



Our Terms and Conditions

SUMMARY OF RENTAL CONDITIONS

This document contains a brief summary of our rental conditions. The full details of our rental contract do apply. Rates are quoted in **New Zealand dollars**.

Branch Hours of operation:

Branches are open 7 days a week, **9:00AM to 5:00PM**

1) Rental Include:

- Unlimited kilometres
- 15% G.S.T.
- Standard insurance
- Bedding & Kitchen Kits
- Pre-hire Cleaning Fees
- Vehicle Consultation Fee
- 24/7 Roadside Assistance
- Extra Driver Fees
- Camp Ground Brochures
- Complimentary Airport Transfers

2) Driver's Licence and Minimum Age:

(a) All drivers must be 18 years of age or over. For Motorhome, all drivers must be 21 years of age or over.

(b) A full resident country driver's licence must be presented at the time of Vehicle pick up for each nominated driver.

(c) If the driver's licence is not in the English language then an international driver's licence is also required. An accredited English translation will be accepted in lieu of an international driving permit.

(d) New Zealand law states if your overseas driver's licence is NOT in English you must carry an accurate translation. This is your responsibility as the hirer.

(e) The driver's licence must be valid for the whole length of the rental

3) One Way/ Relocation Fees:

One-way/ Relocation fees are available between North and South Islands and vice versa. The one way fees apply, range from **\$250.00 to \$650.00** depending on location and during peak periods.

4) Rental Duration:

Rental days are charged per calendar day. The day of pick-up is calculated as the first day of rental regardless of pick up time and the day of return is calculated as the last day of rental regardless of drop off time.

5) Airport/ Accommodation Transfers:

Vehicles must be collected and returned to our depot (**NOT Airports**). A transfer to the RRR depot from the Airport and vice versa is provided **free of charge**.

A required pick-up/ drop off from Auckland CBD will be an additional fee of **\$75.00** applies

6) Vehicle Pick up:

Pick up must strictly be no later than 3:30 PM. Late pick-up, an additional fee of **\$75.00** applies and only by prior arrangement. **Pick up the following day, no refund applies.**

The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank.

Hirer must abide by New Zealand law and policies by leaving with vehicle, customer accept and understand is in satisfactory condition for age.

7) Vehicle Return:

Hirer must return with Full fuel tank, all waste products (include wastewater tank, personal rubbish, toilet cassette) must be emptied. An additional charge of **\$50.00** applies if failure to return in satisfactory condition, plus **\$90.00** administration fee.

Hirer must advise Road Runner Rentals of approximate time to avoid delays.

Any damage must be reported to Road Runner Rentals at the time, not on return.

No refund will be made if the **length of hire is shortened** (that is; the rental will be charged at the number of days originally booked).

8) Return Penalties:

Return of vehicle must be on the return date, and location set out in the Rental Agreement, **no later than 12:00PM**.

If Hirer wishes to drop-off the Vehicle after 3:00PM, they must first get approval from RRR (call 0800 800 708). Failure to obtain authorisation for a late drop off will result in addition to the daily rate being charged. If the late drop-off is approved, a fee of **\$75.00** is applicable. Failure to return to location, without RRR permission, **penalty fee of \$2500** and currently daily gross rental rate per day applies.

9) Rental Extension:

If the Hirer wishes to extend the rental whilst on hire, they must contact directly Road Runner Rentals Reservations for approval, and will be advised of the additional costs. Rental extension is subject to fleet availability. The extra cost (Gross Rate) of an extended rental must be paid by credit card over the telephone or at a depot immediately on confirmation of the rental extension.

Failure to obtain authorisation will result in the hire being charged **double the daily gross rental rate**, plus Excess Reduction Option Charges (if applicable) for each day until the Vehicle is returned.

10) Deposit to Confirm Booking:

The **20% deposit** of the total booking is required to confirm your booking and non-refundable once booking is confirmed. There is no credit card fee charged at the time of booking or via our online booking system.

12) Payment:

We accept Visa, MasterCard, and will incur an additional non-refundable **2% surcharge** on any transaction. Cash payment also will be accepted at rental depot.

If you would like to **pick up vehicle from other locations** rather than Auckland, Christchurch, the balance of your rental **must be paid prior pick up**.

If you would like to make a pre-pay the balance of the rental before pick up, you either can pay by Paypal, Visa or MasterCard.

13) Exchange Rate / Currency Variations:

All credit card transactions are conducted in New Zealand dollars. Due to exchange rate fluctuations, there could be some variance in the amount refunded compared to the amount initially charged. We do not accept any liability for variances up or down.

14) Booking Amendment:

If you wish to make any changes to your booking (including voluntary downgrade) the booking will be calculated by using either the original rate or the rate that is valid at the time of the booking change, depending on whichever rate is higher. There are no exceptions to this rule. The following situations are classified as booking alterations:

- Change of date for vehicle pick-up or drop-off
- Change of location for vehicle pick-up or drop-off
- Change of vehicle category

15) Change of Drop-Off Destination:

If the hirer wishes to change the drop off destination after the rental has commenced, they first must obtain authorisation from Road Runner Rentals Reservations. Subject to the change being approved, a relocation fee may apply if the collection or return location is different.

16) Cancellation fees

Every cancellation of confirmed RRR booking will incur **\$90.00 administration fee**.

If cancelled within 24 hours of booking, 100% refund.

If cancelled 30+ days prior to pick up: 20% deposit is non refundable.

If cancelled 11-30 days prior to pick up: 50% of Total Rental.

If cancelled within 10 days prior to pick up or on the day of pick up or no show: 100% of Total Rental.

17) Standard Bond (apply for Sprinter 2 Berth, 4 Berth Explorer and 6 Berth Motorhome)

A Bond of **\$1000** will be collected at the time of entering into the Rental Contract. The credit card holder is jointly and severally liable for any damage to the rental vehicle.

The **Bond is refundable** when the vehicle is returned to the correct location on time, is full of fuel and all other terms of the Rental Contract have been complied with.

If there is damage to the vehicle on its return, the Bond will be used to cover the cost of such damage up to the amount of the relevant Liability.

However, if the terms of the Rental Agreement are breached and the Bond is insufficient to cover the damage, then any extra cost will be charged.

Refunds by credit card including bond refunds can take up to 5 working days.

18) Standard charge for vehicle damage:

- Paint/ Panel damage: \$750.00 applies plus \$90.00 administration fee.
- Vehicle parts & accessories: RRR will purchase replacement parts/ accessories up to excess amount

19) Mechanical Breakdowns:

Any mechanical problems associated with the Vehicle must be reported to Road Runner Rentals as soon as possible in order to give RRR the opportunity and suitable time to rectify the problem during the rental period. Equipment failure must also be reported to RRR.

If RRR is not contacted or Hirer do not allow RRR the opportunity to rectify the problem during the rental period, Hirer agrees that the problem is of such a minor nature, and Hirer also agrees that No claims will be accepted after this period rental period. RRR is not responsible for any claims made by hirer after the return of the Vehicle, as your rental agreement has expired.

Hirer 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.

20) Refund policy:

Although we run latest model vehicles, it may happen that small repairs are required. All vehicles are enrolled in the New Zealand Automobile Association and 24hr emergency roadside assistance is available.

Any repair/ breakdown is must notify RRR and obtain RRR's consent before the repairs are carried out.

If the Vehicle cannot be driven as a result of a breakdown, RRR will only reimburse hirer for the time that the Vehicle was not available to be driven. RRR are unable to supply vehicle booked.

Any cost incurred in hirer travelling to an RRR depot is Hirer's responsibility.

The failure of accessories such as air-conditioners, 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 RRR to Hirer.

RRR is not responsible for any accommodation charges, meals, change of itinerary or out of pocket expenses resulting from a breakdown of the Vehicle or as a result of any accident.

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

Any dispute with vehicle, the customers have a maximum of 5 days to lodge the claim after their hire contract expired. RRR Resolution form will be required to filled in. Any complain, or claim made after this indemnity period, we will have no further action or response required.

Note: 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) Vehicle availability

Vehicles cannot be requested by make or model, only by vehicle category.

RRR will endeavour to supply the vehicle category selected, however, should the Vehicle booked be unavailable through unforeseen circumstances, RRR reserve the right to substitute an alternative Vehicle without prior notification and at no extra cost. The alternative vehicle shall be as close a substitute for the booked Vehicle as possible.

In the event of no alternative vehicle being available to the hirer, our liability is to a refund of the deposit.

Should the Customer decide to voluntarily downgrade their vehicle category from that booked, they will not be entitled to a refund.

22) Road User Charge Fee (RUCs):

The Road User Charge Fee will be **applied for diesel vehicle only**, calculated and deduct from the bond on return of the vehicle based on the kilometres travelled during the hire. The fee will be **\$7.40 per 100km (as at 01 July 2019)**. We reserve the right to amend the Road User Charge Fee upon Government intervention.

23) Infringements and Administration Fees:

Road Runner Rentals reserves the right to charge the hirer for any speeding, toll way or parking, camping fines of the vehicle. In addition to these costs, Road Runner Rentals reserves the right to charge for associated administration costs for processing the fines (irrespective of liability). An administration fee of **\$90.00** per fine will be applicable.

24) Multiple Rentals:

Consecutive Motorhome/Campervan rentals can be combined to qualify for a long-term discount rate. If drop off of a vehicle and pick up of a new vehicle occurs on the same day then a day each will be charged. Multiple rentals are treated as separate rentals under the one way fee and minimum rental period conditions per respective vehicle.

25) –

26) Hirer's obligations:

You **MUST NOT**

Smoke or allow animals in the vehicles at any time. A soiling fee of \$300 will be charged if you breach this obligation. You must not drive under the influence of alcohol or drugs or use the Vehicle for any illegal purposes.

You **MUST:**

- (a) Keep the Vehicle locked and the keys under your personal control at all times and produce such keys if the Vehicle has been stolen;
- (b) Ensure that all responsible care is taken in handling and parking the vehicle and that it is left securely locked when not in use.
- (c) Be aware and in compliance with all New Zealand Land Transport rules and regulations. This is your responsibility.
- (d) If Travelling with Children: The Child Restraint Law stipulates that children under 7 must be properly restrained in an approved child restraint. It is the hirer's responsibility to ensure their child restraint or a hired child restraint is installed correctly. It is strongly recommended by Land Transport New Zealand that children should be seated in the rear of a vehicle.
- (e) Maintain engine oils and coolant levels if the Vehicle's warning lights indicate that this is required plus maintain the tyres at the recommended pressure. Weekly checks are required.
- (f) We recommend you have travel insurance to cover any unforeseen events that may cause the shortening of your rental.

(g) All accidents, damages, maintenance and repairs must be reported immediately to us. If not reported within 24 hours an additional \$75 fee will be charged.

(h) Credit card details are required on every Rental Agreement to cover any additional fees, infringements or exclusions.

You agree that this agreement is void and you are fully responsible for all costs if you breach any of the conditions of this agreement irrespective if you have the All Inclusive, Partial Excess Reduction or Standard Bond.

27) Personal Injuries:

New Zealand legislation provides limited coverage for personal injury. RRR does not accept any liability for personal injuries sustained during the rental, nor for any loss or damage to any personal belongings or property of the Customer (or any person or entity related to the Customer). RRR strongly recommends the Customer takes out personal travel insurance to cover any injury or loss.

28) Road restrictions:

You must not drive on these restricted roads:

(a) RRR Vehicles can only be driven on sealed/bitumen or well-maintained roads; and

(b) Vehicles are not permitted on Skippers Road (Queenstown), the Crown Range Road (Queenstown), Ball Hut Road (Mt. Cook), Ninety Mile Beach (Northland), North of Colville Township (Coromandel Peninsula) and all ski field access roads (from 01 June to 31 October). The Customer is responsible for all damage if travelling on these roads, liable for ALL associated costs of any repairs, towing and all damages if you do regardless of which Excess Reduction Option you have

29) Procedures in case of accident

If the Customer is involved in a motor vehicle accident whilst on hire, the following procedures should be followed:

(a) At the Accident Scene the Customer must:

1. Obtain the names and addresses of third parties and any witnesses.

2. Report the accident to police, regardless of estimated damage costs.
3. Not accept blame or insist the other party is at fault.
4. If possible, photograph damage to all vehicle(s) and registration number(s).
5. Phone RRR (call 0800 800 708) with the accident's details within 24 hours.

(b) At the Branch

1. The Customer must produce their driver's licence and hand over the police report (if applicable) and any supporting photographs.
2. The Customer is required to pay the cost of any Damage to the Vehicle (if applicable, in accordance with clause 21) and any other amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting 'the event' and not at completion of the Rental Period.
3. The Customer will pay RRR the daily rental rate for the period the vehicle is off fleet for accident repairs.
4. The RRR Customer Service Representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately, and signed by the Customer.

30) Time Frame for Settlement of Claims and Bonds

RRR will use best endeavours to ensure that any money due back to the client is forwarded as quickly as possible, however Third Party claims can take months or even years to resolve. The customer acknowledges that handling of these claims is up to RRR Insurer and the Third Party, whether they are insured or not. There is nothing RRR can do to speed up this process.

The Customer agrees to provide all reasonable assistance to RRR in handling any claim including providing all relevant information and attending Court to give evidence if required.

31) Vehicle damage – Liability and Excess Reduction Option

The Customer understands that:

- (a) the Vehicle is insured for third party vehicle and property damage;

(b) the Customer's liability for Damage may be reduced by taking out the Excess Reduction Option.

The Customer will be responsible for the total cost of any Damage, and the Excess Reduction Option (if taken) will be void, if:

(a) the Hirer breaches any of the terms of this Agreement, and that breach is the cause of or contributes to the relevant Damage; or

(b) the Damage is covered by any of the exclusions set out in clause 33.

At the commencement of the Rental Period, the **Hirer has the option to take out the Liability Reduction Option**, which incurs an additional charge per day. If the Liability Reduction Option is taken, the Hirer will not be responsible for the cost of any Damage. This cover includes unlimited tyre and windscreen cover for accidental Damage. However, the Liability Reduction Option does not provide cover for the costs of any Damage attributable to a single Vehicle rollover.

If the **Hirer choose to take the Standard Excess** then, where the Hirer is at fault, the Hirer is responsible for the cost of the Damage (up to NZ\$4,000 for the Sprinter, Motorhome and NZ\$2,500 for all other campervans) at the time the accident report is completed, not at the completion of the Rental Period.

If it is not clear at the time the accident report is completed whether the Hirer was at fault, the Maximum excess will be deducted from Hirer's credit card at that time and will:

(a) be held by RRR and only refunded to the Customer upon a determination by the relevant insurance company that the Hirer was not at fault in relation to the Damage;

(b) be deducted by RRR in the amount equal to the cost of the Damage caused by the Customer upon a determination by RRR's insurance company that the Customer was at fault in relation to the Damage. 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 the cost of the daily rental rate for the period the vehicle is being

repaired. In addition to the costs associated with the damage, a **processing fee of \$90.00** and associated damage assessment fees will be applicable per claim.

RRR STRONGLY RECOMMEND THAT OUR CUSTOMERS TAKE EXCESS REDUCTION OPTION FOR TRAVEL WITH COMPLETE PEACE OF MIND.

32) Property Damage:

The Vehicle is insured for damage to it or damage to the property of a third party. However the hirer is responsible up to the amount of the applicable Liability for the cost of such damage to third party property, or to the rented Vehicle. The Liability applies in respect of each claim, not per rental. In addition to the Liability an administration fee of **\$90** will be charged per claim. The Liability is applicable regardless of who is at fault and must be paid at the time the accident is reported to Road Runner Rentals, not at the completion of the rental Period. Road Runner Rentals reserves the right to charge the renter for any vehicle damage including Third Party property damage not reported on return of the vehicle.

33) Exclusions:

The Hirer acknowledges that the Excess Reduction Option will not apply, and that they are responsible for all costs arising out of, or incurred in connection with:

(a) any Damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the Vehicle), or driving under the influence of alcohol or drugs, or negligence;

(b) any loss or damage to any personal belongings or property of the Customer (or any person or entity related to the Customer);

(c) any Damage where the Customer is charged by local authorities for being careless, showing gross negligence or wilfulness in failing to abide by the local road rules;

(d) retrieving or recovering a Vehicle which may include, but is not limited to, a Vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in any way and/or has been abandoned, in each case in circumstances within the control of the Customer;

(e) replacing keys which have been lost or stolen, or retrieving keys which have been locked in the Vehicle;

(f) any overhead or underbody damage to the Vehicle however caused, except where the Excess Reduction Option is taken;

(h) Damage of vehicle parts & accessories, such as: awnings, sunroof. The replacement will be charged to Hirer

(i) Damage caused by drivers not identified on the rental agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learner or probationary licence;

(j) any Damage caused to the Vehicle due to the use of snow chains; and

(k) any Damage associated with the incorrect use of fuel (fuel being diesel or petrol), which includes Bio-Diesel which should not be used, or water or other contamination of fuel.

34) Use of the vehicle

The Hirer agrees that, during the Rental Period, the Hirer will not allow the Vehicle to be:

(a) driven otherwise than in a prudent and cautious manner. A single Vehicle rollover is considered a breach of this condition. A single Vehicle rollover may include, but is not limited to, a Vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the Vehicle in circumstances within the control of the Hirer.

(b) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;

(c) left with the ignition key in the Vehicle while it is unoccupied;

(d) submerged in water, brought into contact with salt water, used in a creek or river crossing, driven on a beach or through flooded areas;

(e) used for any illegal purpose or in any race, rally or contest;

35) Privacy

RRR will collect personal information as part of its rental process. Any information collected by RRR will be handled in accordance with the RRR Privacy Policy which you can view on our website.

The Customer agrees that RRR may collect, use and disclose the Customer's personal information including but not limited to the location, usage and servicing of your Vehicle, your speed, fuel consumption, distances travelled and current and previous locations visited (through global positioning system vehicle tracking and diagnostics (telematics) and other electronic tools) in accordance with the RRR Privacy Policy. The Customer further acknowledges that RRR is entitled to retain Customer Credit Card details pursuant to clause 23 of this Agreement and in accordance with the RRR Privacy Policy. The RRR Privacy Policy contains information about how to access and correct your personal information, how to make a privacy complaint, how RRR will handle a Customer complaint, how to opt out of direct marketing and whether a Customer's personal information may be disclosed to third parties located overseas. Customer Credit Card details will not be disclosed to third parties.

36) Payment of charges – joint and several liabilities

All charges and expenses payable by the Customer under this Agreement are due on demand by RRR including any collection costs and reasonable legal fees incurred by RRR. When the Customer comprises more than one person, each person is liable jointly and severally for all obligations of the Customer pursuant to this Agreement.

37) Ownership of the vehicle

We retain title to the Vehicle and you agree that you will not sell, lend or sublease the Vehicle.

38) Proper Law

This Agreement is governed by the laws of New Zealand.

39) Entire agreement

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, oral representations, warranties or agreements between the parties relating to the subject matter of this Agreement that have been relied on by the Customer and RRR will

have no liability to the Customer under sections 9, 12A, 13 or 14(1) of the Fair Trading Act 1986 if the Customer acquires the Vehicle rental in trade.

40) Credit Card Authority

RRR shall be entitled to retain the details of the credit card provided by the Customer in connection with a booking ("**Credit Card**") in accordance with the RRR Privacy Policy and to take any action to recover from the Credit Card the amounts due by the Customer pursuant to this Agreement.

The Customer expressly and irrevocably authorises RRR to charge to the Credit Card all amounts payable under this Agreement. By way of summary these charges include, but are not limited to, any costs or fines arising under (Delivery and return of the Vehicle), (Late drop-offs), (Rental extension), (Use of the vehicle), (On-road assistance), (Freedom camping and toll and traffic offences) and (Terminating the agreement and repossessing the vehicle). RRR will provide the Customer with an itemised bill of the monies to be deducted by RRR from the Credit Card prior to making such deductions.

The Customer agrees that in the event of a dispute arising as to whether a fee has been appropriately charged to the Credit Card, the Customer will not seek to have the charge on the Credit Card reversed, but will rather contact RRR directly to discuss whether the charge has been applied in error.

If the Customer has a complaint in relation to any monies charged by RRR to the Credit Card, the Customer is invited to contact RRR by calling 0800 800 708 or by sending an email to info@roadrunnerrentals.co.nz. RRR takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

(f) used to tow any vehicle or trailer;

(g) used to carry passengers or property for hire or reward;

(h) used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this Agreement;

(i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material;
and

(j) used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

41) Customer warranties

The Customer warrants that all information supplied by them to RRR in connection with this Agreement is true and accurate and the Customer will immediately notify RRR of any change to the information.

Definitions

‘Agreement’ means the Rental Agreement and these Terms and Conditions.

‘Hirer’ means the person or persons nominated as the hirer and any person whose credit or debit card is presented for payment of the Hirer’s charges.

‘RRR’ means Road Runner Rentals Company Ltd.

‘Damage’ means any and all damage to third party property, damage to the Vehicle including tyres, windscreens, damage to the roof, under body, glass, windscreen, vandalism, exterior body and any towing or recovery costs.

‘Excess Reduction Option’ means the Liability Reduction Option described in clause 31.

‘Rental Period’ means the hire period or any agreed variation thereof and any additional period during which the Vehicle is in the Customer’s possession or control.

‘Vehicle’ means the Vehicle hired by the Customer and includes tyres, tools, accessories, camping utensils, and all other equipment, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided.

‘Fees’ mean the fees payable by you to us and as set out on the Rental Agreement plus any additional fees payable under this Agreement.

‘Dollars and \$’ are New Zealand currency.

‘GST’ means New Zealand’s Goods and Services Tax. All costs associated with RRR are inclusive of GST and you agree to pay GST at the time as you pay the fees.

‘Rental Agreement’ means the Rental Agreement Form signed by you and RRR setting out the period and specific terms of rental to which this Agreement applies including the reverse of this Agreement (and any equivalent computerised data or forms).

‘Rental Period’ means the pick-up and drop-off date shown on the Rental Agreement.

‘You, your, Customer, Driver, Hirer and yourself’ means the person(s) recorded in the Rental Agreement as the Hirer and includes all Additional Drivers as described on the Rental

Agreement and any forms for additional drivers plus anyone else that you allow to use the Vehicle.

Notes

Road Runner Rentals reserves the right to refuse any rental on reasonable grounds and may refuse to extend any rental, at its absolute discretion.

Rates/ Terms & Conditions subject to change without prior notice