

Vehicle Rental Conditions – Kia Ora Campers

1 April 2023 to 31 March 2025

An agreement made between the owner and the hirer whose particulars are entered in the rental agreement, it is hereby agreed as follows:

1. Hire Description

Kia Ora Campers (2018 Ltd) will let and the hirer will rent the motor vehicle described on the rental agreement.

Charges of the rental campervan or motorhome are calculated on a daily basis; pick-up time is irrespective.

2. Rental Duration

Rental days are calculated on a calendar day basis. When calculating the number of days the vehicle is hired, the day of pick up is counted as day one of the rental, regardless of pick up time. The day of the vehicle's return is counted as the final day of the rental, regardless of drop off time.

3. Payments

To confirm a reservation a 20% non-refundable deposit is required. **(credit card only , so that if you need to be reimbursed, its so much easier)**

The balance of hire & bond is payable 10 days prior to collection of the hired vehicle. **.Bank transfers can be done as long as received 10 days prior to hire commencement.** Direct debit, cash, and VISA & MASTER CARD are also accepted.

A 3% CREDIT CARD FEE WILL APPLY.

The hirer shall pay for all petrol or other fuel used in the vehicle during the period of hire. The hirer shall be liable for the bond deductions as set out.

4. Vehicle Collection and Return

Kia Ora Campers (2018) Ltd) are Timaru based and deliver South Island mostly but can deliver to North Island as well **but relocation fees may occur..**

A 50 NZD surcharge will apply also to all rentals picking up and dropping off on following National public holidays:

New Year's Day (1st January), Day after New Year's Day (2nd January), Auckland Anniversary Day (27th January), Waitangi Day (6th February), Good Friday (18th April), Easter Monday (21st April), ANZAC Day (25th April), Queen's Birthday (2nd June), Labour Day (27th October)), Boxing Day (26th December)

6. Vehicle Returns

The hirer must return the vehicle on the date, place and time as shown on the rental agreement. Late returns will be charged extra.

The hirer will return the vehicle

- (a) in broom-clean conditions (in and outside)**
- (b) with a full fuel tank**
- (c) full bottle of gas (if applicable)**
- (d) with empty holding toilet and waste water tank**

7. Age Restrictions

Drivers must be 25 years of age or older.

8. Drivers Licence

A current and full motor vehicle driver's license is required and must be produced upon vehicle collection. If the license is not in an English format, an international driver's license is also required.

9. Use of the vehicle

The hirer agrees that, during the rental period, 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. A single vehicle rollover may include, but is not limited to, a vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the vehicle.
- (b) driven by a person under the influence of alcohol or drugs or with 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; creek or 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 or detailed in the vehicle manual or on the vehicle or specified in this agreement;
- (i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material;
and
- (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, as all Kia Ora Campers vehicles are non-smoking vehicles.

The hirer shall not make any alterations or additions to the vehicle without the prior written consent from Kia Ora Campers trading as(G & J Campers (2014) Ltd)

The hirer will not allow any animals to be carried in the vehicle, excluding registered guide dogs.

10. Restricted Roads

Campervans can only be driven on sealed/bitumen or well-maintained roads. The only exceptions to this are well-maintained access roads of less than twelve kilometres to recognised campgrounds and major tourist attractions. Should you wish to travel on an unsealed road that is greater than twelve kilometres in length to access a recognised campground special permission can be arranged pending road condition, weather and distance. Please contact Steve on 0211764079 to discuss. Vehicles shall not be driven on:

Any salt water beach

Skippers Road (Queenstown)

Crown Range Road (Queenstown) not recommended for 4 berths

Ball Hut Road (Mt. Cook)

Ninety Mile Beach (Northland)

North of Colville Township (Coromandel Peninsula)

Vehicles are not permitted on all ski field access roads in both the North and South Islands from 01 June to 31 October. This means you cannot drive your vehicle up to a ski field car park and/or any part of the access road to the ski field.

You will be responsible for all damage if travelling on these roads.

Should you breach the road restriction rules by taking a vehicle on a restricted road, a fee of \$300 on each occasion that is identified will apply.

11. Maintenance and Repairs

The hirer shall take all reasonable steps to properly maintain the vehicle, including daily oil and water checks, and will contact Kia Ora Campers immediately should vehicle warning lights indicate any potential malfunction or should the instruments indicate that the engine is getting too hot.

The customer will be responsible for any costs of damage and recovery that occurred because he did not maintain the vehicle properly.

Kia Ora Campers will reimburse the hirer for expenditure up to NZ\$100 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the vehicle. For repairs costing over NZ\$100, Kia Ora Campers will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided the hirer was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

Subject to the terms of the Full Cover conditions, the customer will pay for the cost of repairing or replacing tyres damaged during the Rental Period except if the tyre is defective and is returned by the customer to Kia Ora Campers for inspection and is subject to a warranty claim on the manufacturer.

12. On Road Assistance

In an event of mechanical problems, the hirer must contact Kia Ora Campers by calling Steve 0211764079 or Vicky 0211329830 or Home 036881388 and we will direct you to the closest service station

All vehicles are registered with the Automobile Association (AA) for 24hr roadside assistance.

This service covers any mechanical faults with the vehicle. Please note that the AA does not cover the following and the associated costs will be the responsibility of the hirer:

- (a) the vehicle running out of fuel;
- (b) keys being broken, locked inside the vehicle or lost;
- (c) flat batteries caused by incorrect usage of the batteries and /or incorrect usage of any equipment that requires the batteries in order to operate; and
- (d) a breakdown because of damage caused in an accident.

All AA non-mechanical call-outs will incur a call-out charge of NZ\$95 plus GST.

The AA service operates 24hrs, however for mechanical repairs outside office hours (including weekends and Public Holidays), some delays may occur.

13. Vehicle Availability

Kia Ora Campers will endeavour to supply the vehicle category selected, however should the vehicle booked be unavailable through unforeseen circumstances, Kia Ora Campers reserve the right to substitute an alternative vehicle without prior notification. The alternative Vehicle shall be as close a substitute for the booked Vehicle as possible. Kia Ora Campers will reasonably determine what, if any, refund may be warranted if a vehicle substitution is required. Should the customer decide to voluntarily downgrade their vehicle type, they will not be entitled to a refund.

14. Vehicle Insurance

Kia Ora Campers offers only one insurance option: Full Cover Insurance with a liability excess of \$4500 NZD On 2 , 3 & 4 Berth Vehicles (credit card imprint only) for all vehicles. Windscreen excess of \$250.00 Is included in the full cover. OUR STANDARD INSURANCE IS INCLUDED IN YOUR RENTAL PRICE.

: If the hirer or a driver should be under the age of 25 years, the liability excess is \$7500 NZD. These excesses are cumulative of the standard excess stated above.

The vehicle is insured for third party vehicle and property damage.

The liability excess applies in each claim, not rental. The liability is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. Where a third party is involved the vehicle security deposit will be refunded only if Kia Ora Campers 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.

Insurance Waiver Options

To save on extra Insurance costs talk to your insurance company about excess insurance

The following options are available to reduce your NZ\$4500.00 insurance excess: Maximum to \$2000 per hire.

- An additional NZ\$20 per day rental hire per vehicle reduces your excess to \$1500 *first accident then full liability will apply*
- An additional NZ\$30 per day rental hire per vehicle reduces your excess to \$750 *first accident then full liability will apply*
- An additional NZ\$50 per day rental hire per vehicle reduces your excess to \$250 *first accident then full liability will apply*

15. Exclusions

The Hirer acknowledges that they are responsible for all costs for the following damage irrespective of the liability excess. Damage as identified below is specifically excluded from any liability option or additional protection coverage limitation of liability unless stated otherwise and the customer remains fully liable for all costs incurred.

- (a) for any damage due to vehicle use in contravention of clause 9 'Use of Vehicle';
- (b) any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle) and driving under the influence of alcohol or drugs and negligence resulting in damage to the hired vehicle or third party vehicle/ property;
- (c) for any loss or damage to personal belongings;
- (d) if the hirer is deemed by local authorities to have been careless, negligent or wilful in failing to abide by the local road rules, resulting in damage to the hired vehicle or third party vehicle/property;
- (e) 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;
- (f) the cost to replace keys, which have become lost, stolen, or retrieval of keys, which have been locked in the vehicle;
- (g) 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;
- (h) any damage caused to the vehicle due to the use of snow chains;
- (i) for damage caused to the vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual; and
- (j) for 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.

16. Diesel Recovery Tax

Road User Charge Fee will be applied for diesel vehicles only, calculated and deducted from the bond on return of the vehicle based on the kilometres travelled during the hire. The fee will be \$8.00 per 100km. We reserve the right to amend the Road User Charge Fee upon Government intervention.

17. Security Deposit

The security bond is equal to the excess amount of the full cover insurance (see clause 14). A credit card imprint is sufficient or the money can be direct debited, NZ Cheque or cash is accepted.. This is refunded after the hire .

The bond will not be charged on return of the vehicle provided that:

- (a) The vehicle is returned to the agreed location at the agreed time (\$500 penalty applies if breached)
- (b) Waste water tank and toilet have been emptied (\$100 charge for toilet, \$50 charge for grey water tank)
- (c) All traffic fines have been paid (otherwise your fine will be charged plus a \$35 handling fee)
- (d) All toll road charges have been paid (otherwise your toll fee will be charged plus a \$20 handling fee)
- (e) The vehicle is returned in a reasonably (inside: swift clean/outside: mud free) clean condition. This includes smoking related cleaning, as smoking is not permitted in the vehicle (100-300 NZD charge applies)
- (f) The vehicle is returned with a full fuel tank (a full fuel tank + 20 NZD handling fee will be charged)
- (g) The vehicle is returned with a full gas bottle (a full gas bottle + 20 NZD handling fee will be charged)
- (h) No items belonging to **Kia Ora Campers** have been lost or damaged
- (i) No damage is incurred to the vehicle or any 3rd party property
- (j) Insurance exclusions in section 15 in this agreement have not been violated

18. Procedures in case of accident

If the hirer is involved in a motor vehicle accident whilst on hire, the following procedures should 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, 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 Steve or Vicky at **Kia Ora Campers** with the accident's 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.

The hirer is required to pay the liability (if applicable) and any other amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting 'the event' and not at completion of the rental period.

3. Kia Ora Campers reserves the right to charge the daily rental rate for the period the vehicle is off fleet for accident repairs.

4. We at **Kia Ora Campers** will ensure the motor vehicle accident report is completed clearly and accurately 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 (see below).

2. If an exchange vehicle is required as a result of an accident, the hirer is responsible for

making their own way to our Timaru Base or pick up location at their own cost.

3. **Kia Ora Campers** may offer the Customer the option of paying an “exchange vehicle relocation fee” to send a driver to deliver the exchange vehicle to the hirer location.

4. The hirer will pay for any costs relating to delivery of a change over vehicle because of any single vehicle accident. This charge applies irrespective of any liability excess.

5. A new vehicle security deposit will be required for the exchange Vehicle.

(d) Time frame for settlement of hirer’s liability claims:

1. **Kia Ora Campers** shall use best endeavours to ensure that any money due back to the hirer is forwarded as quickly as possible, however third party claims can take months or even years to resolve. **Kia Ora Campers** cannot force the destiny of these claims, and the hirer acknowledges that handling of these claims is up to Kia Ora Campers insurer and the third party, whether they be insured or not.

2. **Kia Ora Campers** agrees to refund any vehicle security deposit refunds applicable within 60 days of receiving final resolution and payment relating to third party claims.

3. For information regarding outstanding claims or vehicle security deposit refunds please contact **Kia Ora Campers**.

4. The hirer agrees to provide all reasonable assistance to Kia Ora Campers in handling any claim including providing all relevant information and attending court to give evidence.

Important Note: Under no circumstances should the hirer attempt to start or drive a vehicle that has been involved in an accident, damaged by roll-over, water submersion or any other means without permission from Kia Ora Campers.

19. Handling Procedure of Speed and Parking Ticket, Toll Road Notices, Infringement notice

Kia Ora Campers as owner of the vehicle is liable for all parking and traffic violations. Kia Ora Campers does not query any issued fines and pays the outstanding balance. Kia Ora Campers often receives traffic and

parking tickets after the vehicle was returned and will charge the outstanding balance to the hirer’s credit card. Kia Ora Campers 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 on the phone.

Kia Ora Campers will charge a NZ\$35 handling fee for each issued parking or traffic violation and NZ\$20 handling fee for toll road fees.

20. Cancellations

Please note that the deposit is non-refundable.

If cancelled up to 30 days prior to pick-up: Deposit

If cancelled from 29 to 15 days prior to pick-up: 50% of Final Payment

If cancelled 14 to 7 days prior to pick-up: 75% of Final Payment

If cancelled 6 to 1 days prior to pick-up, or no No-Show: 100% of Final Payment

21. Rental Period Extension

A hire extension is subject to availability and authorisation by Kia Ora Campers. Any costs associated with the extension will be disclosed prior to confirmation and charged during hire or on drop off. Please get in touch with us if you want the campervan for a longer period..

22. Immediate Return of Vehicle (where Default or Damage)

The owner shall have the right to terminate the hiring 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. The termination of the hiring 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.

The hirer agrees to the terms and conditions of Kia Ora Campers and acknowledges and declares that he/she has read and fully understands this agreement. (Note: You should not sign this unless you are sure you understand its effect).