



## Summary Of Rental Conditions

This summary is provided for your convenience only. It does not purport to constitute legal advice or to provide a comprehensive restatement of the terms of our Vehicle Rental Agreement, a copy of which is available upon request. Please note that the full terms of our Vehicle Rental Agreement will apply to the hire of any of our vehicles, and will prevail to the extent of any inconsistency with this summary.

### 1. Vehicle Pick-up & Drop-off:

Vehicles are available for pick-up at a designated time on the first day of the hire period and must be returned on the agreed date at the nominated depot before 3pm (12pm Saturday). All depots close 12pm Saturdays and are not open Sundays. After Hours Drop-off may be available on Saturdays by arrangement.

**1.1 Early & Late Returns:** Early pick-ups can be organised in advance, subject to availability. Late returns will be charged for additional days. If no extension has been authorised, we have the right to report the car stolen and press charges. Administration fees may also apply.

**1.2 Change of Drop off Location:** Campervan Village may at its discretion allow a change of drop off location once a booking has been made. A fee of \$700 will be charged to any booking where the drop off location is changed.

**1.4 All Campervan Village Drop Off Depots:** Vehicles are to be returned in a clean condition with utensils/crockery/cutlery clean, and leftover food/rubbish disposed of, otherwise a cleaning fee of \$200 (\$400 for 4WD / AWD Vehicles) will apply.

**1.5 Self Contained Vehicles:** A penalty of \$400 will apply if a vehicle is returned without the greywater tanks & toilet cassette dumped/emptied. This condition is strictly enforced.

**1.6 Depot Closures:** In the event of a Depot Closure we may be unable to satisfy bookings. You agree not to hold Campervan Village responsible for costs incurred as a result of a Depot Closure. We will however refund your booking deposit IN FULL. Campervan Village will endeavour to give as much notice as possible in the event of a depot closure.

### 2. Rental Period, Extensions & Cancellations

**2.1 Rental Duration & Extensions:** We calculate the rental period by the number of calendar days the campervan has been on the road, regardless of the pick-up time. Extensions may be organised through the sales office, subject to availability, and at the current rental rate. The extension fee must be paid immediately via credit card or in person at a Campervan Village depot. No refunds will be given for rentals shortened on day of pick up. There is no refund for late pick up or early return.

PLEASE NOTE: Strict Minimum Hire Requirements may be in place for travel between 14th December and 14th January.

#### 2.2 2WD, AWD and 4WD Vehicles Cancellations:

No refunds. There are no refunds for late pick up or early return. This policy is subject to any rights you have under any law to the contrary to the extent stated in our Vehicle Rental Agreement.

### 3. Taxes

All prices quoted include 15% GST.

### 4. Fees & Infringements

Campervan Village accepts payment via Visa and Mastercard. All hires will attract a 3.5% Administration and Contract Fee. American Express Cards will not be accepted.

**4.1 Infringements:** We reserve the right to charge you for any infringement and unpaid toll notices incurred during your possession of the Vehicle and you agree that we may charge such amounts to your credit card. You agree to pay administration costs of NZD\$77 per infringement and unpaid toll notice, which will be charged to the credit card provided at the time of hiring without further notice to you. You agree that personal information provided to us in connection with the rental of the Vehicle, including your credit card details, may be disclosed by Campervan Village to a third party for the purpose of contacting you in relation to any infringement and unpaid toll notice incurred during your possession of the Vehicle and for administration costs incurred by Campervan Village.

## 5. Licence & Age of Hirer

**5.1 Licence:** We need to view and record details of your driving licence on collection of your camper. For international licence holders, the licence needs to have been valid for 6 months and you must be at least 18 years of age. A valid overseas or international driving licence is permitted. We rent Standard vans to overseas drivers under the age of 21 and also rent standard vans to Australian & New Zealand provisional licence holders.

**5.2 Age of Hirer:** Campervan Village are available for hirers aged 18 and over who possess a valid driver's license. This excludes Australian & New Zealand license holders under the age of 21, unless authorised by the owner in writing. Please Note: A \$5 Per Day Mandatory Fee applies to drivers under the age of 21.

## 6. KM Allowance

From 18 of March 2019 all vehicles will include 300kms free per day. Any hires exceeding this daily KM Allowance will be charged \$0.30 per additional KM, to be paid immediately upon return of the vehicle. An odometer reading will be taken upon pick up and drop off to calculate this.

For hires 8 days or longer, hirer may purchase an Unlimited KM Allowance package prior to collection of the vehicle at a cost of NZ \$35 per day. No refunds will be offered for unused KMs.

Any bookings made before 18 March 2019 will include an Unlimited KM Allowance.

**6.1 Kilometre Charge Subject to Area of Use:** If Campervan Village has reason to believe that you travelled outside of the area of use stipulated on the Vehicle Rental Agreement, you will become liable for the sum of kilometres travelled that exceeds the sum of the daily allowance of 300km at a rate of \$0.35 per km.

**6.2 Kilometre Charge for Hires under Minimum Rental Periods:** All hires are subject to minimum rental periods. In some circumstances, Campervan Village will allow a hire that is shorter than the minimum rental period specified for that trip. In these instances, you will be required to pay for extra kilometres above your 300km a day allowance at a rate of \$0.35 per km. An odometer reading will be taken upon pick-up and drop-off to calculate this.

## 7. Fuel Consumption

Fuel consumption varies according to vehicle type, driving conditions and the how the vehicle is driven. Campervan Village Campervans run approx 6-12km/ L (subject to wind conditions and speed). All vehicles are serviced and mechanically fit at the beginning of every hire and as such our vehicles are fuel efficient. Campervan Village does not refund any hire costs related to excess fuel consumption.

## 8. Unforeseen Events

Sometimes due to unforeseen circumstances (crash, vehicle theft, etc.) we are unable to supply the vehicle requested. Campervan Village will take no responsibility if the booked vehicle is not physically present in the depot and therefore not available due to external conditions beyond our control. We will always endeavour to supply a vehicle of similar quality and characteristics.

Campervan Village is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes. No refunds will be provided for any infestations mentioned above or that could have happened during the rental time.

## 9. Rental Refusal

Campervan Village reserves the right to refuse any rental, or the continuation of any rental at its discretion.

## 10. Exchange Rate/Currency Fluctuation

All credit card transactions are conducted in New Zealand Dollars (NZD\$). Due to exchange rate fluctuations there could be some variation in the amount initially debited against the credit card and the amount refunded when the vehicle is returned. Campervan Village accepts no liability for these variations, up or down.

## 11. Deposit & Payment Term

When making a booking (online or through the sales centre), 2WD vehicles require a \$500 non-refundable deposit (or the total rental cost if this is less than \$500) with the remaining balance paid at time of pickup. 4WD/AWD vehicles require full payment at the time of booking. The booking is confirmed once this has been received. A 3.5% Administration and Contract Fee applies to all hires.

**11.1 No Cash Transactions:** Campervan Village does not accept cash as payment in our depots. All payments made are to be via credit card, EFTPOS or direct Bank Transfer. Campervan Village will accept cash as payment in extenuating circumstances, however a processing fee of \$50 will apply.

## 12. Bank Transfers

If paying by bank transfer or depositing cash at a bank branch for your booking cleared funds need to be confirmed by Campervan Village before you collect your vehicle. Transfers from Domestic Bank Accounts normally show overnight, Transfers from International Accounts may take up to 5 days. Cash banked at the branch should show immediately. We DO NOT accept customer bank receipts or internet printouts of your account as proof of payment. We must see the funds in our account before we release a vehicle to you.

### 13. Campervan Village Liability Reduction

Campervan Village Liability Reduction Option - Cover 1 - is not a substitute for Travel Insurance. Campervan Village strongly recommends that all hirers take out the highest level of travel insurance with their travel provider when visiting New Zealand.

\* All Liability amounts are subject to the Terms & Conditions listed below.

\*\* An additional \$5 a day applies for under 21's.

^A valid credit card is required for imprint.

If no credit card is available, a \$ 1000 Bond applies. This amount is held for the entire length of hire. It will be refunded within 30 business days after vehicle has been returned in satisfactory condition.

Vehicle Type	Price	Bond	Liability	Information & Inclusions
2WD Vehicles	\$32** Per Day	Credit Card Imprint (^)	Single Vehicle Incident Liability \$5000 Multiple Vehicle Incident Liability \$10*	This cover is mandatory for all 2WD Rentals. <ul style="list-style-type: none"> <li>• Front Windscreen</li> <li>• 4 x Tyres</li> <li>• Roadside Assistance*</li> <li>• Up to 4 Additional Drivers Inc.</li> <li>• No Charge for Foreign Licenses</li> </ul>
4WD & AWD Vehicles	\$50 Per Day	Credit Card Imprint (^)	Single Vehicle Incident Liability \$5,500 Multiple Vehicle Incident Liability \$10*	This cover is mandatory for all 4WD & AWD Rentals. <ul style="list-style-type: none"> <li>• Front Windscreen</li> <li>• 4 x Tyres</li> <li>• Roadside Assistance*</li> <li>• Up to 4 Additional Drivers Inc.</li> <li>• No Charge for Foreign Licenses</li> </ul>

\*Bond is held for the entire length of hire. It will be refunded within 30 business days after vehicle has been returned in satisfactory condition.

#### Zero Cover Option:

If you have selected the 'Zero Cover' Option, a fixed fee of \$150 applies.

Liability of \$5,000 for 2WD vehicles and \$7,000 for 4WD vehicles applies if Zero Cover is selected. In addition, hirers choosing this option are responsible for all Roadside Assistance call out costs.

A bond of \$5000 is payable for 2WD Vehicles, and \$7,000 for 4WD/AWD which is held for the duration of your hire, and is refunded within 30 days after vehicle has been returned in satisfactory condition.

**Liability Reduction - Cover 1** - is available subject to the terms of our Vehicle Rental Agreement. This means that we indemnify renters against loss and damage that renters sustain as a result of an incident whilst a permitted driver is driving the rented vehicle. However, we will only do this if you have complied with the terms of our Vehicle Rental Agreement and the EXCLUSIONS listed in this document and you have paid the applicable amounts set out in the diagram shown above within the timeframes set out in the Hirer Vehicle Rental Agreement.

A 3.5% Administration and Contract Fee Applies to Damage Cover.

**13.1 Liability Reduction entitlements:** Liability Reduction - Cover 1, the hirer is entitled to the following:

- Up to 4 x Extra Drivers
- 4 x Tyres
- 1 x Front Windscreen
- Roadside Assistance (Exclusions Apply - see Article 19 'Repairs and Breakdowns')

#### 13.2 Terms & Conditions of Damage Cover:

Campervan Village Liability Reduction Cover 1 is subject to the Terms & Conditions of the hirers Vehicle Rental Agreement and will become null and void as cover in the event the Agreement is breached.

A Breach of the Hirer Vehicle Rental Agreement can include, but is not exclusive to the scenarios described in 13.2.1:

**13.2.1 Incidents involving Dangerous Driving:** Incidents involving Dangerous Driving are recognised as a Breach of the Terms and Conditions of the Hirer Vehicle Rental Agreement. Damage as identified below is specifically excluded from any Liability Reduction Cover (unless otherwise stated below) and the customer remains fully liable for all repair and recovery costs incurred:

- Speeding
- Driving while intoxicated
- Driving Highways or any rural areas after sunset/before sunrise
- Falling asleep at the wheel or fatigue
- Single-vehicle incident
- Single-vehicle rollover
- Incidents involving animals

All recovery fees and repair costs are to be borne by the hirer if any of the abovementioned factors are involved in an incident.

**13.2.2 Incidents and Breakdowns on Unsealed Roads:** Recovery fees for breakdowns and incidents on unsealed roads are not covered under the terms and conditions of Liability Reduction Cover or the Hirer Vehicle Rental Agreement.

NOTE: Only 4WD/AWD vehicles are permitted on unsealed roads.

**13.2.3 Exclusions under Campervan Village Damage Cover 1:** Liability Reduction Cover DOES NOT protect the hirer from all liability. The hirer acknowledges that they are responsible for all repair and recovery costs for the following damage irrespective of the Liability option that may have been taken:

- a) Stationery Incidents:** Any damage sustained while the vehicle is stationery, unless there is another vehicle involved that has been identified and reported to the police. The hirer has a duty to park the vehicle in safe areas when not in use.
- b) Reversing vehicles:** Any damage incurred while reversing.
- c) Animals:** The hirer will be solely responsible for the payment of any damage and or recovery costs resultant from incidents involving animals.
- d) Night Time Driving:** Any damage sustained AFTER SUNSET and BEFORE SUNRISE outside of major cities and towns.
- e) Roof/Underbody Coverage:** Any damage to roof/underbody of our vehicles. This includes damage sustained to Rooftop Tents.
- f) Tyres/Windows:** Liability Reduction Cover 1 offers coverage of 4 x Tyres and 1 x Front Windscreen ONLY. Any costs relating to additional damage of tyres or windows is to be borne by the hirer.
- g) Theft, Fire and Break-In:** Any damage/loss resultant from theft, fire or Break-in. Campervan Village does not offer compensation for loss of any personal items.
- h) Water Damage:** Any damage sustained from river crossings, flooding, beach driving or contact with salt water.
- i) Outside Agreed Area of Use:** Damage sustained outside the agreed upon Area of Use as stipulated on the Hirer Vehicle Rental Agreement.
- j) Keys:** Costs associated with the retrieval of keys which have been locked in the vehicle and/or recovery of broken, lost or stolen keys are to be borne by the hirer.
- k) Incorrect Fuel:** Damage sustained as a result of incorrect use of fuel.
- l) Drivers:** Any drivers not identified on the Hirer Vehicle Rental Agreement or in possession of a suspended/canceled license will not qualify for any Liability Coverage.
- m) Towing & Recovery for All Vehicles:** Unless otherwise stated, all towing costs will be at hirer expense.
- n) Dangerous Driving:** Damage caused as a result of dangerous driving. Dangerous driving is constituted by, but not limited to speeding, driving while intoxicated, fatigue, single-vehicle incidents, single-vehicle rollover.
- o) Negligence:** The hirer will be responsible for reparation & recovery fees if the vehicle is damaged while being used in a negligent manner.

**13.2.4 Liability Reduction Cover and Incidents involving other vehicle/s:** Incidents involving other vehicle/s must be reported immediately. If other vehicle/s are involved and details of these vehicles (and their drivers are not identified and reported, Liability Reduction will be voided and the hirer will be liable for the full cost of repairs and recovery.

**13.2.5 Compensation for Unused Fuel:** If the hirer is permitted to swap vehicles after a breakdown or incident, there will be no compensation offered for unused fuel.

**13.2.6 Security Bond:** Depending on the vehicle type selected, a bond may be required at time of collection. Only a valid credit card will be accepted – our depots do not accept cash as any form of payment. If a valid credit card is not available for an imprint, a bond of \$1000 is required for 2WD vehicles and \$1000 for 4WD/AWD vehicles (PLEASE NOTE: Debit Cards and Travel Cards will not be accepted for the imprint). An administration fee equal to the merchant service fee will apply to all Liability Reduction Options.

If Vehicle and extra equipment are in an acceptable condition upon return to the contracted depot, bonds will be returned via our accounts department, unless the vehicle has been in or reported to have been in an accident. PLEASE NOTE: Bond refunds can take up to 30 Working Days to process.

Our depots do not keep cash overnight and are unable to refund bonds as cash. Any bonds from a bank account (ie for return will be transferred to a bank account nominated by the hirer. Any bank fees associated with this are to be borne by the hirer.

## 14. Areas of Use

### 14.1 Totally Prohibited areas 2WD vehicles:

- (i) Any beach, sand or Island. Unsealed Roads can only be accessed in 4WD/AWD vehicles.
- (ii) Any water crossing. Any water damage to the vehicle is considered as a Breach of Contract and the hirer will be responsible for all costs for repair and recovery.

### 14.2 Totally Prohibited areas 4WD / AWD vehicles include:

- (i) Any beach, sand or island.
- (ii) Any water crossing. Any water damage to the vehicle is considered as a Breach of Contract and the hirer will be responsible for all costs for repair, recovery and liquidated losses.
- (iii) 90 mile beach is strictly prohibited and use in this area is considered as a Breach of Contract, and the hirer will be responsible for all costs for repair, recovery and liquidated losses.

#### 14.2.1 4WD / AWD Access Roads:

4WD Vehicles are permitted on unsealed roads excluding prohibited areas. Certain areas may be designated as special 4WD / AWD zones.

## 15. Minimum Hire Fees

Minimum Hire Periods apply and are subject to confirmation at time of booking & may change according to date of pickup. Other charges may apply and will be advised at the time of booking. All fees and charges are subject to change without notice at any time.

**15.1 Short Hire Fees:** Any approved hires less than minimum requirement will attract a short hire fee

## 16. Maintenance & Responsibility

It is the hirers responsibility to maintain oil and water levels, by checking and maintaining. It is advisable to do this at every fuel top-up. Failure to maintain appropriate fluid levels may result in engine damage, and will constitute a breach of your obligations under the Vehicle Rental Agreement.

Any problems associated with the vehicle, including equipment failure, must be reported to Roadside Assistance (+61 417 740 308) immediately, in order to give our staff time to rectify the problem during the rental period. Campervan Village will always try to rectify the problem within 24 hours of being notified.

The provision of Roadside Assistance is a gratuitous service we provide to our customers. Its availability does not release you from any of your obligations under the Vehicle Rental Agreement. If the vehicle is found to be faulty, the hirer is obliged to inform Campervan Village Roadside Assistance (+61 417 740 308) immediately. Any claims lodged after the hire is completed will be disregarded unless just cause is provided.

**16.1 Minor Accessory Malfunctions:** Malfunctions of stereo systems, interior lights, air-conditioning, sink water pumps etc., are not considered mechanical breakdowns and downtime will not be paid.

**16.2 Towing and retrieval of damaged vehicles:** Unless indemnified by the Terms & Conditions of Liability Reduction Cover 1 as outlined in Article 13 of this document & the Vehicle Rental Agreement, all recovery and towing costs are to be borne by the hirer.

**16.3 Packages:** All packages purchased come with a complimentary GPS. In the event that this item is malfunctioning or cannot be provided, no refund will be given.

## 17. Currency Variations

All rental transactions are in New Zealand Dollars. If the need should arise for a refund, it will be applied in New Zealand Dollars. Campervan Village accepts no responsibility for exchange rate fluctuations, positive or negative.

## 18. Number of People

Campervan Village can carry up to 5 people depending on the number of seatbelts fitted in the van. The vehicle is not suitable or licensed to carry passengers in the rear whilst moving without a fitted seatbelt. People registered with signatures on the rental agreement are the only permitted drivers. No animals or pets are permitted in Campervan Village vans.

**18.1 Children:** Campervan Village does not permit child restraints or baby seats to be fitted in any of its vehicles except the Compact Camper & AWD / 4WD Vehicles (these vehicles have anchor points for restraints).

## 19. Repairs & Breakdowns

All Campervan Village have Roadside Assistance Membership, giving you the peace of mind of roadside assistance. Please note that hirers will be liable for callout fees in the following scenarios:

- (i) Locked keys in the vehicle (human error)
- (ii) Flat Battery (human error)
- (iii) Tyre Change/s (human error)
- (iv) Use outside of contracted area of use, or damage caused by negligence
- (v) Hirers that have selected 'Zero Cover' liability option, will be liable for any & all Roadside Assistance callout fees

Excess Towing charges and recovery fees may also apply, this includes costs incurred transporting hirers and passengers.

**19.1 Payment of Repairs:** All repairs to vehicles MUST be authorised by Campervan Village. Costs are to be at the customers' expense. Campervan Village may reimburse these costs after the completion of the hire if:

- (i) The repairs are authorised by Campervan Village Management in writing
- (ii) The repairs are the result of vehicle fault through fair wear and tear and not the result of hirer misuse or negligence
- (iii) If appropriate receipts are obtained from repairer and emailed to: info@campervanvillage.com

Campervan Village will not reimburse repair costs for malfunctioning accessories (this includes items such as gas cookers, interior lights, A/C, Stereo systems, 12V Chargers, Sink Water Pumps etc).

## 20. Breach of Duty Fees

Under the Terms and Conditions of every hire, the hire is responsible for the welfare of the vehicle. As such, Campervan Village reserves the right to charge Breach of Duty Fees if it deems these Terms and Conditions have been breached:

**20.1 Late Dropoff Fee:** Late Dropoff Fees Apply (this applies to hirers who fail to return their van by closing time at the designated dropoff depot).

- \$150 Fee Applies for dropoffs between close of business on the dropoff day and before 8:00am on the day following the contracted period of hire.

- \$200 Fee + Applicable Daily Rate Applies for vehicles returned after 8am on the day following the contracted period of hire. \$200 Fee + Applicable Daily Rate will apply to every day following the contracted period hire unless Campervan Village is otherwise notified.

- If hirer is going to be late or wants to request an extension of hire then it is advised that they advise our call centre on 1800 121 421 as soon as possible to avoid application of these fees.

**20.2 Cleaning Fee:** \$200 Cleaning Fee (\$400 for AWD / 4WD Vehicles) will be deducted from hirer Bond or charged to nominated credit card (this will apply only to hirers who return their vehicle untidy). Campervan Village reserves the right to request a \$200 Pre-Authorisation (\$400 for AWD / 4WD) from a valid credit card at pickup. If the vehicle is returned clean internally & externally, this amount will be unfrozen in the hirers account.

**20.3 Unsealed Road Fee & Recovery Costs:** A \$250 Unsealed Road Fee + Any Damage and Recovery Charges. Campervan Village reserves the right to charge hirers a breach of Duty fee of \$250 if it discovers evidence that a 2WD vehicle has been driven on unsealed roads without prior authorisation.

**20.4 Unauthorised Roads Fee:** All hirers traversing roads other than those specified on the hirers Vehicle Rental Agreement will be subject to a \$1500 Fee plus all costs that may be associated with damage and/or recovery of the vehicle.

**20.5 Containment Tanks/Toilet Cassette Dumping Fee:** A Dumping fee of \$400 will apply to Self Contained Vehicles returned without the greywater tanks & blackwater/toilet cassette being completely dumped/emptied.



## 21. Smoking

Smoking is not permitted in any Campervan Village vehicles. Penalties as per 20.2 will apply.

## 22. Limit of Liability

Subject to the terms of the Vehicle Rental Agreement, we will refund all moneys renters have paid if we are unable to supply a Campervan Village vehicle at the commencement of the hire period, and we will refund the balance of all hire fees referable to the remainder of any hire period in the event that any Campervan Village vehicle hired to a renter suffers a mechanical failure rendering it unable to be driven or otherwise unsafe, provided always that any inability to supply or mechanical failure has not been caused or contributed to in any way by the renter. This is the full extent of our liability to you, and you agree to release and indemnify us in respect of any and all claims or causes of action you might otherwise have against us.

**22.1 Important:** The renter is fully and personally liable for any loss or damage caused to a Campervan Village vehicle or to third-party property (including consequential loss or damage) if the terms of the Vehicle Rental Agreement and any of the aforementioned policies and articles are breached in anyway. You should read the Vehicle Rental Agreement for full details of what constitutes a breach. Without limiting the terms of the Vehicle Rental Agreement, a breach will arise if:

1. Damage to the vehicle is caused by careless, wilful or reckless driving as per Article 13.
2. You drive under the influence of alcohol or drugs as per Article 13.
3. You drive on roads deemed restricted or prohibited by Campervan Village.
4. The vehicle is immersed in water or damaged by saltwater.
5. The vehicle sustains overhead or underbody damage.

Campervan Village strongly cautions against standing or otherwise occupying the roof of a vehicle while in motion. Campervan Village is not liable for damage to persons or property that may result from such activities.

All bookings are accepted subject to availability and subject to our right to refuse any rental in our sole and unfettered discretion.

## 23. Damage and/or Loss to Personal Belongings

Campervan Village accepts no liability or responsibility for damage to or loss of personal belongings left in the vehicle.

## 24. Unforeseen Events

If your vehicle is unavailable overnight due to being held in a mechanical repair shop and you have purchased Liability Reduction Cover 1 (One), you will be refunded for that nights hire. For all out of pocket expenses, we recommend you take the highest level of travel insurance.

## 25. Night time driving

Night time driving is not advisable on the highways - and is strictly forbidden, due to the high number of active wildlife and people falling asleep while driving. Hirers will be liable for all costs of repair and recovery under Article 13.

## 26. Do not swerve for animals

If an animal runs out in front of you, apply the brakes, but do not swerve. If you hit the animal you may sustain damage. If you swerve, you will roll and definitely cause damage. You may even sustain serious personal injury. The hirer will be financially responsible for any damage sustained by incidents involving animals.