



**Next Campers Limited**  
3 Black Rock Way  
7604 Prebbleton, Christchurch  
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mail@nextcampers.co.nz

## Terms and Conditions

effective 01 May 2019

### 1. HIRE DESCRIPTION

This agreement is between Next Campers Limited (the "Operator") and the hirer whose particulars are recorded in this agreement ("the Hirer").

### 2. WHO MAY DRIVE THIS VEHICLE

The Vehicle may be driven during the term of hire only by the persons described in this agreement and only if each such person holds a current full driver's licence appropriate for the class of vehicle in this agreement and is aged 18 or over. The licence details are recorded in the agreement alongside each person's name. If the foreign driver's licence is not in English, an English translation or international driving permit shall be carried with the foreign driver's licence.

### 3. RENTAL DURATION

Rental days are calculated on a calendar basis. Part days at the start or end of the hire are charged at the full daily rate. Late pick up or early return of the Vehicle shall not entitle the Hirer to any refund of the unused portion of the rental. If the term of hire is later extended the Hirer shall pay the Operator for the additional hire period when the Operator confirms the extended period. Extensions are subject to availability and are calculated at the daily rental rate on the date booked. In addition, the Hirer acknowledges that she/ he shall be liable to pay to the Operator at the end of the hire period any applicable additional charges specified in the agreement. These may include charges for fuel, late return, damage to or repair of the vehicle (subject to other terms in this agreement), costs incurred for the Operator through salvage or loss of revenue resulting from the hire, any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees, toll charges and the administration costs relating to these fines, fees, and charges. The Operator will deduct such charges from the Hirer's credit card during or after the term of hire is completed.

### 4. VEHICLE COLLECTION AND RETURN AGREEMENT

The Hirer must adhere to collection and return date, place and time as stated on the rental agreement. All vehicles must be collected and returned to the Operators branch in Christchurch between 09.00 am and 04.00 pm. The Operator accepts vehicle collection and return until 4.00pm unless an after-hours collection or return has been prearranged. Any late pick-ups or drop offs that have not been arranged in advance will incur a 80 NZ\$ fee. The Hirer must allow adequate time to complete the required paperwork when collecting or returning the vehicle.

### 5. BOOKING, DEPOSIT AND PAYMENT

All payments shall be made in New Zealand Dollars (NZ\$). To request a booking, please follow the booking request link in your personal quote. A deposit of 25% must be paid within 48 hours after confirmation to secure your booking. The final payment is due 40 days prior to the collection of the vehicle. If the balance is not received 40 days prior to commencement of the hire, the Operator reserves the right to treat the booking as cancelled. If your booking is under 40 days prior arrival the full amount of the booking has to be paid. We accept payments with Visa or MasterCard or bank transfer with TransferWise. A non-refundable 3% administration fee will apply to Visa and Mastercard transactions.

The insurance excess will be taken to allow the Operator to put the Vehicle and/or its contents back in the same condition it was when it was hired (if applies). If the 0 NZ\$ Insurance option is chosen by the Hire, the Operator is authorized to take 250 NZ\$ of the Hire's credit card to cover any potential costs stated in Clause 10.

The Hirer shall pay for all petrol or other fuel used in the vehicle during the period of hire.

The New Zealand government imposes a road user charge on users of diesel vehicles. The Hirer must therefore pay a road user charge recovery fee on return of the Vehicle to Next Campers. The road user charge recovery fee

payable by the Customer will be calculated on return of the Vehicle based on the kilometers travelled during the hire. The current road user charge recovery fee can be obtained from our Next Campers Team upon Vehicle collection and is available on the NZTA website. Next Campers reserves the right to amend the Road User Charge Recovery Fee in response to changes in Government Road User Charges.

The Hirer shall be liable for insurance excess and insurance exclusions as set out in Clause 10 and 11.

The Hirer irrevocably authorizes the Operator to deduct from the credit card presented by the Hirer at the time of uplifting the Vehicle all charges payable under these Terms and Conditions.

### 6. USE OF VEHICLE

The Hirer shall not:

- a) Sublet or hire the Vehicle to any other person;
- b) Allow the Vehicle to be used outside his/her authority;
- c) Operate the Vehicle, or permit it to be operated in circumstances that constitute an offence;
- d) Drive or allow the Vehicle to be driven on any beach or surface likely to damage the Vehicle;
- e) Involve the Vehicle in any race, speed test, rally or contest;
- f) Operate the Vehicle or allow it to be operated for the transport of more persons than is permitted by any relevant authority or detailed in the Vehicle Manual.

### 7. OPERATOR'S OBLIGATIONS

The Operator shall supply the Vehicle in a safe and roadworthy condition, up to the current Certificate of Fitness standards. The Operator shall be responsible for all ordinary and extraordinary costs of running the Vehicle during the term of the hire except to the extent that by the terms of this agreement those costs are payable by the Hirer. If the reserved Vehicle is not available for reasons outside the Operator's control, then the reserved Vehicle may be substituted with a comparable or superior Vehicle at no extra cost to the Hirer. Such Vehicle substitution shall not constitute a breach of contract and does not entitle the Hirer to any form of refund. If no substitute Vehicle is available to the Hirer, the Operator's liability shall be limited to a refund of the hire charge in full. In the case of mechanical failure (unless caused by the Hirer), the Operator's liability shall be limited to the hire charge for the remainder of the term of hire.

### 8. HIRER'S OBLIGATIONS

The Hirer shall ensure that:

- a) All reasonable care is taken when driving and parking the Vehicle;
- b) The engine coolant and oil in the Vehicle are maintained at the proper level; This should include regular oil and water checks.
- c) The tires are maintained at their proper pressure;
- d) The Vehicle is locked and secure at all times when it is not in use;
- e) The Vehicle keys are kept secure. The cost of replacement keys (approximately NZ\$350) and related services for example courier is at the Hirer's expense;
- f) No part of the engine, transmission, braking or suspension systems are interfered with;
- g) The fuel tanks are filled with the correct fuel and the freshwater tanks are not contaminated. The cost of replacing tanks is at the Hirer's expense;
- h) Should a warning light be illuminated or the Hirer believes the Vehicle requires mechanical attention, she/ he stops driving and advises the Operator immediately;
- i) There is no smoking in the Vehicle. Any evidence of smoking in the Vehicle shall incur a cleaning fee of NZ\$500;
- j) Animals, except for registered guide dogs, are not permitted inside the Vehicle.

## 9. MECHANICAL REPAIRS & ACCIDENTS

If the Vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Hirer has the obligation to notify the Operator immediately, but not later than 24 hours in order to give the Operator the opportunity to rectify the problem during the rental. Failure to do so may affect any claims for compensation. The Hirer accepts that any repair or salvage steps are only be undertaken within working hours and on a day following the date of notification. The Hirer shall not arrange or undertake any repairs or salvage without the Operator's authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

If the Vehicle is damaged to the extent that it cannot be driven, the Operator shall endeavor to exchange the Vehicle. Provision of an exchange vehicle is subject to availability and Hirer's location. The Operator's liability extends only to the refund of hire charges for any full days of Vehicle use lost due to a mechanical breakdown. No responsibility for out of pocket expenses, accommodation charges or meals resulting from a breakdown or accident will be accepted. All Vehicles are registered with the Automobile Association (AA) for 24-hour roadside assistance. This service covers any mechanical faults with the Vehicle.

The AA does not cover the following and the associated costs will be the responsibility of the Hirer:

- a) the Vehicle running out of fuel or breakdown is caused by the Vehicle being incorrectly fueled;
  - b) the Vehicle is unable to be accessed due to a lock out or the Vehicle keys being lost;
  - c) flat batteries caused by incorrect usage of the batteries and/or incorrect usage of any equipment that requires the batteries in order to operate;
  - d) the Vehicle is unattended at the time the AA Service Provider arrives at the breakdown location;
  - e) the Vehicle is not on public or formed road or is trapped or bogged.
- All non-mechanical call-outs to the AA will incur a call-out charge

## 10. RETURN OF THE VEHICLE

The Hirer shall, at or before the expiry of the term of hire, deliver the Vehicle to the Operator as shown on the front of this agreement, or obtain the Operator's consent to the continuation of the hire. Any alteration to the place the Vehicle is returned to may be subject to a fine of reasonable cost incurred by the Operator in returning the vehicle to the proper place of return. Failure to return the Vehicle at the agreed time and/or day will incur a late fee of NZ\$150 per day payable in addition to the daily rental rate for each day until the Vehicle is returned.

The Hirer shall return the Vehicle with

- a) a full fuel tank. Failure to do so shall result in refill charges of fuel cost plus 50 NZ\$;
- b) empty waste tanks and toilet; Failure to do so shall result in the actual emptying and cleaning charges incurred by the vendor being repayable plus 50.00 NZ\$;
- c) all Vehicle equipment accounted for and undamaged. The Hirer is liable for any equipment that is damaged or not accounted for;
- d) In a reasonably clean and tidy condition (broom clean condition inside and out). Failure to do so shall result in a cleaning fee of up to NZ \$250.

## 11. INSURANCE

The Hirer can choose one of our Insurance Options to reduce the Liability Excess.

### Standard Insurance, included in every rental

Excess 2500 NZD

#### Insurance Option 1

Excess 1.500 for 25 NZD per hire day

#### Insurance Option 2

Excess 0 NZD for 35 NZD per hire day

Insurance options are capped at a maximum of 50 days.

Any driver described in this agreement as a person permitted to drive the Vehicle is, subject to the exclusions set out below, covered against any loss or damage to the Vehicle and for any consequential damage, loss or costs incurred by the operator through salvage or loss of revenue resulting from the hire beyond the applicable excess amount.

Any driver described in this agreement as a person permitted to drive the Vehicle is, subject to the exclusions set out below, is indemnified to the extent of 1,000,000 NZ\$ in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any person and arising out of the use of the Vehicle. The Hirer's liability will be for any loss or damage to the Vehicle, however caused, and for any consequential loss or damage, during the term of this hire, or during any authorized extensions to the term up to the applicable excess amount. The Hirer is liable for payment of

the applicable insurance excess of either 2500 NZ\$ or 1500 NZ\$ (depending on the chosen package) in the case of damage or accidents involving the Vehicle. The insurance excess applies to each claim, not rental. Where the total cost of a claim is less than the excess then the Hirer shall be liable to pay that lesser amount.

The Hirer acknowledges that the cover referred to in clause 10 will not apply when:

- a) the Vehicle is driven by anyone not named or described in this agreement as a person permitted to drive the Vehicle;
- b) the driver of the Vehicle is under the influence of alcohol or any drug;
- c) the Vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the Hirer or driver was aware or should have been aware of the unsafe or unroadworthy condition of the Vehicle;
- d) the Vehicle is willfully or recklessly damaged or lost by the Hirer, a nominated driver, or a person under the Hirer's authority or control including sitting or standing on the roof, driving on any beach or surface likely to damage the Vehicle or cause it to become bogged or trapped, driving through flooded areas, submersing in water, contacting salt water;
- e) the fuel or freshwater tanks are contaminated;
- f) the Vehicle was operated outside the terms of this agreement or any agreed extension of this agreement.

**11.2** The insurance option which you select under clause 11 provides insurance cover of the vehicle but the insurance cover selected does not cover the cost of replacing or repairing:

- a) the contents of the vehicle supplied by us (including but not limited to: cooker, bedding, cutlery, CD/MP3 player, tables, chairs, tents, roof racks, power cords, keys);
- b) attachments to the vehicle such as roof racks, roof boxes, canopies;
- c) any other items hired from us.

The Hirer irrevocably authorizes the Operator to deduct from the credit card presented by the Hirer at the time of uplifting the Vehicle all charges payable under these Terms and Conditions.

## 12. RESTRICTED ROADS

Vehicles are not permitted to be driven on: Any beaches, Skippers Road (Queenstown), Ball Hutt Road (Mt Cook), Ninety Mile Beach (Northland), Bluff Road that runs between Kuaotunu and Matarangi and North of Colville Township (Coromandel Peninsula).

## 13. TRAFFIC OFFENCES

The Hirer is advised that New Zealand law permits the Operator to debit the Hirer's credit card for any infringement fee for an offence where the offence was committed during the term of the hire. These include speeding, toll road, parking and freedom camping offences. The Operator may also charge an administration fee of NZ\$25 per infringement notice received.

The Operator will send the Hirer a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the Operator. The Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority and 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).

The Hirer irrevocably authorizes the Operator to deduct from the credit card presented by the Hirer at the time of uplifting the Vehicle all charges payable under these Terms and Conditions.

## 14. AMENDING OR CANCELLING HIRE AGREEMENT

If the Hirer cancels the hire agreement more than 40 days prior to pick up then the deposit of the total cost is refunded; 40 days or less prior to pick up then the deposit is retained; less than 20 days prior to pick up then a cancellation fee of 50% of the total hire cost applies; less than 7 days prior to or on the day of pick up then no refund will be given. If the length of hire is reduced once a booking has been made then an amendment fee of 50% of the hire cost for the cancelled days applies if the amendment is made less than 40 days prior to pick up; less than 7 days prior to or on the day of pick up then no refund will be given for the cancelled days. If the pick-up date is amended less than 40 days prior to pick up to a date later than the original drop off date then an amendment fee of 250 NZ\$ applies. If the travel dates are amended within the cancellation fee period to be outside the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking shall apply. If the length of hire is changed any time after the booking has been made then the daily rate may increase.

The Operator may cancel the hire agreement and take immediate possession of the Vehicle if:

- a) the Hirer fails to comply with any of the terms of this agreement or if the Vehicle is damaged;
- b) the Hirer has obtained the Vehicle through fraud or misrepresentation;

- c) the Vehicle appears to be abandoned;
  - d) the Vehicle is not returned at or before the expiry of the term of hire or the Operator reasonably believes that the Vehicle will not be returned at or before the expiry of the term of hire;
  - e) The Operator considers, on reasonable grounds that the safety of the passengers or the condition of the Vehicle is or has been endangered.
- If the Operator cancels the hire agreement then no refund will be given. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the Operator and the rights of the Hirer under this agreement.
- Terms and conditions as well as rates quoted are subject to change without notice. However, rates or conditions for a particular booking shall not be altered once that booking has been confirmed except where clause 12 applies.

**15. INDEMNITY**

The Operator may assist the Hirer with installation of a child restraint. However, the Operator will not be liable for any loss or damage incurred by the Hirer in relation to child restraints. It is the legal responsibility of the child’s parent or guardian to ensure that their child is properly restrained. The Hirer releases the Operator and its employees and agents from any liability to the Hirer (regardless of who is at fault) for any loss or damage incurred by the Hirer by reason of rental, possession or use of the Vehicle or storage of personal belongings at the Operator’s premises.

**16. LIMITATION OF LIABILITY**

- a) In all circumstances the laws of New Zealand shall apply to this Agreement and all matters arising from it.
- b) The Operator is not liable for any consequential or economic loss in any circumstances.
- c) In all circumstances, the total liability of the Operator in any respect to the Hirer is limited to an amount not greater than the total hire charge paid by the Hirer to the Operator under this particular agreement.

The Hirer agrees to the terms and conditions of Next Campers (The Operator) and acknowledges and declares that he/she has read and fully understands this agreement.

Name of Hirer

\_\_\_\_\_

Signature of Hirer

\_\_\_\_\_

Signature of additional Driver

\_\_\_\_\_

Date

\_\_\_\_\_