

# Kiwi Motorhomes

## Hire Contract

As a family run business, we have tried to keep the terms and conditions as simple as possible. Whilst certain terms and conditions are necessary for both parties, overall, we try to maintain an approach of common sense and courtesy between ourselves and the customer. If you have any concerns or queries regarding the terms and conditions, please feel free to contact us. Many thanks.

This Rental Agreement is made between Kiwi Motorhomes Limited ("KMH") and the person and/or company signing the Rental Document as the Hirer ("the Hirer") and whose particulars are recorded in this Agreement. It is hereby agreed as follows:

## VEHICLE DESCRIPTION AND TERM OF HIRE

1. KMH will let and the Hirer will take on hire the motor vehicle as described in this Rental Agreement (herein referred to as "the vehicle"), for the term of hire as specified in the Schedule to this Rental Agreement ("the Schedule").

## PERSONS WHO MAY DRIVE THE RENTAL VEHICLE

2. The vehicle may be driven during the term of hire only by the persons named in the Schedule, and only if they hold a current full valid driver's licence valid for driving in NZ and appropriate for the vehicle.

## PAYMENTS BY HIRER

3. The Hirer shall pay KMH for the hire of the vehicle the sum or sums specified in the Schedule inclusive of Goods and Services Tax ("GST") and authorizes KMH to charge all amounts payable to the Hirer's nominated credit card.
4. In addition to the payment specified in clause 3 above, the Hirer acknowledges that they shall be liable at the end of the period of hire to pay to KMH or as KMH directs any applicable additional charges payable at the end of the term. These include, but are not limited to:
  - (a) charges for diesel or LPG used (but not oil) if the vehicle is not returned with a full tank of fuel or gas bottle;
  - (b) charges for late return of the vehicle as provided in this Rental Agreement;
  - (c) charges for damage to or repair of the vehicle (subject to the other terms of the Rental Agreement); and any enforcement charges relating to such damage or repairs (including legal costs);
  - (d) charges for cleaning the vehicle's interior if the vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorizing. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and unpleasant odours including cigarette smoke;
  - (e) traffic and/or parking offence infringement fees;
  - (f) the surcharge charged to KMH by its bank for payments made by the Hirer on credit card.

5. KMH will charge the amounts set out in clauses 3 and 4 above to the Hirer's account prior to pick up, during or after the term of hire is completed, or the Hirer may pay such charges as agreed with KMH, such choice to be at KMH's sole discretion.
6. If the Hirer fails to pay any money due under or in connection with the Rental Agreement within 14 days of the date by which the Hirer was required to pay the money, KMH may, without prejudice to any other rights or remedies KMH may have or be entitled to, charge the Hirer and the Hirer must pay all additional costs as outlined below:
  - (a) interest at 10% (compounded daily) on the total amount owing from the expiry of 14 days from the date on which the Hirer was required to pay the money to the date of payment;
  - (b) all costs incurred by KMH for the collection of the unpaid money by a debt collection agency or other external or legal agency; and
  - (c) an administration fee of \$50.

## USE OF THE VEHICLE

7. The Hirer shall not:
  - (a) use or allow the vehicle to be used for the transport of passengers for hire or reward;
  - (b) sublet or hire the vehicle to any other person;
  - (c) allow the vehicle to be driven by a person under the age of 25 years old;
  - (d) operate the vehicle or allow it to be operated in circumstances that constitute an offence against any of Sections 56, 57 or 58 of the Act (which relates to driving under the influence of alcohol or drugs);
  - (e) operate the vehicle or allow it to be operated in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;
  - (f) operate the vehicle, or allow it to be operated, in breach of the Act, the Land Transport (Road User) Rule 2004, or any other Act, regulations, rules or bylaws relating to road traffic;
  - (g) operate the vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or road user charge certificate, whichever is the lesser, for the vehicle;
  - (h) drive or allow the vehicle to be driven by any person if at the time of driving the vehicle the driver does not hold a current full valid driver's licence appropriate for the vehicle;
  - (i) drive or allow the vehicle to be driven on any roads excluded in clause 7 (o) of this Rental Agreement, or on any beach, driveway, or surface likely to damage the vehicle;
  - (j) allow the vehicle to be driven by any person who is not named or described in this Rental Agreement as a person permitted to drive the vehicle;
  - (k) operate the vehicle or allow it to be operated to propel or tow any other vehicle;

- (l) transport any animal in the vehicle (with the exception of guide dogs for visually impaired people);
- (m) operate or allow the vehicle to be used in involvement with any illegal activity; or
- (n) allow any person to smoke in the vehicle;
- (o) Allow the vehicle to be driven on any of the following roads: Skipper's Road (Queenstown), Ball Hutt Road (Queenstown), Ninety Mile Beach (Northland), north of Colville township (Coromandel), or any unformed roads and/or roads other than tar seal or metal; including but not limited to beaches, driveways, or any surface likely to damage the vehicle.

## HIRER'S OBLIGATIONS

8. The Hirer shall ensure that:

- (a) no person under the age of 25 years of age is permitted to drive the vehicle;
  - (i) no person under the influence of drugs or alcohol is permitted to drive the vehicle;
  - (ii) all reasonable care is taken when driving and parking the vehicle and to return the vehicle in the same good condition at the conclusion of the period of hire;
- (b) the water in the vehicle's radiator and battery is maintained at the proper level;
- (c) the oil in the vehicle is maintained at the proper level;
- (d) only the fuel type specified for the vehicle will be used;
- (e) the vehicle will be returned with a full tank of fuel at the end of the period of hire;
- (f) the tyres are maintained at their proper pressure;
- (g) the vehicle is locked and secure at all times when it is not in use and the keys kept under the Hirer's personal control at all times;
- (h) the distance recorder or speedometer are not interfered with;
- (i) no part of the engine, transmission, braking or suspension systems are interfered with;
- (j) should a warning light be illuminated or the Hirer believes the vehicle requires mechanical attention, the Hirer will stop driving and advise KMH immediately;
- (k) all drivers authorised to use this vehicle during the term of hire are aware of and comply with the terms outlined in the Rental Agreement; and
- (l) any authorised driver carries their driver's licence with them in the vehicle at all times and will produce it on demand to any enforcement officer.

## OWNER'S OBLIGATIONS

9. KMH shall supply the vehicle fully registered and in a safe and roadworthy condition, with either a current Certificate of Fitness or Warrant of Fitness as the vehicle requires, current Electrical Warrant of Fitness and a current Certificate of Fitness for all gas appliances (if any) fitted to the vehicle.

## MECHANICAL REPAIRS AND ACCIDENTS

10. If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Hirer shall notify the KMH of the full circumstances by telephone immediately.
11. The Hirer shall not arrange or undertake any repairs or salvage without the KMH's authority (this includes, but is not limited to, purchasing a replacement tyre) except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.
12. 24 Hour Roadside Assistance is free for all inherent mechanical faults (as determined by KMH or its authorised repairer) related to the vehicle. For all other roadside assistance call outs including refuelling, jump start, tyre related incidents, lost keys and keys locked in the vehicle, a service fee will be charged.
13. If the vehicle requires repair or replacement, the decision to supply another vehicle to the Hirer is at the KMH's sole discretion.

## RETURN OF VEHICLE

14. The Hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the location specified in the Schedule to this Rental Agreement or obtain the KMH's consent to the continuation of the hire (in which case the Hirer shall pay additional hire charges for the extended term of hire). If the Hirer does not comply with this clause, and does not immediately return the vehicle, KMH may report the vehicle as stolen to the Police and the Hirer must compensate KMH for either the full cost of the vehicle, or all additional costs and losses incurred up to the time that the vehicle is recovered by KMH. The cost for unauthorized late return is the daily rate plus 50% and the cost of returning it to any other place not specified in the schedule, will be determined by the actual cost to return the motorhome to the location specified in the schedule.

## LIABILITY

15. The Hirer is liable for:
  - (a) any loss of, or damage to, the vehicle and its accessories;
  - (b) any consequential damage, loss or costs incurred by KMH, including salvage costs, loss of ability to re-hire and loss of revenue; and
  - (c) any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.

## INSURANCE

16. During the period of the hire the vehicle is covered by a compulsory comprehensive motor vehicle insurance policy (a copy of the insurance policy is available on request). The Hirer cannot make their own insurance arrangements in place of the insurance arranged by KMH.
17. The insurance premium is included in the hire charge.
18. The excess payable by the Hirer is as specified in Schedule to this Rental Agreement and is payable for each and every incident involving the vehicle. If the damage is excluded under the

insurance, the excess will be considered part payment toward the total damage cost and any additional cost will be charged to the Hirer in accord with clause 4.

## INSURANCE EXCLUSIONS

19. The Hirer acknowledges that the cover referred to in clause 18 will not apply to:
- (a) any depreciation, gradual damage, loss or damage arising from wear and tear, corrosion, the costs to rectify existing defects or damage;
  - (b) any breakdown being any inability to operate, breakage, breakdown or failure of any component or accessory, the engine, transmission, mechanical, electrical, alarm or electronic systems or any loss that their failure causes to the rest of the systems unless the breakdown is caused by collision or impact damage, earthquake, fire, flood, lightning, a malicious act, overturning of your vehicle, theft or illegal conversion or volcanic eruption.
  - (c) damage to tyres by the application of brakes or by punctures, cuts or bursts or bursting unless the vehicle suffers other loss or damage in an accident or the damage is deliberate and is caused by a person not insured by this policy.
  - (d) damage to any vehicle which has been unoccupied or unattended for more than 30 days unless it is in a supervised caravan park.
  - (e) losses arising from failure of, or defect or fault in, the design, specifications or materials incorporated into the vehicle.
  - (f) losses when your vehicle is being:
    - (i) used other than in accordance with the description of use;
    - (ii) as a courtesy or loan vehicle.
  - (g) used anywhere for (or being tested in preparation for) racing of any kind, pace-making, trials, tests, performance demonstrations, race track driver training or race track vehicle handling lessons (or similar events) whether organised or not;
  - (h) driven on a racetrack whether sealed or not and whether in the presence of other vehicles or not.
  - (i) losses when your vehicle is being used or driven by you or any person with your permission who:
    - (i) does not have a licence which is in full force and effect to drive your vehicle at the time and place of the accident; or
    - (ii) is not complying with the conditions of his/her licence; or
    - (iii) is excluded from the policy cover.
  - (j) losses for consequential loss (including depreciation or loss of value) of any kind, however caused.
  - (k) losses when our vehicle is being used or driven by you or any person with your permission who:

- (i) at the time of the accident giving rise to a claim under this policy is under the influence of intoxicating liquor and/or a drug (or a combination of drugs) or who has a proportion of alcohol in their blood or breath higher than that allowed under New Zealand road traffic law.
  - (ii) If your vehicle is being used or driven by a person who at the time of the accident giving rise to a claim under this policy is under the influence of intoxicating liquor, cover will still apply if you can establish that the proportion of alcohol in the breath of the person is lower than that allowed under New Zealand road traffic law.
  - (iii) it will be assumed that the proportion of alcohol in the blood or breath at the time of the accident was no less than the proportion of alcohol in any subsequent blood sample or breath test carried out following the accident.
  - (iv) following an accident giving rise to a claim under this policy refuses to undergo a breath test or provide a blood sample having been lawfully requested to do so or fails to stop or leaves the scene of the accident when it is an offence to do so.
- (l) losses that arise from your vehicle being in an unsafe or damaged condition unless you can prove that such condition did not cause or contribute to the loss or damage to the loss or damage. Cover will still apply if you can prove that you and the driver were unaware of such condition and had taken all reasonable steps to maintain your vehicle in a safe condition.
- (m) loss, destruction, damage, injury or liability directly or indirectly caused by:
- (i) war, invasion, act of foreign enemy, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, destruction or acquisition by government or local authorities;
  - (ii) nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel;
  - (iii) any act of terrorism including loss, destruction, damage or liability that arises from, is consequent upon or arises in connection with biological, chemical, radioactive, or nuclear:
    - pollution;
    - contamination; or
    - explosion.
  - (iv) an act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or to put the public or any of the public in fear.

## TRAFFIC OFFENCES

20. All penalties related to traffic and/or parking offences and/or toll charges incurred during the period of hire by the Hirer are the responsibility of the Hirer and KMH may charge the Hirer's credit card for any traffic and/or parking offence infringement fees and/or toll charges

incurred by the Hirer. KMH undertakes, in the event that KMH receives notice of any traffic or parking offenses incurred by the Hirer, to send a copy of any such notice to the Hirer as soon as is practicable and to provide the necessary information to the relevant issuing authority for such notices to be directed to the Hirer. The Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority and has a right to seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice). KMH may also charge an administration fee of \$100 inclusive of GST to cover the cost of processing and sending to the Hirer notices related to traffic and/or parking infringements.

## CANCELLATION OF HIRE AGREEMENT

21. KMH has the right to terminate the hire and take immediate possession of the vehicle if the Hirer fails to comply with any of the terms of the Rental Agreement, or if the vehicle is damaged. The termination of a hire under the authority of this clause shall be without prejudice to the other rights of KMH and the rights of the Hirer under the Rental Agreement or otherwise. If the Hirer cancels the booking prior to pick up of the Vehicle for any reason then a cancellation fee may apply as outlined in the table below.

### Cancellation schedule

Cancellation period	Cancellation fee
30+ days before commencement of Rental Period	25% of Rental Price
8-30 days before commencement of Rental Period	50% of Rental Price
0-7 days before commencement of Rental Period	100% of Rental Price

## Drivers Licence Requirements

22. Please note: A current and full motor vehicle driver's licence is required and must be produced upon vehicle collection. Visiting us from overseas? If your license is in a language other than English, please ensure two things:
- The license is appropriate for a full size motor vehicle (not restricted or learner)
  - It must be accompanied by an accredited English translation. The translation must be provided by an NZ Transport Agency authorised translation service or a diplomatic representative at a high commission, embassy or consulate, or the authority that issued your overseas licence. (An International Driving Permit may be acceptable as a translation if in English).

## PRIVACY ACT

The information requested from the Hirer is to enable KMH to assess the Hirer's request to hire a vehicle. The Hirer does not have to supply this information, but if the Hirer does not, then KMH is unable to hire the vehicle. The Hirer acknowledges that KMH will 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 KMH. The Hirer further acknowledges that such personal information may be disclosed to debt collection agencies in the event that the Hirer defaults in the payment of any monies owing to KMH, or other parties involved in an accident with the vehicle while on hire to the Hirer; or any organisations responsible for the processing or handling of traffic related

infringements; and the Hirer hereby authorises the disclosure of their personal information for such purposes.

## NOTE TO HIRER

NOTE - KMH MUST GIVE THE HIRER AT LEAST ONE COPY OF THE RENTAL AGREEMENT WHICH MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND TO AN ENFORCEMENT OFFICER.