

Rental Terms And Conditions

1 AGREEMENT

1.1 This is an Agreement between each renter (including Joint Renters) specified in Customer Contract (You) and Nomado New Zealand (Nomado) to rent the Vehicle. You (including any Joint Renter) are jointly and severally responsible for compliance with (and ensuring that each Authorised Driver complies with) the terms of this Agreement.

1.2 This Agreement comprises Customer Contract and Rental Vehicle Agreement and must be read in their entirety and together they shall constitute the entire agreement between NOMADO and You.

In the event of inconsistency, the following order of precedence applies:

- (a) Customer Contract; and
- (b) Rental Vehicle Agreement; and
- (c) Vehicle Condition Report.

1.3 This Agreement is governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any actions, claims, demands or suits arising out of or in respect of this Agreement.

1.4 Certain conditions and warranties are implied by statute, which cannot be excluded, restricted or modified, such as those under the Fair Trading Act 1986 (NZ) and the Consumer Guarantees Act 1993 (NZ). Where NOMADO is permitted to limit its liability under those statutes for breach of any implied condition or warranty, NOMADO limits its liability to replacement, repair or re-supply of the Vehicle.

1.5 Subject to any rights to the contrary that You may have under the Fair Trading Act 1986 (NZ) and the Consumer Guarantees Act 1993 (NZ), NOMADO has no liability for indirect or consequential loss under this Agreement.

2 REFUSAL OF RENTAL

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

3 VEHICLE CONDITION COLLECTION AND RETURN

3.1 You acknowledge that:

- (a) you agree to return the Vehicle without alteration or addition and in the same condition that it was in when it was provided to you, except for ordinary wear and tear (not including windscreen or tyre damage) and subject to the Vehicle Condition Report, together with all tools, tyres, accessories and equipment to the Return Location by the Return Date and Time specified in Customer Contract.
- (b) the Vehicle is the sole property of NOMADO;
- (c) You inspected the Vehicle before the commencement of the Rental and ascertained that it was in good operating condition and fit for the purpose for which You required it; and
- (d) the only existing damage to the Vehicle at the commencement of this Agreement is that detailed on the Vehicle Condition Report. It is essential that all existing damage is noted by You on the Vehicle Condition Report. Subject to clause 3.1(a), any damage which has not been noted on the Vehicle Condition Report will constitute Loss or Damage which has occurred subsequent to the commencement of this Agreement for which You shall be charged.

3.2 NOMADO may take possession of the Vehicle without prior demand to You, and at Your expense, if there has been a Substantial Breach of this Agreement. In such circumstances You irrevocably authorize NOMADO, its employees and agents to enter any property where the Vehicle is situated.

3.3 If the odometer is deliberately broken or otherwise tampered with while the Vehicle is in Your possession, You must pay:

- (a) an extra charge based on 500 kilometres per day at NZ\$0.55 per kilometre; and
- (b) any costs of repairing or replacing the odometer.

3.4 If You fail to return the Vehicle to the Return Location or return the Vehicle to a different location to the Return Location, You must pay for all costs associated with transporting or towing the Vehicle to the Return Location plus a minimum relocation charge in accordance with clause 35.4 of this Agreement.

3.5 If You return the Vehicle after the Return Time without NOMADO's prior written consent, You must pay an additional fee of NZ\$150 per hour. This late drop-off fee and the additional rental charges will be charged to Your credit or debit card. You will be charged for the late return according to clause 35.5 of this Agreement.

3.6 If You attempt to return the Vehicle to the Return Location after the Return Time and the Return Location is not open for business at the time You return the Vehicle:

- (a) the Vehicle will be deemed to have been returned at the time when that Return Location next opens for business;
- (b) the rental continues until that time;
- (c) You remain fully responsible for the Vehicle, unless other arrangements have been agreed to in writing by NOMADO; and
- (d) You will be charged the late fee in accordance with clause 35.5 of this Agreement.

3.7 The Vehicle must be returned with the amount of fuel equal to the commencement of the rental. If the Vehicle is returned with less fuel the difference will be charged in accordance with clause 33 of this Agreement.

3.8 You must only use the fuel type specified by the manufacturer of the Vehicle.

3.9 Use of bio-diesel, ethanol or any organic hybrid fuel is strictly considered the wrong fuel type and constitutes a Substantial Breach of this Agreement. Any Loss or Damage to the Vehicle or any costs associated with the use of the wrong fuel, including contaminated fuel (other than where it is at the fault of a third party and that third parties details have been provided), are at Your sole expense.

3.10 NOMADO must be notified and it must agree to any extension of the rental period beyond that specified in Customer Contract prior to the Return Date for the Vehicle otherwise the Vehicle will be (at NOMADO's discretion) immediately reported to the police as stolen where the Vehicle is not returned to the Return Location by the Return Time.

3.11 Following pick-up of the Vehicle, You should notify NOMADO should You choose to return the Vehicle early. You will not be entitled to a refund of the unused portion of the Rental Period, unless the situation is a result of NOMADO's negligence or wilful act or omission.

4 UNAUTHORISED AND PROHIBITED USE OF VEHICLE

4.1 Only Persons identified in Customer Contract as either the renter or Authorised Driver may drive the Vehicle. Additionally, the following Persons are prohibited from driving or operating the Vehicle (even if he or she is identified in Customer Contract as the renter or Authorised Driver):

- (a) anyone who does not have the licence required by law to drive the class of Vehicle hired;
- (b) anyone whose blood alcohol concentration exceeds the lawful percentage in New Zealand;
- (c) anyone under the influence of or impaired by a drug, intoxicating liquor or substance;
- (d) anyone who has given, or for whom You have given, a false name, age, address or driver's licence details;
- (e) anyone whose driver's licence has been cancelled or suspended within the last three years;
- (f) anyone who is a learner driver, a provisional or probationary licence holder;
- (g) anyone under 25 years of age; or
- (h) anyone who holds its driver's licence for less than 1 year; or
- (i) anyone who uses or intends to use the Vehicle for any illegal purpose.

4.2 Use of the Vehicle is prohibited:

- (a) in any area where applicable travel restrictions of clause 17 of this Agreement apply unless authorised by NOMADO in writing;
- (b) for carrying persons for hire, gain or reward, or to carry any inflammable, explosive or corrosive materials, fuel or generators;
- (c) for pushing or towing any Vehicle, trailer, boat or other object unless authorised by NOMADO in writing;
- (d) for carrying any greater load and/or more persons than the gross vehicle mass specified in the certificate of loading for the Vehicle and/or for a purpose for which the Vehicle is not designed and constructed;
- (e) for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
- (f) driving the Vehicle in a dangerous, wilful or reckless manner;
- (g) for illicit drug use or carrying illegal substances, product or drug paraphernalia;
- (h) for commercial purposes or financial gain;
- (i) driving the Vehicle in an unsafe or unroadworthy condition;
- (j) for carrying passengers when You or any Authorised Driver are not appropriately licensed; or
- (k) for subletting or hiring the Vehicle to any other person.

4.3 You must not operate the Vehicle, or allow it to be operated, in any way in breach of the Land Transport Act 1998, the Land Transport (Road User) Rule 2004, or any other legislation, regulations, rules or bylaws relating or applicable to road traffic and the use of the Vehicle.

5 FINANCIAL OBLIGATIONS

5.1 By entering into this Agreement You are responsible for and agree irrevocably to pay (or procure that any Authorised Driver pays) NOMADO:

- (a) the rental charges specified in Customer Contract;
- (b) all charges, costs and expenses NOMADO incurs for toll, parking, freedom camping and/or any other traffic fines, infringements or violations relating to, in connection with or arising from the rental period or until such later time as the Vehicle is returned to NOMADO in accordance with the terms of this Agreement and an additional administration fee of up to \$75 including GST per charge/ fine / infringement applies to cover the costs of processing; and
- (c) all Loss or Damage to the Vehicle arising from the use of the Vehicle by You or any Authorised Driver, except where a third party is at fault and the details of that third party are provided to NOMADO, where:
 - i. the Vehicle is damaged by any wilful or reckless action;
 - ii. the Vehicle is left unlocked or the keys are left in the Vehicle;
 - iii. the keys are not kept securely or under Your personal control;
 - iv. the keys have been lost, damaged or stolen;
 - v. the Vehicle is totally or partially immersed in any water;
 - vi. there is failure to maintain all fluid, fuel and oil levels of the Vehicle or a failure to immediately rectify or report to NOMADO any defect in the Vehicle of which You become or ought to have become aware;
 - vii. the wrong fuel type or contaminated fuel was used or where water or AdBlue was put in the fuel tank;
 - viii. AdBlue has not been topped up when required;
 - ix. fuel or other contaminants such as AdBlue is put in the water tank;
 - x. damage caused by falling asleep whilst driving;
 - xi. the Vehicle is damaged by loading or unloading, normal wear and tear excepted;
 - xii. the damage is caused by sitting or standing on the bonnet or roof of the Vehicle;
 - xiii. the interior of the Vehicle is damaged except when there is a collision with another vehicle;
 - xiv. the tyres of the Vehicle are damaged, other than by normal wear and tear;

- xv. the windscreen of the Vehicle is damaged;
- xvi. Loss or Damage is caused to the Vehicle whilst it is being loaded or unloaded on a tow truck;
- xvii. Loss or Damage is caused to the Vehicle by the incorrect use of snow chains;
- xviii. Loss or Damage is caused to the Vehicle by driving with the handbrake on;
- xix. costs are incurred for recovering (including towing) the Vehicle if it is bogged;
- xx. costs are incurred with the Vehicle running out of fuel; or
- xxi. costs are incurred with losing the fuel, oil or water caps and items in the convenience and/or camping kits.

5.2 You and any Authorised Driver authorise NOMADO to debit, with prior notification (where You have provided a valid email address), the Credit Card provided at the commencement of the rental for any of the charges and for the Loss or Damage to the Vehicle and for which You or Authorised Driver are liable under clause 5.1 of this Agreement.

5.3 NOMADO accepts Visa and MasterCard as well as bank transfer and Wise.com Payments. Surcharges may apply for certain payment methods.

5.4 Cash will not be accepted under any circumstances.

5.5 If You book through a third party or otherwise direct NOMADO to bill the charges to some other person and such other party fails to make a payment when due, You will immediately pay the full amount due to NOMADO on demand. If any Rental Charges remain unpaid immediately before the start of the Rental Period, NOMADO may refuse to release the Vehicle and cancel the rental.

5.6 Bank transfers and Wise Payments will not be accepted as payment for rental charges at the time of pick up. These must be received by NOMADO at least 21 days prior to commencement of rental.

5.7 In the event that NOMADO receives an infringement notice for any of the offences listed in clause 5.1(b) of this Agreement which are relevant to the Vehicle during the rental period, NOMADO will advise the relevant issuing enforcement authority of Your contact details to enable the enforcement authority to issue the infringement notice and any reminder notice directly to You as soon as practicable.

5.8 If any regulatory or enforcement authority requires further information to enable the enforcement authority to issue the infringement notice and any reminder notice to You, You will actively assist NOMADO and promptly respond to the enforcement authority with any reasonable requests for information.

5.9 If NOMADO is unsuccessful in making reasonable attempts in issuing the infringement notice to You, and NOMADO is required to pay any amount for which You are liable pursuant to clause 5.1(b), You must pay NOMADO that amount.

5.10 With prior notification, You agree and authorise NOMADO to charge the Customer Card for the full amount NOMADO paid in accordance with clause 5.1(b). You acknowledge that this clause is necessary for NOMADO to protect its interests.

5.11 You have the right to challenge, complain about, query or object to any of the alleged offences listed in the infringement notice or any reminder notice to the relevant issuing enforcement authority. You have a right to seek a court hearing within 56 days of the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice.

6 BUSINESS HOURS

NOMADO Business Hours are as follows:

Monday to Sunday: 10am – 5pm (10:00 – 17:00)

Please note that NOMADO cannot accept any vehicle collections before 10:00am and returns after 5:00pm, unless an after-hours vehicle collection or return has been prearranged.

Additional early or late charges may apply. Any late returns are subject to clause 35.

7 CANCELLATION FEES

7.1 There is no refund for late pick up or early return of the Vehicle.

7.2 The Booking Deposit is non-refundable. In the event that You wish to cancel your booking, the following fees apply:

a) If cancelled 31 days prior to pick up: 30% of total reservation cost. Depending on the circumstances, NOMADO may apply discretion to transfer the booking to an alternative date.

b) If cancelled less than 30 days of pick-up or no-show: 100% of total reservation cost.

Depending on the circumstances, NOMADO may apply discretion to transfer the booking to an alternative date.

8 CHANGE OF VEHICLE

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

9 VOLUNTARY DOWNGRADE

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

10 ADJUSTMENT IN RENTAL CHARGES

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

11 EXCHANGE RATE/CURRENCY FLUCTUATIONS/REFUNDS

11.1 Transactions under this Agreement are conducted in New Zealand Dollars.

11.2 Due to exchange rate fluctuations, in some instances there may be some variance between the amount initially debited against Your Credit Card and the amount refunded at the expiration of the rental period. Any such variation does not entitle You to a refund.

11.3 Refunds by Credit Card can take up to 14 business days depending on the terms and conditions adopted by Your nominated financial institution.

12 CONDITIONAL UPON PAYMENT

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

13 ROAD SIDE ASSISTANCE

13.1 In the event of mechanical problems, You must contact NOMADO by calling (027) 286 3535 and if deemed necessary, NOMADO will utilise the AA Roadside Assistance Service at no cost to You. Roadside Assistance does not cover any breakdown cost due to incorrect fuel, lost keys or if You have locked yourself out of the vehicle and any cost will have to be covered by You.

14 ONE-WAY RENTALS

14.1 One-way rentals are subject to approval from NOMADO. A one-way fee may apply.

15 MINIMUM RENTAL PERIODS

15.1 Minimum rental periods are subject to change.

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

16 EXTRA DRIVER FEES

16.1 Extra driver fees are included in the daily vehicle rates.

17 TRAVEL RESTRICTIONS

17.1 Travel restrictions apply and if Vehicles are driven on restricted roads the act is constituted as a Substantial Breach. These include but are not limited to the following restrictions:

(a) RVs must not be driven on any unsealed roads, except well maintained access roads less than 10 kilometres long to recognised commercial camping grounds and major tourist attractions and loose road surface on any major ski field access roads.

(b) For your safety, RVs cannot be driven on Skippers Road (Queenstown), Ninety Mile Beach (Northland), around Lake Waikaremoana, Wanaka – Mt Aspiring Road beyond exit to Treble Cone, Ball Hut Road (Mt. Cook) and North of Colville, Waikawau Township (Coromandel Peninsula) and cannot be driven on all ski field access roads from 01 June to 31 October.

17.2 NOMADO reserves the right at its discretion to restrict Vehicle movements in certain areas for any reason including but not limited to adverse road or weather conditions, for the purpose of guest safety. This may include any imminent storm warning or other potential weather-related threats. Any revisions to these restrictions may be notified at the time of rental or by email during the rental.

17.3 In the event of an accident or breakdown in an area outlined above it will be Your full financial responsibility to pay any salvage, towing and/or recovery costs to the nearest NOMADO branch.

17.4 In the event of a breach of the travel restrictions, NOMADO reserves the right to charge a penalty of \$1500. This penalty is intended to cover the additional wear and tear on the vehicle, including but not limited to tyre damage, stone chips to the bonnet and windscreen, and any other damage caused by driving on restricted roads. This amount is separate from any other costs or damage recovery charges that may arise from the breach. The penalty will be deducted from the security bond or invoiced directly to the customer if applicable.

18 EVERY 500 KILOMETRES

18.1 The oil, fluids and coolant levels must be checked by You every 500 kilometres. You must report to NOMADO as soon as possible, where the oil is above or below the recommended level or the warning indication light is illuminated. You must add water/coolant to the cooling system and an appropriate New Zealand Institute of Automotive Mechanical Engineers rated oil for petrol or diesel powered vehicles (as applicable) to the engine if the indicator level is below minimum.

18.2 You agree to maintain the Vehicle in these conditions and acknowledge that any mechanical damage occasioned as a result of Your failure to maintain the Vehicle in accordance with this clause must be paid by You.

19 BREAKDOWNS AND REPAIRS

19.1 Any mechanical problems associated with the Vehicle must be reported to NOMADO as soon as possible in order to give NOMADO the opportunity to rectify the problem during the rental period. Any faults, failures or breakdowns associated with the Vehicle or equipment must also be reported to NOMADO.

19.2 If NOMADO is not contacted or You do not allow NOMADO the opportunity to rectify the problem during the rental period You agree that the problem is of such a minor nature that You make no claim for loss of time in respect of the rental period. You also agree that NOMADO is not responsible for any claims made by You after the return of the Vehicle.

19.3 You will be charged a fee equal to the cost of the roadside assistance where it is established that roadside assistance could have been avoided in cases such as keys being locked in the Vehicle, flat batteries caused by lights having been left on and other such similar occurrences and Extended Roadside Assistance has not been purchased.

19.4 Any repair will be subject to section 20.

20 REPAIRS

20.1 Any Repair Event requiring repairs that would cost an amount of up to NZ\$100 including GST needs no authorisation from NOMADO and all that is necessary for full reimbursement to You from NOMADO is a proper receipt for the amount of the repairs. If the Repair Event is expected to cost an amount exceeding NZ\$100 including GST, then You must notify NOMADO and obtain NOMADO's consent before the repairs are carried out.

20.2 If the Vehicle requires repairs and cannot be driven as a result of an accident or due to customer fault, NOMADO is not responsible for any accommodation charges, meals, change of itinerary or out of pocket expenses. Subject to availability, NOMADO will provide a replacement vehicle.

20.3 If the Vehicle requires repairs and cannot be driven as a result of a mechanical issue or other fault and failure, that is not due to customer fault, NOMADO will only reimburse You the lesser of:

- a) the daily rate or part thereof for the time that the Vehicle was not available for use; or
- b) accommodation charges for the duration that the Vehicle was not available for use.

NOMADO is not responsible for any other charges, meals, change of itinerary or out of pocket expenses.

20.3 The failure of accessories such as awnings, TV, microwaves, stove and grill, water pump, camping kit items, shower and toilet, refrigerators and radios does not constitute a breakdown and no amount is payable by NOMADO to You.

20.4 NOMADO is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.

20.5 Note: While NOMADO will endeavor to get any repairs carried out as quickly as possible, it can often be difficult to carry out repairs during weekends and holiday periods and/or in remote areas due to limited opening times and/or spare parts.

21 TYRES/WINDSCREEN

21.1 Authorisation must be obtained from NOMADO before tyres or windscreens can be replaced. You are responsible for replacing damaged tyres (for example, but not limited to, blowouts, punctures, sidewall damage, tyre staking etc.) unless caused by normal wear and tear or the actions of a third party where the details of that third party are provided or the actions of NOMADO.

21.2 You must maintain tyre pressures as per the Vehicle manufacturer's manual and You must only purchase new steel radial tyres of the same size and ply rating as are fitted to the Vehicle. If You purchase tyres of a different size or ply rating NOMADO will not refund You for the purchase cost.

22 SEAT BELTS AND CHILD RESTRAINTS

22.1 You must comply with all mandatory seat belt laws and You acknowledge that any driver or passenger who does not have a seat belt properly adjusted and fastened may be fined by the police.

22.2 NOMADO gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the Vehicle and You accept full responsibility for the fitting and suitability of any such restraints fitted.

23 ACCIDENTS

23.1 In the event of an accident You must:

- (a) record the Time/Date/Location;
- (b) take reasonable steps to record the other parties full names, addresses, vehicle registrations, car types as well as any property damage in circumstances where the accident did not involve another motor vehicle;

- (c) take reasonable steps to record the name of the other party's insurance company;
- (d) take reasonable steps to not admit liability;
- (e) take reasonable steps to notify the nearest police station as soon as practicable;
- (f) notify NOMADO by phone or email within 24 hours of the accident.

23.2 In the event of an accident, there is no refund for monies paid for the unused portion of the rental period unless it is a result of NOMADO's negligence or wilful act or omission.

23.3 In the event of an accident in which there is Loss or Damage to the Vehicle, the availability of a replacement Vehicle is not guaranteed and its provision is subject to availability, Your location, remaining hire duration and whether the accident was the result of a Substantial Breach. Additional charges may be incurred.

23.4 If a replacement Vehicle is required as a result of an accident:

- (a) You are responsible for making Your own way to the nearest NOMADO Branch or pickup location at Your own cost unless it is a result of NOMADO's negligence or wilful act or omission.;
- (b) Subject to availability, NOMADO may offer You the option of paying a "Replacement Vehicle Relocation Fee" to send a driver to deliver the replacement vehicle to Your location; and
- (c) You must pay for any costs relating to delivery of a replacement Vehicle as a result of any vehicle accident. This charge applies irrespective of any Reduction Option taken unless it is a result of NOMADO's negligence or wilful act or omission.

24 DAMAGE LIABILITY REDUCTION

24.1 Subject to this Agreement including without limitation clause 25, You and any Authorised Driver will receive the benefit of NOMADO's insurance with its insurer for Loss or Damage of the Vehicle and damage to any third- party property, except:

- (a) any property owned by You (or any friend, relative, associate or passenger); or
- (b) any property in Your physical or legal control, provided:
 - i. that there has not been a Substantial Breach and You have not caused any other person to have acted in a manner which is a Substantial Breach;
 - ii. You are not covered under any other policy of insurance; and
 - iii. You have provided such information and assistance as may be requested by NOMADO's Claims department and or its insurer.

24.2 If cover is extended to You by NOMADO's insurer:

- (a) You authorise NOMADO's insurer, at its sole discretion, to defend or settle any legal proceedings;
- (b) NOMADO's insurer has the sole conduct of any proceedings; and
- (c) any such proceedings shall be brought or defended in Your name or the name of a Joint Renter.

25 DAMAGE LIABILITY EXCLUSION

25.1 Notwithstanding any other clause of this Agreement, if there is a Substantial Breach or a breach of any part of clause 4 of this Agreement, You:

- (a) are liable for:
 - i. all Loss or Damage to the Vehicle, and
 - ii. all third-party Loss or Damage; and
- (b) have no entitlement to the benefit of NOMADO's insurance under clause 24 of this Agreement.

26 PERSONAL INJURY

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

27 PROPERTY DAMAGE

27.1 You are responsible for and must pay up to the amount of the applicable Liability Reduction set out in Customer Contract for Loss or Damage to the Vehicle and for damage to third party

property.

27.2 Regardless of whether cover is extended to You by NOMADO's insurer, You will remain responsible for the costs of demurrage for the period the Vehicle is unavailable due to repairs up to the amount of the chosen Liability Reduction Option (and it applies). Any demurrage recovered from any negligent third party will be refunded to You upon its recovery.

27.3 The Liability Reduction applies in respect of each claim, not per rental.

27.4 The Liability Reduction is applicable regardless of who is at fault and must be paid at the time the accident/incident is reported to NOMADO, not at the completion of the rental period.

27.5 NOMADO has no liability for personal belongings damaged, stolen or lost which are always Your responsibility. NOMADO recommends that You do not leave items of value in the Vehicle and that You take out Your own Personal Travel Insurance.

28 LIABILITY REDUCTION AND SECURITY BOND

28.1 NOMADO offers two types of liability reduction options. The hirer acknowledges that he/she has been informed about all insurance options prior to commencing the hire. The options are:

a. Basic Insurance is included in the daily hire charge with an excess of NZ\$7500 for drivers over 25 years (GST included) for any one damage. The hirer is liable for the first NZ\$7500 of any one damages. Please note that this excess applies to each single vehicle accident and loss or damages to third parties, the rental vehicle and its accessories.

b. You may opt for Premium Insurance, which will reduce the excess for any vehicle to NZ\$1000.00 for drivers over 25 years (GST included) for any one damage. Includes cover for all damages, compulsory standard insurance and windscreen/tyre cover (excludes service for changing a tyre). The cost for the premium insurance is NZ\$30.00 per day.

28.2 The security bond is equal to the excess amount of your insurance option (see clause 28.1). The bond can be paid via credit card or in cash and may be refunded in parts or in full at the end of your hire depending on the vehicle conditions that it is returned in.

29 VEHICLE DAMAGE – LIABILITY

29.1 You understand that You must pay for the first amount described as Liability in clause 28.1 worth of damage per claim where You are at fault.

29.2 You will be responsible for the total cost of any Damage and the Reduction Option will be void if clause 25 applies.

29.3 Damage includes any and all damage to third party property, and any and all damage to the rented Vehicle including windscreens, tyres, towing and recovery costs, theft, fire, break in or vandalism. The costs of any damage will include the cost of repairing the damage, and, where the damage is Your fault, the cost of the daily rental rate for the period the Vehicle is being repaired. An administrative fee of up to NZ\$150 is applicable per claim.

29.4 Any amount payable under this clause 29 must be paid at the time the Vehicle is returned to a NOMADO branch or by the due date set out in an invoice issued by NOMADO.

30 ROAD USER CHARGE RECOVERY FEE

30.1 The Government charge for Road User Charge Recovery Fee will be calculated and collected from you on return of the vehicle based on the kilometres travelled during the length of the hire. The fee per 100km is NZ\$9.00.

30.2 NOMADO reserves the right to amend this fee pursuant to changes in New Zealand legislation and/or increases in the Road User Charge Recovery Fee without prior notice.

31 GENERAL PROVISIONS

31.1 Immediately upon receipt, You must provide NOMADO with every summons, complaint or paper in relation to any accident or loss involving the Vehicle.

31.2 You must not refuse or fail to take any blood analysis, breath test or drug impairment assessment requested by the police or as required by law.

31.3 You irrevocably release and hold harmless NOMADO, its employees and agents from all

claims for loss or damage to personal property owned by You or others left in the Vehicle, or which is received, handled or stored by NOMADO at any time before, during or after the rental period, unless the loss or damage is due to NOMADO's negligence.

31.4 Except as provided by law, You or passengers in the Vehicle are not the agent, servant or employee of NOMADO for any purpose whatsoever.

31.5 No right of NOMADO under this Agreement can be waived except by writing of an authorised officer of NOMADO.

31.6 You acknowledge:

(a) this Agreement creates a bailment between NOMADO and You in respect of the Vehicle and Your interest in the Vehicle is as a bailee only;

(b) nothing contained in this Agreement shall be construed as granting or entitling You to any ownership right or any other inconsistent proprietary right in or to the Vehicle; and

(c) You agree not to part with possession, sell, lease, dispose of, encumber or assign any right or interest in the Vehicle and not create any security interest or any lien over the Vehicle (including in respect of repairs) other than security interests granted in favour of NOMADO.

31.7 You agree to indemnify NOMADO from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis), incurred by NOMADO as a consequence of any breach by You of this Agreement or the failure for whatever reason of the due and punctual performance of Your obligations under this Agreement.

31.8 You acknowledge that NOMADO has not in any way represented itself to You as an entity carrying on the business of insurance.

31.9 You must make yourself available to assist NOMADO in any legal actions mentioned in this Agreement that may arise out of Your hire of the Vehicle.

32 ILLUSTRATION DISCLAIMER

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

33 FUEL & GAS

33.1 The Vehicle must be returned with a full tank of fuel and the receipt is to be provided. If the Vehicle is returned with less fuel, the difference will be charged to You at a rate of NZ\$5.00 including GST per litre (which includes a service component).

33.2 You must only use the fuel type specified by the manufacturer of the Vehicle and the use of bio-diesel or any organic hybrid fuel type is strictly prohibited (use of E10 is acceptable in Vehicles fuelled by petrol). Any use of incorrect fuel types is a Substantial Breach of this Agreement.

33.3 The gas bottles must be returned refilled and the receipt is to be provided. If the gas bottle is returned with less gas, the difference will be charged to You at a rate of NZ\$5.00 including GST per kg (which includes a service component).

34 VEHICLE AND EXTRAS CLEANING

34.1 Vehicles and any purchased extra items must be returned in a reasonable state of cleanliness, completely free of mud and rubbish.

34.2 Unless you have purchased the Quick Drop Off Option, the toilet and waste water tank must both be returned empty or a NZ\$250 including GST cleaning fee will be charged to You in respect to each tank.

34.3 A cleaning fee up to NZ\$299 including GST will be charged if the vehicle is returned in an unreasonable state of cleanliness and/or should the vehicle need deodorising as a result of smoking, cooking of strong smelling food or other reasons.

34.4 A pet cleaning fee of NZ\$1000 including GST will apply in relation to additional cleaning of

the Vehicle where You travel with pets during the Rental Period without approval from NOMADO.

34.5 Smoking is strictly prohibited in or within 5 metres of the NOMADO vehicles. Should a vehicle be returning with evident smell of smoking of any substance, YOU will be charged a NZ\$500 penalty and the cost of a professional clean of the interior of the vehicle.

35 BRANCH HOURS AND RETURNS

35.1 All NOMADO depots are closed Christmas Day (25 December). Any returns must be during Business Hours between 10am and 5pm. Any pickups or returns outside of the Business Hours are subject to a NZ\$100 surcharge, unless NOMADO has explicitly agreed to an After Hour Return at no cost.

35.2 The Vehicle must be returned at the Return Date and Time at the Return Location as outlined in Customer Contract.

35.3 If you wish to change the Return Location or the Return Date after the rental has commenced, You first must obtain permission from NOMADO. Subject to the change of the Return Location being approved, an additional minimum charge of NZ\$750 including GST will apply. NOMADO may withhold its approval for any reason, including due to availability of the Vehicle.

35.4 If the Vehicle is returned to a different location without NOMADO's prior written permission, the cost of transferring the Vehicle to the Return Location as outlined in Customer Contract will be charged to you, plus a minimum charge of NZ\$750 including GST.

35.5 You will continue to be responsible for the rental of the Vehicle, including demurrage, until the Vehicle is returned to the Return Location as outlined in Customer Contract. If You return the Vehicle after the Return Time without NOMADO's permission, then, following a written demand by NOMADO, NOMADO may take steps to recover and repossess the vehicle and You will be charged for the late return at a rate equivalent to double the current daily rental charge for the Vehicle, plus the daily rate charge applicable to Your chosen Reduction Option.

36 RENTAL EXTENSIONS

36.1 Should You wish to extend the rental period whilst on hire, you must first obtain authorisation from NOMADO. This is subject to availability of the Vehicle.

36.2 The extra cost of an extended rental must be paid by Credit Card over the telephone or at a NOMADO Branch immediately on confirmation of the rental extension.

36.3 The additional days will be at the daily standard gross rental charge for the Vehicle applicable at the time of the extension.

37 NATURAL DISASTERS AND WEATHER CONDITIONS

37.1 NOMADO is not responsible for road closures caused by cyclones, flash floods, earthquakes and other acts of God. Whilst NOMADO will make every effort to accommodate delays and non-vehicle returns to Return Locations for these events and may waive the NZ\$750 including GST change of Return Date and Return Location fee any costs over and above this fee will be Your responsibility.

37.2 NOMADO reserves the right to restrict Vehicle movements in certain areas, including but not limited to adverse road or weather conditions for the purpose of guest safety. This may include any imminent storm warning or other potential weather-related threats

37.3 To the extent permitted by applicable law, if NOMADO is unable to provide services because of circumstances beyond its control for a rental where cancellation fees would apply or for a rental which has already commenced, NOMADO will provide You with a credit for the value of the non-refundable part of any unused hire charges and fees. NOMADO may deduct a reasonable service fee from the credit amount to cover administration costs or vehicle recovery costs. Credits will be valid for 12 months from the date on which NOMADO advises that it cannot fulfil the rental as originally booked.

38 KILOMETRE ALLOWANCE

38.1 All Vehicles have unlimited kilometres included per rental day.

39 ELECTRONIC TRACKING

39.1 NOMADO may use Global Positioning System (GPS) tracking or other electronic tools (tracking device) to enable the geographical location of its Vehicles to be tracked or located. Information from the tracking device may be used:

- (a) to provide police or other authorities in the event that the Vehicle is stolen or is not returned at the end of the rental period;
- (b) in the event of an accident or incident relating to the Vehicle during the rental period, e.g. to verify the location of the Vehicle at the time of the alleged accident;
- (c) to identify the exact location of the Vehicle in the event of a recorded breakdown and to provide that location to breakdown responders (e.g. the local Automobile Association);
- (d) to locate the Vehicle in an emergency; or
- (e) for any other purpose allowed under the Privacy Act 2020 or any other law.

39.2 By hiring a Vehicle from NOMADO, you expressly consent to NOMADO using tracking devices on the Vehicle during the rental period and collecting, using and retaining information from the tracking devices in accordance with NOMADO's Privacy Policy.

39.3 Refer to clause 40 of this Agreement for more information on NOMADO's Privacy Policy

40 PRIVACY NOTICE

40.1 NOMADO values the privacy of personal information. When NOMADO collects, uses, discloses or handles personal information (as defined in the Privacy Act 2020), it is managed within the bounds of the Privacy Act 2020 and NOMADO's Privacy Policy. For a full copy of NOMADO's Privacy Policy, please download a copy at <https://camper4hire.co.nz/privacy-policy/>.

40.2 Your information will not be released to anyone other than in accordance with NOMADO's Privacy Policy and the Privacy Act 2020.

41 DEFINITIONS

41.1 Authorised Driver means any driver approved by NOMADO and whose name is noted in Customer Contract as an authorised driver;

41.2 Credit Card means VISA or Mastercard credit cards or VISA or Mastercard debit cards.

41.3 Joint Renter means any person who is noted as a renter with any other person in Customer Contract. A Joint Renter is jointly and severally liable for all of the obligations under this Agreement;

41.4 Liability Reduction means the amount for which You will be liable to pay in the event of Loss or Damage to the Vehicle as set out in Customer Contract, which may be reduced by purchase of Reduction Options subject to the terms and conditions of this Agreement.

41.5 Loss or Damage means any loss or damage to the Vehicle, including that caused by theft of the Vehicle or by adverse weather events, that requires repair or replacement including the loss of use of the Vehicle (demurrage), legal expenses, assessment fees, towing and recovery costs, storage, service charges and any appraisal fees of the Vehicle;

41.6 Repair Event means each individual event where repairs are required in respect of the Vehicle.

41.7 Reduction Option means a reduction option purchased by You to reduce potential liability as described in clause 28.

41.8 Return Date means the date on which the Vehicle must be returned shown in Customer Contract;

41.9 Return Location means the location from which the Vehicle was hired and which is shown in Customer Contract.

41.10 Return Time means the time by which the Vehicle must be returned on the Return Date as shown in Customer Contract;

41.11 Substantial Breach means a breach of any of clauses 3.8, 3.9, 4.1, 4.2, 5.1(c)(i) to

5.1(c)(xxiv) (inclusive), 17.1, 17.2, 31.2 or 31.7(c) of this Agreement;

41.12 Vehicle means the vehicle identified in Customer Contract including all its accessories, tools, tyres and equipment as well as any replacement vehicle;

41.13 Vehicle Condition Report means the report provided to You when You collect the Vehicle identifying any pre-existing damage that there may be to the Vehicle.

41.14 You, Your means the person, firm, company or organisation renting the Vehicle and includes any Joint Renter identified in Customer Contract