

Terms and Conditions

Effective Jun 4, 2020. Updated Jun 4, 2020

This agreement is between Wilderness Motorhomes Limited (the "Operator") and the hirer whose particulars are recorded in this agreement (the "Hirer"). It is hereby agreed that:

1. The Operator will let and the Hirer will take the vehicle, details of which are set out on page 1 of this agreement the "Vehicle", for the term of hire described in this agreement.

WHO MAY DRIVE THE VEHICLE

2. 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 21 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.

PAYMENTS BY THE HIRER

3. The Hirer shall pay the Operator for the hire of the Vehicle the sums specified in this agreement. At time of booking a 30% deposit is payable. The deposit secures the booking. The balance shall be due 7 days prior to commencement of the hire. If the balance is not received 7 days prior to commencement of the hire, the Operator reserves the right to treat the booking as cancelled. **For hires commencing between 1 December and 28 February** the balance shall be due 21 days prior to commencement of the hire. If the balance is not received 21 days prior to commencement of the hire the Operator reserves the right to treat the booking as cancelled. 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.
4. The Hirer and the Operator acknowledge that, subject to availability, at any time prior to pick-up of the Vehicle, the Hirer may request additional accessories to be added to those made at the time of booking or to extend the term of the hire. Accordingly, the hire costs payable prior to pick-up of the Vehicle will not be finalised until pick-up. In the event of additional accessories being added and/or the hire term extended, payment in full for those additions must be made contemporaneously with pick-up of the Vehicle.
5. In addition, the Hirer acknowledges that s/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 Road User Charge Recovery Fee, 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, and 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, or the Hirer may pay such charges as agreed with the Operator, such choice to be at the Operator's sole discretion.
6. All payments shall be made in New Zealand Dollars. The following credit or debit cards will be accepted: Visa, Mastercard and American Express. A non-refundable 2.5% administration fee will apply to Visa and Mastercard transactions and 4.5% to American Express transactions.
7. Rates include GST. 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.
8. Late pick up or early return of the Vehicle shall not entitle the Hirer to any refund of the unused portion of the rental.
9. The Hirer agrees to pay a bond equal to the applicable insurance excess at the start of the hire which will be refunded once the Vehicle and its contents have been returned in the same condition as when hired and the Vehicle is returned to the agreed location on the agreed date. The bond will be reduced ratably and proportionally to allow the Operator to put the Vehicle and/or its contents back in the same condition it was when it was hired.
10. On payment of liability reduction insurance by the Hirer, the bond payable by the Hirer is reduced to NZ\$500.

USE OF THE VEHICLE

11. 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; or (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.

OPERATOR'S OBLIGATIONS

12. The Operator shall supply the Vehicle in a safe and roadworthy condition, up to the current Certificate of Fitness standards.
13. 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.
14. 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.

HIRER'S OBLIGATIONS

15. 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; (c) The tyres 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\$500) 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, s/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; and (j) Animals, except for registered guide dogs, are not permitted inside the Vehicle.

MECHANICAL REPAIRS & ACCIDENTS

16. 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 Operator of the full circumstances within 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.
17. 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 endeavour to exchange the Vehicle. Provision of an exchange vehicle is subject to availability and Hirer's location.
18. 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.
19. 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 fuelled; (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) flat or damaged tyre(s) unless the Hirer has taken liability reduction insurance; (e) the Vehicle is unattended at the time the AA Service Provider arrives at the breakdown location; and (f) the Vehicle is not on public or formed road or is trapped or bogged.
20. All non-mechanical call-outs to the AA will incur a call-out charge.

RETURN OF THE VEHICLE

21. 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 charge of up to NZ\$1000. 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.
22. The Hirer shall return the Vehicle with (a) a full diesel tank and full LPG bottles. Failure to do so shall result in refill charges of fuel cost plus NZ\$50; (b) empty waste tanks; (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. Failure to do so shall result in a cleaning fee of up to NZ \$250.

INSURANCE

23. 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.
24. 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 NZ\$1,000,000 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.
25. 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.
26. The Hirer is liable for payment of the applicable insurance excess in the case of damage to, or accidents involving the Vehicle when the Hirer has not taken liability reduction insurance. On payment of the liability reduction insurance by the Hirer, the excess payable by the Hirer is reduced or eliminated depending on the liability reduction option selected and subject to exclusions in clause 29. The Operator may make the applicable deduction from the Hirer's credit card following notification of any loss or damage to the Vehicle.
27. In the event of any damage to a Vehicle or third party property, another bond shall be collected to cover the excess for any subsequent damage.
28. Where the total cost of a claim is less than the excess then the Hirer shall be liable to pay that lesser amount.
29. The Hirer acknowledges that the cover referred to in clause 23 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 wilfully 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.

TRAFFIC OFFENCES

30. 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.
31. 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)

AMENDING OR CANCELLING HIRE AGREEMENT

32. If the Hirer cancels the hire agreement more than 7 days prior to pick up then the deposit is refunded; less than 7 days prior to or on the day of pick up then no refund will be given. **For hires commencing between 1 December and 28 February** the deposit is refunded if the Hirer cancels the hire agreement more than 21 days prior to pick up; 21 days or less prior to pick up then the deposit is retained; less than 7 days prior to or on the day of pick up then no refund will be given. 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.
33. 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.
34. If the Operator cancels the hire agreement then no refund will be given.
35. 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.
36. 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 32 applies.

HIRE OF BIKES

Hirer's Responsibilities and Liability to the Operator

37. Before the hire has commenced, it is the Hirer's responsibility to ensure that: (a) The bike is in proper working order. This includes (but is not limited to) brakes, wheels, pedals and helmet. If there are any issues with the bike, these must be reported to the Operator prior to the hire commencing; (b) There is no existing damage to the bike such as scratches to bike frames and buckled wheels, and there are no missing parts or accessories. If there are, then these must be reported to the Operator prior to the hire commencement.
38. Once the hire has commenced, the Hirer has full responsibility for the bike. The Hirer is responsible for the repair or replacement cost for damage to, or loss of, the bike and its accessories. This includes (but is not limited to) scratches to the bike frames, buckled wheels, and missing parts and accessories. The Hirer can reduce the amount of the Hirer's liability under this clause by taking out the Operator's liability reduction insurance.
39. The Hirer undertakes to defend, indemnify and hold harmless the Operator from all losses, liabilities, damages, injuries, claims, demands, costs and expenses ("Loss") incurred by the Operator arising out of the hire of the bike except where such is caused by the Operator's negligence or default.
40. Without limiting the generality of clauses 38 and 39, the Hirer undertakes to pay to the Operator on demand: (a) Any applicable repair or replacement costs under clause 38; (b) Any Loss under clause 39; All fines and court costs including administrative fees for parking, bus lane, traffic or other legal violations assessed against the bike, the Hirer or the Operator during the hire; (c) A reasonable administrative handling fee for processing any fine or legal violation against the bike, the Hirer or the Operator during the hire except where caused by the Operator's default; (d) The Operator's costs, including reasonable legal fees, incurred collecting payments due from the Hirer under this agreement.

The Operator's Liability to the Hirer

41. Except as expressed in this clause, there are no other warranties, conditions or indemnities relating to the hire of the bike given by the Operator to the Hirer. All conditions and warranties whether expressed or implied by law, trade, custom or otherwise are hereby expressly excluded except for those conditions and warranties implied by law which cannot be excluded or modified. In this regard, nothing in this clause 41 is intended to limit the application of the Consumer Guarantees Act 1993 except where clause 44 applies.
42. The Operator shall not be liable for any loss of profits or consequential, indirect or special loss, damage or injury of any kind suffered by the Hirer.
43. Without prejudice to the generality of the foregoing, the Operator's liability to the Hirer under or in connection with this bike hire agreement (howsoever arising) shall be limited to the amount the Operator receives from the Hirer for the hire of the bike.
44. Where the Hirer hires the bike for business purposes, the Operator and the Hirer agree the Consumer Guarantees Act 1993 shall not apply.

INDEMNITY

45. 45. 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.
46. 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.