding the Hirer. The Hirer understands that Camperland may be unable to fulfil this Agreement if all required information is not provided. All information collected will be handled in accordance with the Privacy Act 1993 and Camperland's Privacy Policy. For further details, please visit www.camperland.co.nz/privacy-policy.

35. Dispute Resolution

Should the Hirer have any dissatisfaction with their experience at Camperland, they are encouraged to submit a complaint. All complaints will be managed in accordance with our Dispute Resolution Process, which can be accessed at www.camperland.co.nz/disputeresolution. For more information regarding rights, please visit www.consumerprotection.govt.nz/.

36. Governing Law

This Agreement is governed by the laws of New Zealand. Any claims, actions, demands, or suits arising from or relating to this Agreement must be submitted to the appropriate courts in New Zealand.

37. Hirer Warranties

The Hirer warrants that all information provided to Camperland in connection with this Agreement is accurate and truthful.

38. Rates, Terms, and Conditions

Rates, terms, and conditions are subject to change without prior notice.

For any further inquiries, please contact us at 080 020 0666.

