

Kiwi Campers

Terms & Conditions for Rentals

2016-2017



All Kiwi Campers Rates are:

- Gross in New Zealand Dollars (NZ\$)
- Subject to Terms and Conditions outlined below

Standard Rates include:

- Unlimited kilometres
- Standard Kiwi Campers vehicle insurance (see below)
- AA 24-hour roadside assistance throughout NZ
- Vehicle living equipment
- Complimentary transfers (see below)
- Goods & Services Tax (GST) of 15.0%
- Basic cooking and living equipment supplied
- Route Planners, Camping Park Directories and other tourist information available at depots

1. Daily Hire Charges

The daily hire charges are calculated on a per calendar day basis, **not** a twenty- four hour day.

2. Hours of Operation

High Season: (01 Sept – 30 April)

Monday to Sunday 8:30am – 5:00pm

Public Holidays 10:00am – 3:00pm

Low Season: (01 May – 31 Aug)

Monday to Friday 8:30am – 5:00pm

Weekends & Public Holidays 10:00am – 3:00pm

The **latest collection time from the depot is 4.30pm** so please consider your hire start date with this in mind if your flight arrival time will not allow sufficient time to arrive at the depot

Kiwi Campers' Auckland and Christchurch Depots are closed on the following days: 25th of December (Christmas Day) the 1st of January (New Year's Day) and Easter Friday.

3. Drivers Requirements and Licence

All drivers must be 18 years of age or older and hold a current valid driver's licence at the commencement of the hire. An international licence is acceptable. **If your overseas driver licence isn't in English you must provide an accurate English translation or a International Licence.** No special licence is required to drive any Kiwi camper van or motor home in New Zealand. No maximum age limit applies. A full driver's licence, held for at least one year, shall be provided at the time of hire. If the licence is not in English format then an international driver's licence is also required. **To hire a 4 and 6 or 7 berth the driver must be 21 years or older.**

Be aware of, and comply with, all New Zealand legislations including, but not limited to New Zealand Transport Agency rules and regulations.

4. Minimum Hire Periods

For all rental vehicles there is a minimum period of five (5) days. However, please note that this minimum hire period increases to ten (10) days between 1 May and 30 September, and increases to fourteen (14) days for all bookings between 15 December and 15 January. Minimum rental periods are subject to further change during peak seasons. It is possible to commence your hire in Christchurch and finish it in Auckland (or vice versa).

5. One Way Hires

Where pick-ups originate from Auckland and return in Christchurch and the pick-up is between:

- **1 April 2016 and 30 September 2016 - a one way fee of NZ \$100.00 applies.**
- **1 October 2016 and 31 March 2017 – a one way fee of NZ \$250.00 applies.**

Where pick-ups originate from Christchurch and return to Auckland and the pick-up is between:

- **1 April 2016 and 30 September 2016 – no one way fee applies.**
- **1 October 2016 and 31 March 2017 – a one way fee of NZ \$150.00 applies**

6. Transfers

A complimentary transfer is available from the Airport or accommodations surrounding the Airport on the day of pick up and drop off of the vehicle in Auckland and Christchurch. The hirer must advise Kiwi Campers of pick up and drop off times one week prior to them occurring to be guaranteed the transfer at a certain time. **Please note that complimentary transfers are only available between the hours of 10:00am and 3:00pm.**

7. Deposit and payments

To secure the booking a non-refundable deposit of NZ\$400 is required. This deposit may vary if the booking is through an agent of Kiwi Campers. The remaining balance of all rentals is due 28 days prior to the commencement of the rental period and will be deducted from the credit card provided when securing the booking. If after this date the hirer cancels their booking, then the cancellation policy will apply.

8. Credit Cards

Our preferred payment method is by credit card/debit card or cash payments (NZ\$). We accept Visa, MasterCard, and American Express. A surcharge fee of 3.5% on any American Express transaction (including the bond) applies and 2% on other credit cards. There is no charge for cash. Our policy is to charge in your credit card's country of origin currency.

9. Cancellations

Please note that your deposit is non-refundable. Cancellation fees are as follows:

<ul style="list-style-type: none">• 20 - 28 days 20% of rental is retained by Kiwi Campers	<ul style="list-style-type: none">• 10 - 19 days 40% of rental is retained by Kiwi Campers	<ul style="list-style-type: none">• 1 - 9 days 75% of rental is retained by Kiwi Campers	<ul style="list-style-type: none">• Cancelled on the day or No Show 100% of rental is retained by Kiwi Campers
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If a vehicle is returned early for any reason there is no refund available. If an amendment is made to the rental dates within 28 days of collection, no refund will be made if the length of hire is decreased (that is, the rental will be charged at the number of days originally booked). A relocation fee may apply if the collection or return location is amended within 28 days of vehicle pickup or if notification occurs during the hire. Any amendment made to decrease the length of the hire more than 28 days prior to the rental period will incur a NZ\$50 administration fee. It is important to note that Kiwi Campers may at its discretion treat any amendment to decrease the booking as a cancellation.

10. Road Restrictions

Hirers are permitted to drive their vehicle on any road in New Zealand except the following which are prohibited in all circumstances:

- Ninety Mile Beach – Northland
- North of Colville Township - Coromandel Peninsula
- Tapu-Coroglen Road - Coromandel Peninsula
- Skippers Canyon Road – Queenstown
- Ball Hutt Road - Mt. Cook
- Any beach or unformed/ gravel road in New Zealand. The only exceptions to this are any recognised campground access roads or road works. **Continuous driving on gravel or unsealed roads , there are no restrictions on which roads the vehicle can be driven on, however continuous travel on gravel or unsealed roads voids all insurance**
- Kiwi Campers reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions.

Please note that if these road restrictions are breached, all insurances will become null and void and the hirer will be liable for the full cost of any and all damages incurred.

11. Vehicle Substitution and Design

Should the vehicle booked be unavailable through unforeseen circumstances, Kiwi Campers reserves the right to substitute an alternative vehicle without prior notification and at no extra cost. This shall not constitute a breach of contract and does not entitle the hirer to a refund.

12. Smoking

All Kiwi Campers vehicles are designated Smoke Free, absolutely no smoking is allowed inside the vehicle. If a vehicle is returned with the smell of smoke inside the vehicle a \$200.00 cleaning fee will apply.

12. Insurance - Standard Rates

All Kiwi Campers standard rates include standard Kiwi Campers vehicle insurance (Bronze insurance cover). When you collect your vehicle we take an impression of your credit card for the bond. We do not deduct the bond from the credit card at the start of your hire, but merely hold the authority to deduct it in the unfortunate event of an accident. The impression of your credit card covers your accident/ damage bond liability plus any extra costs such as refilling fuel, cleaning, emptying of the toilet at the end of hire or any traffic infringements, losses or breakages and any related surcharges. Each separate accident will incur an excess charge. A credit card imprint must be on all rental agreements and must be the credit card of the main hirer unless prior arrangements have been made. Kiwi Campers does not accept Debit Cards for the bond imprint. **Where a credit card is not available, a cash bond will be held by Kiwi Campers for 21 days following the termination of the hire.**

14. Excess Reduction Options

There are four levels of excess / bond reduction available to the hirer. The standard insurance included in our rates is called the Bronze insurance cover. You are fully insured in case of accident damage. The Liability is applicable regardless of who is at fault and must be paid upon the completion of the rental period. If the hirer is not at fault and the third party admits liability, then Kiwi Campers will refund the amount charged to the hirer upon receipt of payment from the third party. Please note the hirer is fully liable for all towing/retrieval costs of the damaged vehicle regardless of the Excess Reduction Option the hirer has selected. Please be aware that once an Excess Reduction Option is selected and confirmed with Kiwi Campers, the cost of the Excess Reduction Option is **non-refundable**.

Please Note: for customers who are **using debit cards for their security deposit**, due to the limitation with Terms of Use for Debit cards which are treated as cash and full excess will be debited unless the Platinum Insurance cover is purchased and then a imprint will be taken.

Bronze Insurance Cover

Kiwi 4 and 6/7 Berths - There is an excess of NZ\$4,000 included within our standard rates.

Kiwi 2 Berth - There is an excess of NZ\$2,000 included within our standard rates.

Silver Insurance Cover

Kiwi 4 and 6/7 Berths - Our Silver insurance cover is an extra NZ\$25 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$1,500.

Kiwi 2 Berth - Our Silver insurance cover is an extra NZ\$12.50 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$750.

Gold Insurance Cover

Kiwi 4 and 6/7 Berths - Our Gold insurance cover is an extra NZ\$40 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$250.

Kiwi 2 Berth - Our Gold insurance cover is an extra NZ\$20 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$125.

Gold insurance cover includes the following extras:

- Picnic table & chairs (one chair for each person travelling)
- Baby seat and/or child booster seat
- One windscreen and multiple windscreen chips will be covered for accidental damage

Platinum Insurance Cover

Kiwi 4 and 6/7 Berths - Our Platinum insurance cover is an extra NZ\$65 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$0.00

Kiwi 2 Berth - Our Platinum insurance cover is an extra NZ\$32.50 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$0.00

Platinum insurance cover includes the following extras:

- Please advise us which free accessories you require prior to pick up.
- These are GPS, Baby Seat, Outside BBQ, Picnic Table and Chairs, Solar Shower and Porta Potti.
- Zero excess
- Carbon emissions offsetting for all kilometres travelled
- One windscreen, multiple windscreen chips and two tyres will be covered for accidental damage

Protection Plus Insurance Cover

Kiwi 4 and 6/7 Berths - Our Protection Plus insurance cover is an extra NZ\$55.00 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$0.00

Kiwi 2 Berth - Our Platinum insurance cover is an extra NZ\$27.50 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$0.00

Number of claims

Each insurance policy can only have **one individual claim** made by the hirer. The policy is cancelled after each accident and all payments are forfeited. Kiwi Campers reserves the right to agree to a renewal of any insurance policy or to cancel the hire at the hirers cost.

15. Liabilities

The hirer is completely liable for all damage to a Kiwi Campers vehicle or third party property if:

1. Damage is caused where the terms of the Rental Contract have been breached
2. Damage is caused by negligence
3. Damage is caused to the vehicle in any way by part or total water submersion or salt water
4. Damage is caused to the vehicle by the renter's wilful conduct
5. Damage is caused to the vehicle by the use of snow chains
6. Damage is caused due to a single vehicle roll over
7. Damage or loss is caused to any personal belongings
8. Damage is caused due to use of incorrect or contaminated fuel
9. Damage is caused due to fuel being placed in the water tank
10. Damage is caused to the vehicle when using the vehicle in contravention of any legislation or regulation controlling vehicular traffic

16. Accessories

Accessories are available to hire off Kiwi Campers. It is best to pre order these to guarantee availability. You can still order the accessories at pick up but your first choice may not be available. Please note the Hirer is fully liable for all costs if the accessories are lost, damaged or stolen regardless of what Excess Reduction Option was taken. The GPS fee of \$5 per day is payable up to a maximum of 30 days thereafter no fees apply (maximum \$150).

The hirer is responsible for:

- To ensure that all child seats and restraints are installed correctly
- To ensure that the gas is off (unlocked) whilst driving and that the rear or sliding door of the vehicle is open when the gas cooker is used

17. On-Road Assistance – Mechanical Faults

If the vehicle has any mechanical failures these problems must be reported to Kiwi Campers as soon as possible in order to give Kiwi Campers the opportunity to rectify the problems during the rental.

Please Note: This service does not cover failures resulting in the hirer's action or inaction which includes, but is not limited to the following:

- The vehicle running out of fuel or incorrect fuel being used
- The keys being locked inside the vehicle or lost
- Flat batteries caused by incorrect usage of the batteries and/or incorrect usage of any equipment that requires the batteries in order to operate
- A breakdown resulting from damage caused in an accident
- A breakdown caused by wilful neglect

The hire may be liable for a charge by the road side assistance provider in the even assistance is required for the above

The hirer is not entitled to any refund at the end of the hire period unless Kiwi Campers has been advised of the problem earlier, and has been given the opportunity to rectify the situation. Kiwi Campers does not accept any liability for any claims made after this point. Kiwi Campers is not liable for any delay in repair caused by the breakdown occurring on a weekend or a public holiday. A refund can be requested if the breakdown has directly caused a delay in travel of 48 hours or more, if the delay is less than 48 hours in one location Kiwi Campers can deny the refund request at its own discretion.

18. Maintenance and Repairs – Equipment Faults

The hirer shall take all reasonable care to ensure that the vehicle is properly maintained. This shall include **DAILY** checks to the oil, water and batteries. The hirer shall be liable for any cost associated with the incorrect use of fuel (fuel being diesel or petrol), including putting fuel in the water tank. The failure of accessories such as TV, DVD, CD player, microwave, gas heater, air conditioning unit, fridge and hot water heater do not constitute a breakdown. Any problems associated with the vehicles equipment, must be reported to Kiwi Campers as soon as possible and within 24 hours in order to give Kiwi Campers the opportunity to rectify the problem. Failure to do so will compromise any claims as we cannot accept liability for any claims submitted after this period. Kiwi Campers will endeavour to facilitate on-road repairs however the repair should not be possible or fail the hirer is not entitled to a vehicle change or compensation.

19. Refunds

Regretfully, no refunds can be given for any unused portion of your holiday. However, your travel insurance may in some circumstances cover the unused portion. Refunds for hires paid and cancelled prior to pick up will be subject to our cancellation policy. If it is determined that a refund is due, Kiwi Campers will process the refund back to the original credit card charged, or a refund cheque will be posted if payment was made by direct debit or cash. All refunds will be made in NZ\$ and Kiwi Campers does not accept any liability for currency exchange rate fluctuations. Refunds are processed once a week.

20. Exchange Vehicle

The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, Customer location, accident liability and remaining hire duration. Additional charges may be incurred (as per below).

- If an Exchange Vehicle is required because of an accident, the Customer is responsible for making their own way to the nearest Kiwi Campers branch at their own cost.
- Kiwi Campers may offer the hirer the option of paying an 'Exchange Vehicle Relocation Fee' to send a driver to deliver the exchange vehicle to the hirer's location.
- The hirer will pay for any costs relating to delivery of a change over vehicle because of any single Vehicle accident. The charge applies irrespective of any Excess Reduction Options taken.
- A new insurance shall be required for the Exchange Vehicle.

21. Extra Fees

- An instructional walk-through of your motorhome may be purchased for an additional NZ\$25
- If the vehicle is not returned in an identically clean state as it was supplied, a fee of NZ\$150 will apply
- Public Holiday vehicle collection will incur a one off fee of \$60 to be paid at pick up. Kiwi Campers is open on the following Public Holidays: 2 January, Waitangi Day, Easter Monday, ANZAC Day, Queens Birthday, Labour Day, Boxing Day, Auckland and Christchurch Anniversary days.
- If the toilet (where applicable) is not returned empty, a fee of NZ\$150 will apply
- If the waste tank (where applicable) is not returned empty, a fee of NZ\$150 will apply

22. Traffic Infringements

All traffic infringements including Speeding Fines, Parking Tickets, Unpaid Toll charges and Free Camping fines are the responsibility of the hirer. Kiwi Campers will charge the hirer's credit card using the bond imprint given to cover the cost of the fine, plus a processing fee of NZ\$50. In the circumstances of credit card failure, or no credit card is supplied then Kiwi Campers reserves the right to pass on details of the hirer's home contact to the New Zealand Traffic Authorities at a fee of NZ\$50.

23. Fuel and LPG

All vehicles are supplied with a full tank of fuel and full bottle of LPG at the start of the hire, and must be returned with a full tank at the end of your hire. If the vehicle is returned without a full tank of fuel or LPG bottle, the hirer is liable for the cost to refill, plus a fee of NZ\$50.

24. Road User Charges related to Diesel Vehicles

The Road User Charges of Diesel Vehicles is an extra to the hirer.

The Road User Charge Recovery Fee will be calculated and collected on return of the vehicle based on the kilometres travelled during the hire.

The vehicle rates per 1000kms are as follows

- Kiwi 2/3 Berths / ST / Euro - \$71.00
- Kiwi 4 Berths - \$71.00
- Kiwi 6-7 Berths - \$72.00

Kiwi Campers reserves the right to amend the Road User Charges Recovery Fee upon changes in Government regulations.

25. Delivery and Return of Vehicle

The vehicle shall be returned in a clean condition, on the return date in the agreement and at the location noted on the agreement.

26. Change of Drop-Off Destination

If the hirer wishes to change the drop off destination after confirmation of booking, they must first obtain authorisation from Kiwi Campers. Subject to the change being approved, a minimum additional charge of NZ\$950.00 will apply.

27. Rental Extension & Late Return

If the hirer wishes to extend the rental whilst on hire, they must first obtain authorisation from Kiwi Campers who will advise of the additional cost. Rental extensions are subject to fleet availability. Failure to obtain authorisation (i.e. a late return) will result in the hirer being charged their daily rate plus an additional NZ\$500 per day for each day the vehicle is not returned.

Important

Please Note:

These Terms and Conditions constitute the entire agreement and there are no other oral undertakings, warranties or agreements. Kiwi Campers and agent are not authorised to vary, add to, or delete form, this agreement or to make any representation about performance, specifications or fitness for purpose of Kiwi Campers.

When the hirer comprises of more than one person, each person is liable jointly and severally for all obligations under this agreement

Kiwi Campers reserves the right to amend these terms & conditions, vehicle specifications and tariffs at any time without prior notice.

Kiwi Campers reserves the right to refuse any rental at its own discretion and cancel any rental agreement at anytime if there has been any reports of driving which breach's any New Zealand law.