

CAMPERVAN RENTAL TERMS AND CONDITIONS – NEW ZEALAND

Dated August 2019
Effective from 1 September 2019 to 30 June 2020

All tariffs are in New Zealand Dollars (NZ\$) and are inclusive of New Zealand Goods and Services Tax (GST).

"Lucky Rentals" refers to Lucky Rentals Limited, a New Zealand registered company.

Rates

Daily hire charges are calculated on a per calendar day basis.

Daily hire charges cannot be altered once a booking has been confirmed (subject to changes in legislation or errors).

Minimum hire periods and one-way hires

Minimum hire periods apply. They are subject to change and will be notified to the hirer prior to booking confirmation.

An extra fee may apply to hires where the drop off location is different from the pick up location of the vehicle.

Pick up and drop off

Lucky Rentals is closed on the 25th of December.

A set pick up and drop off time is required on each booking. Lucky Rentals reserves the right to release the vehicle 24 hours after the scheduled pick up if the hirer has not advised Lucky Rentals of any change to pick up date. The vehicle must be dropped off at the specified time. Lucky Rentals allows a grace period of 59 minutes. A fee equal to the daily rental rate may apply for drop offs after this time.

Drivers requirements and licence

Drivers must hold a current and valid drivers licence for the duration of the hire period. An International drivers licence without supporting country licence is not valid.

No minimum or maximum age restriction applies.

Deposit and payments

To secure a booking a non-refundable deposit of NZ\$100 is required. This deposit will vary if booked through an agent. The remaining balance is payable upon collection of the vehicle.

Please note that the correct amount is required for all cash payments as no change is available.

A non-refundable surcharge fee of 2.5% on all Visa and MasterCard transactions and 5.0% on all American Express transactions applies.

Lucky Rentals requires a credit or debit card to be used as a bond on all rental agreements and this must be the credit or debit card of the main hirer unless prior arrangements have been made.

Lucky Rentals reserves the right to process a customer's credit or debit card pertaining to the rental after the hire period.

The hirer is liable for all administration, collection and legal costs in respect of charges payable under these terms and conditions.

Amendments

If an amendment is made to the hire dates within ten (10) days prior to pick up or during the hire, no refund is available.

If the hirer wishes to extend the rental whilst on hire, authorisation must be obtained from Lucky Rentals. Any extension is subject to fleet availability and additional cost. The daily rate for an extension may differ from the original rate booked.

Failure to obtain authorisation (i.e. a late return) will result in the hirer being charged the daily rate, which may differ from the original rate booked, plus an additional NZ\$200 for each day.

If the hirer wishes to change the pick up or drop off location after confirmation of the booking, or during the hire period, authorisation must be obtained from Lucky Rentals. Subject to the change being approved, an additional charge of NZ\$750 may apply.

If the vehicle is collected late or returned early for any reason there is no refund available for the unused portion of the hire.

Cancellations

Please note that the deposit is non-refundable.

Cancellation fees are as follows:

Cancelled 1 – 10 days prior to pick up

50% of the rental (including accessories and excess reduction option) is payable to Lucky Rentals and/or the booking agent.

Cancelled on the day or no show

100% of the rental (including accessories and excess reduction option) is payable to Lucky Rentals and/or the booking agent.

Hirer's responsibility

It is the hirer's responsibility to:

- Ensure that all child seats and restraints are installed correctly
- Be aware of, and comply with, all New Zealand legislation including, but not limited to, New Zealand Transport Agency rules and regulations
- If the vehicle is fitted with a LPG gas bottle ensure it is off whilst driving or not in use
- If the vehicle is fitted with a butane gas booker ensure the canister is off (unlocked) whilst driving or not in use
- Ensure that the rear or sliding door of the vehicle is open when the cooker is in use

Road user charges

A road user charge (or diesel tax) applies to all diesel vehicles in New Zealand. This tax will be calculated and payable to Lucky Rentals, upon completion of the hire, based on the kilometres travelled during the hire.

Fuel

The vehicle is supplied with a full tank of fuel and must be returned with a full tank of fuel. If the vehicle is returned without a full tank of fuel, the hirer is liable for the cost of the refuelling, plus a fee of NZ\$25.

Extra fees

The following extra fees should be noted:

- The driver is free. Each additional driver incurs an extra fee of NZ\$1 per day, unless Sure Thing Excess Reduction Option is taken
- A NZ\$10 premium location fee applies for all bookings collecting from Auckland and Christchurch branches
- If the toilet or waste water tank (where applicable) are not returned empty, a cleaning fee of NZ\$100 will apply
- All vehicles are designated smoke free. If smoking is undertaken inside the vehicle, a cleaning fee of NZ\$100 will apply

Traffic infringements and fines

All traffic infringements and fines (including speeding, parking, freedom camping (parking in restricted camping areas) and toll road infringements) are the liability of the hirer. The hirer authorises Lucky Rentals to charge the hirer's credit or debit card the cost of the infringement, any online payment fees, plus a processing fee.

In the event that Lucky Rentals receives notification of any infringement notice or fine:

- A processing fee of NZ\$25.00 will apply to all infringement notices or fines pertaining to a road or bridge toll
- A processing fee of NZ\$50.00 will apply to all other infringements such as but not limited to speeding, traffic violations, parking and camping

Hirer's liability

Lucky Rentals requires a bank pre-authorisation of the excess/bond amount (or a NZ\$250 minimum whichever is greater) from the hirer's credit or debit card.

The pre-authorisation hold can remain on the cardholder's account for between ten and thirty business days, depending upon the issuing bank's policy.

The hirer is liable for all damages to the vehicle. Following the notification of an accident, Lucky Rentals will immediately deduct the pre authorised bond to cover the cost of the repair. The Bond will be refunded when

- the hirer was not at fault and a third party has admitted liability or paid for the damages
- the amount that the hirer was at fault in relation to the damage or the actual costs to repair the damage are known (if less than the bond amount)

The hirer's liability is covered by the relevant Excess Reduction Option selected up to a maximum of NZ\$2,000,000.

The hirer's personal belongings are not covered by Lucky Rentals.

The hirer is fully liable for any and all damages or costs when:

- These terms and conditions are breached
- Negligence or wilful misconduct has occurred
- Incorrect or contaminated fuel is used (this includes running out of fuel or putting fuel in the water tank or system)
- The vehicle is used in contravention of any legislation or regulation
- The hirer breaks or loses the vehicle key(s)
- The vehicle is damaged due to improper use of campervan components or accessories (such as, but not limited to, gas cookers and snow chains). This includes but not limited to attaching signage, Go Pro mounts, surf boards and bike racks to the vehicle.
- Any and all costs incurred by mechanical or campervan operational user error issues
- The hirer takes the vehicle onto a beach or sand
- The vehicle becomes submerged, flooded, bogged or immobile
- The hirer does not obey height-restricted areas (such as, but not limited to, car parking buildings) and damage is caused to the hired vehicle
- The hirer is involved in a single vehicle rollover. This includes, but is not limited to, a vehicle that has rolled, tipped, or fallen over on its side
- Driving on gravel or unsealed roads (this excludes access roads up to 100m in length, roadworks and roadside rest areas)
- Retrieving, storing and recovering (or disposing of) the vehicle to the agreed rental location following an accident
- The hirer has failed to stop and contact Lucky Rentals when a warning light appears on the dashboard
- The hirer continues to drive the vehicle following the temperature gauge moving in a direction which shows a departure from the normal operating temperature
- The hirer continues to drive the vehicle after a mechanical breakdown or failure (including an accident) has occurred
- The hirer, at Lucky Rentals request, does not complete an insurance claim form following an accident
- The replacement cost of the campervan component provided with the vehicle or hired accessory when not returned or returned in a damaged or nonworking condition

Excess reduction options

There are three levels of excess reduction options available to the hirer:

The Gambler

Lucky Rentals' rates include standard vehicle cover with an excess/bond of NZ\$2500. i.e There is no extra cost.

On the Fence

The hirer can pay an additional NZ\$15 per day (to a maximum of fifty (50) days) and reduce the excess/bond to NZ\$1500.

Sure Thing

The hirer can pay an additional NZ\$25 per day (to a maximum of fifty (50) days) and reduce the excess/bond to NZ\$0. A bank pre-authorisation of NZ\$250 will be required.

Sure Thing includes the following:

- One complete windscreen replacement or multiple windscreen chips
- Multiple tyre replacement
- Free extra drivers

All excess reduction options are subject to a minimum period of five (5) days.

Third Party excess reduction is not compulsory in New Zealand and claims can take months to resolve. For peace of mind, Lucky Rentals recommends the hirer take Sure Thing excess reduction option.

Accidents

A non-refundable administration fee of NZ\$75 will apply in the event of an accident. This is irrespective of whether the hirer or a third party is at fault and will be applicable on a per claim basis.

The hirer will be responsible for all associated costs in retrieving, storing, recovering and disposing the vehicle to the agreed rental location irrespective of whether the accident is the hirer's fault or a third party. This cost is not covered under any excess reduction option and is in addition to respective excess reduction option levels.

In the event that the costs of all parties involved in the accident and liability is not confirmed before drop off of the vehicle the hirer will be charged the full excess under the rental agreement. The hirer will be refunded any excess payment following confirmation of costs and liability.

If an exchange vehicle is required it is the hirer's responsibility, and at their cost, to return to the nearest Lucky Rentals depot to collect the exchange vehicle. Prior to the collection of an exchange vehicle the daily rate will still apply and Lucky Rentals accepts no liability for loss of travel days and associated costs.

Lucky Rentals cannot guarantee an exchange vehicle following an accident. An exchange vehicle may take up to three (3) days to be available and may not be an identical vehicle. This is irrespective of whether the hirer or third party is at fault.

In the event of an exchange vehicle being required, any excess reduction option purchased is not transferable to the exchange vehicle.

If an exchange vehicle is not required by the hirer no refund for the unused portion of the hire is applicable.

Mechanical faults

The hirer shall take all reasonable care to ensure that the vehicle is properly checked and maintained during the hire period. This shall include daily checks of the oil, water and tyre pressures.

Mechanical breakdowns must be reported to Lucky Rentals as soon as possible in order to give Lucky Rentals the opportunity to rectify the issues during the hire. In order to facilitate on-road repairs, Lucky Rentals may require the hirer to take the vehicle to an approved repairer.

The hirer is not entitled to any refund unless Lucky Rentals has been advised of the issue, and has been given the opportunity to rectify the situation.

A refund can be requested from Lucky Rentals if a breakdown has directly caused a delay in travel in one location of 48 hours or more.

Lucky Rentals is not liable for any delays in rectifying a situation caused by a breakdown occurring on a weekend or public holiday.

Lucky Rentals is not liable for any monetary (or otherwise) loss arising from the hirer pre-paying activities or campsites, but not limited to, where a breakdown has caused delays in the hirer's travel schedule.

Road-side assistance

The vehicle is covered by 24 hour, 7 days road-side assistance.

This service covers any mechanical malfunction or failure of the vehicle.

Please note that this service does not cover failure resulting from the hirer's actions or inactions, 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 hirer is liable for any charge from a road-side assistance provider, Lucky Rentals uses NZ Roadside Assistance Limited, in the event assistance is required for the above. In addition, this includes all charges relating to vehicle recovery assistance and towing in the event of an accident. These terms and conditions of hire authorises Lucky Rentals or NZ Roadside Assistance Limited to charge the hirer directly.

Non-mechanical failure

The failure of non-mechanical accessories such as, but not limited to, the fridge, hot water, DVD / CD player, water pump or heated towel rail do not constitute a breakdown.

Refunds

Refunds are typically in the form of a rental extension.

Subject to any provisions under the Fair Trading Act 1986 and/or the Consumer Guarantees Act 1993, any potential refund for a breakdown of the vehicle will be comparable to the daily rental rate of the vehicle for each day in which use of the vehicle is not available.

All monetary refunds are processed in NZ\$ and Lucky Rentals does not accept any liability for currency exchange rate fluctuations or bank charges.

Important

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

Lucky Rentals cannot be held responsible for any insect infestation such as, but not limited to, mosquitoes, ants, flies, fleas and bedbugs.

Except to the extent where Lucky Rentals is liable under law, the hirer agrees to release and indemnify Lucky Rentals from and against all actions, claims, demands, losses, damages, costs, expenses, harm or other misadventure which the hirer may suffer or incur or become liable for as a result of the use or misuse of the vehicle.

Should the vehicle booked be unavailable, Lucky Rentals reserves the right to substitute an alternative vehicle without prior notification, and at no extra cost to the hirer or cancel the booking and refund the hirer all monies paid to Lucky Rentals. Please note a substitute vehicle may be with a different supplier.

The hirer authorises Lucky Rentals to collect, hold and use the hirer's personal information for purposes related to the hire of the vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by Lucky Rentals. The hirer further acknowledges that such personal information may be disclosed to debt collection agencies, parties involved in an accident with the vehicle while on hire, any agents responsible for the processing or handling of infringements and fines or statutory bodies as required.

Lucky Rentals reserves the right to amend these terms and conditions, vehicle specifications and tariffs at any time without prior notice. Subject to changes in legislation or system generated errors, Lucky Rentals will not amend the terms and conditions applicable to a confirmed booking, unless the booking is amended at the hirer's request.

Lucky Rentals reserves the right to refuse any rental and/or terminate a confirmed booking or current hire and take immediate possession of the vehicle if the vehicle is damaged, the hirer has not complied with any of the material terms and conditions, in the reasonable opinion of Lucky Rentals and/or the NZ Police that the hirer does not have sufficient skill or experience to operate the vehicle or the safety of the passengers or the vehicle is at risk.