

# SUNTA CAMPERS RENTAL AGREEMENT

## Terms and Conditions

**NOTE: A COPY OF THIS RENTAL AGREEMENT MUST BE KEPT IN THE VEHICLE THROUGHOUT THE HIRE PERIOD.**

### CAR RENTAL AGREEMENT

1. This Rental Agreement sets out the terms and conditions on which Sunta Campers Limited or its licensee (Sunta Campers) agrees to rent a motor vehicle to the hirer named in the Hire Form (Hirer).
2. All of the Hirer's rights set out in this Rental Agreement are in addition to those rights available as a consumer under applicable consumer legislation, including the Consumer Guarantees Act and Fair-Trading Act.

### VEHICLE DESCRIPTION

3. Sunta Campers Limited will, subject to these Terms and Conditions, rent and the Hirer will take on hire, the motor vehicle described in the Hire Form (Vehicle).

### AUTHORISED DRIVERS

4. During the Hire Period, the Vehicle may only be driven by:
  - a) the Hirer; and
  - b) any additional Authorised Drivers specified in the HIRE FORM or in an Authorised Drivers list attached to this Rental Agreement (if any), and in either case, only if such persons hold a valid and current driver's licence appropriate for the Vehicle at the time that they are or may be driving the Vehicle.
  - c) The Hirer is responsible for ensuring that all Authorised Drivers comply with the terms of this Rental Agreement and assumes responsibility for any and all acts of each Authorised Driver as if they were acts or omissions of the Hirer.

### DURING HIRE PERIOD

5. The Hirer shall hire the Vehicle for the period commencing at the time and on the date specified in the Hire form as Hire Start and concluding at the time and on the date
6. Specified in the Hire Form as Hire End (Hire Period).
7. The Hirer will, at or before the end of the Hire Period, either:
  - a) deliver the Vehicle to the Return Location specified in the Hire Form (or to such other place as agreed in writing with Sunta Campers Limited); or
  - b) Obtain Sunta Campers Limited consent to the continuation of hire (in which case the Hirer shall pay additional hire charges for the extended Hire Period).
8. If the Hirer fails to comply with this clause, the Hirer shall be liable for additional charges for the late return of the Vehicle as set out in this Rental Agreement.
9. For the purposes of the above clause, the Vehicle is returned upon delivery of the Vehicle to the Return Location and the return of the Vehicle's keys to a Sunta Campers Limited employee or Vehicle key drop box at the Return Location.
10. Sunta Campers Limited may request the immediate return of the Vehicle, or Sunta Campers Limited may recover the Vehicle without notice if:
  - a) the Hire Period expires without satisfactory arrangements having been made between
11. Sunta Campers Limited and the Hirer; or Sunta Campers Limited reasonably suspects that:
  - a) the Vehicle may be used for an unlawful purpose; or
  - b) Damage to the Vehicle or injury to persons or property is likely to occur.

### PETROL

12. The cost of petrol and fuel will be the hirer's responsibility.
13. If the Hirer elects not to return the vehicle with a full tank, the Hirer will pay the costs of fuel and an extra surcharge of \$50.

### HIRE CHARGES

14. The Hirer shall pay Sunta Campers Limited such sum or sums as are specified in the Hire form for the hire of the Vehicle (plus goods and services tax (GST)).
15. Hire charges for the Vehicle are calculated on a 'per day' basis, with each hire day being completed at 11:59pm and new starting at 12am. The first hire day commences at the Hire Start time specified in the Hire Form. The minimum hire period are subject to change, and any such change will be notified to the Hirer prior to Confirmation.

16. The Hirer must comply with all restrictions applicable to any special hire rates or will become liable to pay the standard rental rate that would otherwise have been charged by Sunta Campers Limited for the Vehicle for the Hire Period.
17. The Hirer acknowledges that they shall be liable at the end of the Hire Period to pay Sunta Campers Limited any applicable additional charges, which may include:
  - a) Toll road charges, which they will incur along their travel and they must pay the sum of those charges directly to NZTA or it will be charged against their nominated credit card.
  - b) Administration fee of \$50 will be charged for processing fines, notices, Insurance claims or any other document for hirer.
  - c) Charges in the case of early return of the Vehicle: where the Hirer returns the Vehicle prior to the Hire End time (either by his/her own volition), the Hirer will remain liable to pay the hire charges for each day the Hirer has agreed to hire the Vehicle as set out in the Hire Form.
  - d) Charges for late return of the Vehicle: where the Hirer returns the Vehicle after the Hire End time on the Hire End date, the Hirer will be liable to pay additional hire charges of full daily rate each eight hour period the vehicle is late plus an additional \$100 administrative fee. Standard late returns will be charged for at the rate of \$30 per hour subject to other arrangements that have been agreed to by the parties.
  - e) Charges for petrol or other fuel: the Hirer will pay for all petrol or other fuel (but not oil) used in the Vehicle during the Hire Period. If the Hirer chooses not to refuel the Vehicle prior to returning it, Sunta Campers Limited will refuel the Vehicle and charge the Hirer for such fuel at the rate specified in the Hire Form (plus GST).
  - f) Charges for exceeding the maximum kilometer allowance: if the Hirer exceeds any maximum kilometer allowance specified in the Hire Form, the Hirer will be liable to pay a distance charge at the rate specified in the Hire Form (plus GST).
  - g) Fines and/or road toll charges: the Hirer will pay all fines and/or road tolls incurred in relation to the Vehicle during the Hire Period.
  - h) Key replacement costs: the Hirer will be liable for the cost of replacing any key not returned with the Vehicle and/or any replacement key provided to the Hirer (including the cost of any courier or delivery charges).
  - i) Vehicle relocation expenses and costs: unless otherwise agreed in writing, if the Vehicle is not returned to the Return Location specified in the Hire Form, Sunta Campers Limited may charge the Hirer its reasonable expenses and relocation costs incurred in recovering the Vehicle (based on the relocation distance and locating between islands), together with additional hire charges for each day the Vehicle is not returned to the Return Location.
  - j) Charges for cleaning the Vehicle: Sunta campers Limited may charge the Hirer for the reasonable cost of returning the Vehicle to the same condition it was in at the start of the Hire Period (subject to reasonable wear and tear), including but not limited to additional cleaning and in excess of the cleaning usually required for returned vehicles. This includes, but is not limited to, cleaning necessitated by spillage of fluids, food, vomit, stains, smoke, unpleasant odours and animal hair.
  - k) Surcharges for drivers under the age of 25: Sunta Campers Limited may charge reasonable surcharges for drivers under the age of 25.
  - l) Credit Card surcharges: Sunta Campers Limited may charge reasonable transaction fee surcharges in connection with the use of a credit card or debit card (together Credit Card) by the Hirer.
  - m) Interest on unpaid amounts: Sunta Campers Limited may charge the Hirer interest on unpaid amounts.
  - n) Enforcement and collection costs: Sunta Campers Limited may charge the Hirer enforcement and collection costs in accordance.
  - o) Damage costs: Sunta Campers Limited may charge the Hirer for costs relating to damage to or repair of the Vehicle (subject to the other terms of the HIRE FORM) and any enforcement charges relating to such damage or repairs, including legal costs.
  - p) Administration fees: Sunta Campers Limited may charge the Hirer administration fees.

- q) Traffic and/or parking offence infringement fees: Sunta Campers Limited may charge the Hirer for traffic and/or parking offence infringement fees.
- r) Sunta Campers Limited will provide the Hirer with details of the final cost of all charges on request.

#### **OBLIGATIONS OF THE HIRER**

18. The Hirer will ensure that:
- a) all reasonable care is taken in handling and parking the Vehicle;
  - b) the Vehicle is left securely locked when not in use;
  - c) no person interferes with the distance recorder or speedometer or, except in an emergency, any part of the engine, transmission, or suspension systems of the Vehicle;
  - d) the tyres are maintained at the proper pressure; and
  - e) The Vehicle is not operated whilst any warning light or hazard indicator is activated.
  - f) If any warning light in the Vehicle is activated, the Hirer or Authorised Driver (as applicable) must stop driving as soon as is safely possible and:
  - g) refer to the manual in the glove box of the Vehicle and follow the instructions in the manual; and
  - h) if the Hirer or Authorised Driver (as applicable) is unable to solve the problem, he or she must contact Sunta Campers Limited.
  - i) If the Vehicle is damaged in any way, the Hirer or Authorised Driver (as applicable) must, as soon as practicable, advise Sunta Campers Limited.

#### **AUTHORISATION OF PAYMENTS AND DEFAULT**

19. By hiring the Vehicle, the Hirer expressly and irrevocably authorises Sunta Campers Limited to place, at the commencement of the Hire Period, an Authorisation over the Credit Card presented by the Hirer for such an amount that will cover the Total Estimated Charges, any excess (if applicable) and any additional charges that may be incurred by the Hirer under the Rental Agreement (Authorisation Amount).
20. The Hirer expressly authorises Sunta Campers Limited to deduct all amounts payable by the Hirer under this Rental Agreement from the Hirer's Credit Card and such authority shall not be revoked without the prior written approval of Sunta Campers Limited.
21. Sunta Campers Limited will deduct all charges due and payable under this Rental Agreement from the Hirer's Credit Card as soon as practicable once the Hire Period is completed, or the Hirer may pay such charges as agreed with Sunta Campers Limited, at Sunta Campers Limited's sole discretion.
22. Notwithstanding that Sunta Campers Limited may have deducted all charges due and payable under this Rental Agreement, the Hirer acknowledges that the Authorization Amount may take up to 15 days to be removed from the Credit Card following completion of the Hire Period.
23. The Hirer agrees that in the event of a dispute arising as to whether a fee has been appropriately charged to the Hirer's Credit Card, the Hirer will immediately contact Sunta Campers Limited directly to discuss whether the charge has been applied in error.
24. Sunta Campers Limited will pay, within a reasonable time, any refund due to the Hirer by such method as Sunta Campers Limited may reasonably choose.
25. The Hirer will be liable to pay interest on all moneys due and unpaid under this Rental Agreement calculated at the rate of 10% above the interest rate payable by Sunta Campers Limited to its bankers for overdraft accommodation, on a daily basis from the due date for payment to the date payment is actually received.
26. The Hirer will be liable for all costs of enforcement and collection incurred by Sunta Campers Limited in relation to this Rental Agreement (including legal costs of a solicitor and own client basis).

#### **SUNTA CAMPERS LIMITED OBLIGATIONS**

27. Sunta Campers Limited will supply the Vehicle in a safe and roadworthy condition, up to current COF standards.
28. Sunta Campers Limited will be responsible for all costs of running the Vehicle during the Hire Period except to the extent that those costs are payable by the Hirer under this Rental Agreement.

#### **LIABILITY**

29. The Hirer is liable for:
- a) Any loss or damage to the Vehicle, its accessories (including the Vehicle's keys) and spare parts caused by the Hirer or any third party (other than Sunta Campers Limited) during the Hire Period;

- b) Any loss of, or damage to, vehicles and property of third parties during the Hire Period arising out of or in connection with the use or misuse of the Vehicle by the Hirer or a third party (other than Sunta Campers Limited); and
- c) Any consequential damage, loss or costs, including salvage costs, loss of ability to re-hire and loss of revenue, incurred by Sunta Campers Limited in connection with the Hirer's use or misuse of the Vehicle (however that loss, cost or damage may have been caused).

#### **MECHANICAL REPAIRS**

30. The Hirer shall ensure that no repairs or salvage are arranged or undertaken without Sunta Campers Limited authority (including, but not limited to, purchasing replacement tyres) except to the extent that the repairs or salvage are necessary to prevent further damage to the Vehicle or to other property.
31. If the Vehicle requires repair or salvage, Sunta Campers Limited may, without incurring any liability to the Hirer:
- a) elect to provide the Hirer with a replacement vehicle (using its best endeavours to ensure that the replacement vehicle is not a lesser make or class as the Vehicle) within a reasonable timeframe, taking into account the availability of other rental vehicles and the Hirer's location; or
  - b) Elect not to provide the Hirer with a replacement vehicle and cancel this Rental agreement.
32. If the Hirer is not satisfied with any replacement vehicle Sunta Campers Limited offers, the Hirer may instead elect to cancel this Rental Agreement and apply for a refund for an amount equal to the hire charge payable for those days remaining in Hire Period at the time of election (if any). Sunta Campers Limited does not guarantee or warrant that a refund is payable or will be paid.

#### **ACCIDENTS**

33. If there is an accident involving the Vehicle or the Vehicle breaks down or requires repair or salvage (regardless of cause) the Hirer or Authorised Driver (as applicable) shall contact Sunta Campers Limited immediately and follow the representative's instructions with respect to the Vehicle.
34. If there is an accident where it involves the injury of the Hirer or any other persons, the Emergency services need to be called immediately on "111" or if the Police did not attend, call the closest Police station to report the incident and get a copy of the Police report.
35. Ensure that details of all parties involved are recorded down properly, including any witnesses, vehicle details, drivers license, insurance and contact details, If we cannot contact the third party with the contact information provided by You, You will be deemed responsible and liable for all costs incurred.
36. In the instance of an accident, the Hirer must not make any admission of liability until assessment of the accident has been completed by the correct authorities.
37. Sunta Campers Limited cannot make any guarantees about availability of a replacement vehicle and is subject to availability, hirer's location, accident circumstances and accident liability. Refunds for unused days or replacement vehicle requirements resulting from an accident or incident are at the sole discretion of Sunta Campers.
- a) If a replacement Vehicle is required and is available as a result of an accident, the Hirer is responsible for making their own way to the relevant pick up locations.
  - b) The Hirer is responsible for the cost of transporting the Hirer and any accompanying passengers away from the accident location.
  - c) The hirer is responsible for all expenses related to the delivery of a replacement vehicle if the replacement is required due to any of the exclusions outlined in clause 41. This applies regardless of any Excess Reduction Cover in place.
  - d) In the event that a replacement vehicle is provided because of an accident, any existing excess reduction cover does not extend to the replacement vehicle
38. Sunta Campers Limited cannot make any guarantees about availability of a replacement vehicle and will not refund any amounts for unused days remaining on the rental agreement due to accidents.

#### **INSURANCE**

39. Sunta Campers Limited will provide insurance cover for all the Vehicles that they will be hiring out.
40. The Hirer will be fully indemnified in respect to any loss or damage to the vehicle, accessories, additional costs such as towing, salvaging or any

recovery that is needed at the cost and expense of the Owner, the Hirer will need to compensate Sunta Campers Limited.

#### **EXCLUSIONS OF INSURANCE**

41. The Hirer acknowledges that Sunta Campers Limited insurance detailed in the above section will not be valid where:

- (a) the driver of the Vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the Vehicle;
- (b) 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 ought to have been aware of the unsafe or unroadworthy condition of the Vehicle;
- (c) the Vehicle is operated in any race, speed test, rally or contest or any practice run prior to such an event;
- (d) the Hirer is not a body corporate or government department and the Vehicle is driven by any person other than the Hirer or an Authorised Driver;
- (e) the Vehicle is driven by any person who at the time he or she drives the Vehicle is disqualified from holding a driver's licence appropriate for that Vehicle or is otherwise an unlicensed person;
- (f) the Vehicle is wilfully or recklessly damaged by the Hirer or an Authorised Driver, or driving the Vehicle under the authority of the Hirer, or is lost as a result of the wilful or reckless behaviour of the Hirer or any such person;
- (g) the Vehicle is operated outside the terms of this Rental Agreement;
- (h) the driver is convicted of committing a traffic offence while driving the Vehicle;
- (i) Any type or grade of fuel or any other substance that is not specified as appropriate for the Vehicle by Sunta Campers Limited or the Vehicle's manufacturer is injected or placed into the Vehicle's fuel tank.
- (j) The vehicle is operated on the following roads and locations; Ball Hutt Road (Mt Cook), Skippers Canyon (Queenstown), Ninety Mile Beach, Cape Colville to Port Jackson (Coromandel), any beach site, through any river or stream.
- (k) Any damage to glass, tyre damage and punctures occurs during your hire period unless the hirer has taken Stress-free plus excess reduction which includes two tyres and one front and back windscreen.
- (l) Keys which have been lost, broken or damaged, the cost of retrieval of keys which have been locked inside a Vehicle.
- (m) All costs as a result of breakages, loss, theft or defacement of the Vehicle's interior caused by or contributed to by the Hirer, any Authorised Driver, any person the Hirer permits or passengers.

#### **CANCELLATION**

42. Either party may cancel this Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.

43. Sunta Campers Limited may cancel this Rental Agreement and take immediate possession of the Vehicle if:

- i. the Vehicle is involved in an accident, breaks down or requires repair or salvage;
- ii. Sunta Campers Limited reasonably determines that the Hirer or driver of the Vehicle are unfit or unable to drive the Vehicle or are likely to breach the obligations set out in these Terms and Conditions; or
- iii. Sunta Campers Limited is required by the Police or any other regulatory authority to take possession of the Vehicle from the Hirer.

44. Cancellation of this Rental Agreement shall be without prejudice to the rights of Sunta Campers Limited and the obligations of the Hirer under the Rental Agreement or otherwise. In particular, the Hirer will remain liable for all hire and additional charges payable under this Rental Agreement in the event the cancellation is requested or caused by the actions or omissions of the Hirer or an Authorised Driver.

45. Cancellation Charges If you cancel between 80 and 31 days before pick up you will be charged 20% of the cost of rental. If you cancel between 30 and 22 days before pick up you will be charged 40% of the cost of rental. If you cancel between 21 and 7 days before pick up you will be charged 75% of the cost of rental. If you cancel less than 7 days before pick up or are a no show, you will be charged 100% of the cost of rental.

#### **VEHICLE USE**

46. The Hirer must not: (a) use or allow the Vehicle to be used for the transport of passengers for hire or reward unless the Vehicle is hired with Sunta Campers Limited knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1998 (Act).

- b. sublet or hire the Vehicle to any other person;
- c. allow the Vehicle to be operated outside his or her authority;
- d. operate the Vehicle, or allow it to be operated, in circumstances that constitute an offence against section 56, 57, 57AA, 57A or 58 of the Act;
- e. operate the Vehicle or allow it to be operated in a race, speed test, rally or contest;
- f. operate the Vehicle or allow it to be operated in breach of the Act, the Transport Act 1962, 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 than the number of passengers or more than the gross vehicle mass specified in the certificate of loading for the Vehicle;
- h. drive or allow the Vehicle to be driven by any person, if at the time of driving, the driver is not the holder of a current driver's licence appropriate for the Vehicle;
- i. drive or allow the Vehicle to be driven off-road or on any of the roads listed in clause 38(i) above. For the purposes of this Rental Agreement, "off-road" includes, but is not limited to, any beach, dirt track, river bed or an area likely to damage the Vehicle;
- j. allow the Vehicle to be driven by any person who is not named or described in the Rental Agreement as an Authorised Driver;
- k. operate the Vehicle or allow it to be operated to propel or tow any other vehicle, unless the Vehicle has a tow bar;
- l. transport any animal in the Vehicle with the exception of disability assist dogs certified under the Dog Control Act 1996;
- 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.

#### **HIRER'S LIABILITY FOR INFRINGEMENT OFFENCES**

47. The Hirer is liable for all penalties incurred during the Hire Period related to traffic and/or parking offences, including infringement fees for speeding offences, failure to comply with traffic signals, toll offences, parking violations and vehicle clamping fees.

48. Sunta Campers Limited undertakes, in the event of receiving a notice of any traffic or parking offence, to send a copy of the infringement notice and a copy of any reminder notice to the Hirer as soon as is practicable.

49. The Hirer also authorises Sunta Campers Limited to provide such necessary information to the relevant issuing enforcement authority for such notices to be directed to the Hirer.

50. The Hirer has the right to challenge, complain about, query or object to the alleged offence to the relevant 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).

51. An administration of \$50 fee will be a cost that the Hirer will be accountable for in regards to hirer's liability for infringement fee.

#### **RESOLUTION TO ANY DISPUTES THAT MAY ARISE**

60. If a dispute arises between the parties, the Hirer and Sunta Campers Limited personnel at the Return Location shall raise and attempt to resolve such dispute as soon as practicable. If the dispute remains unresolved, the Hirer agrees to contact Sunta Campers Limited at a later time to discuss the matter and attempt to resolve the problem in good faith.

#### **PRIVACY ACT**

61. Under the Privacy Act 1993, individuals have rights of access to and correction of their personal information.

62. Sunta Campers Limited has collected information from the Hirer for the purposes of assessing the Hirer's request to hire a motor vehicle and completing this Rental Agreement.

63. The Hirer acknowledges that Sunta Campers Limited 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 Sunta Campers Limited.

64. Sunta Campers Limited may also disclose personal information to its related companies, agents, assigns, associates and transferees for these purposes. The Hirer further acknowledges that such personal information may be disclosed to debt collection agencies and/or the Hirer's Credit Card provider in the event that the Hirer defaults on the payment of any monies owing to Sunta Campers Limited, or other parties involved in an accident with the Vehicle during the Hire Period, or any organisations responsible for issuing, processing or handling traffic and/or parking related infringements and/or fines or any petrol stations in relation to non-payment for goods and services, and the Hirer authorises the disclosure of his or her personal information for such purposes.

#### SECURITY BOND AND EXCESS REDUCTION OPTIONS

65. Sunta Campers rental charge includes risk taker option. A security bond of \$3,000 will be preauthorised to Your credit card by Sunta Campers at the time you sign this Agreement. There are exclusions to the Risk taker option are as set out in the table below.

66. You have the option to increase your protection and reduce the amount of the security bond and liability by choosing one of the excess reduction options detailed in the table below.

|                                      | RISK<br>TAKER | TAKE A<br>CHANCE                         | STRESSFREE                               | STRESSFREE PLUS                    |
|--------------------------------------|---------------|------------------------------------------|------------------------------------------|------------------------------------|
| COST PER DAY                         | \$0           | AGE 18-24<br>\$25<br><br>AGE 25+<br>\$20 | AGE 18-24 \$36<br><br>AGE 25+ \$30       | AGE 18-24 \$45<br><br>AGE 25+ \$40 |
| BOND REQUIRED                        | \$3000        | \$1500                                   | \$200                                    | \$200                              |
| SINGLE VEHICLE ROLLOVER<br>DAMAGE    | ✗             | ✗                                        | ✗                                        | ✓                                  |
| WINDSCREEN AND TYRE<br>COVER         | ✗             | ✗                                        | ✗                                        | ✓                                  |
| UNDERBODY DAMAGE                     | ✗             | ✗                                        | ✗                                        | ✓                                  |
| TABLE & CHAIRS                       | ✗             | ✗                                        | ✗                                        | ✓                                  |
| LIABILITY                            | \$3000        | \$1500                                   | \$0 UNLESS<br>SINGLE VEHICLE<br>ROLLOVER | \$0                                |
| UNSEALED/GRAVEL ROAD<br>COVER        | ✗             | ✗                                        | ✓                                        | ✓                                  |
| FRONT, BACK AND SIDE<br>PANEL DAMAGE | ✗             | ✗                                        | ✓                                        | ✓                                  |
| 24/7 AA ROADSIDE<br>ASSISTANCE       | ✓             | ✓                                        | ✓                                        | ✓                                  |

-A Single Vehicle Rollover may include, but is not limited to a Vehicle that has rolled, tipped or fallen over and has caused damage to side and/or roof area of the Vehicle.

-Stress free and stress free plus has a maximum payable premium of \$1500.

-Stress free plus includes two tyres, one front windscreen, one rear tailgate glass, two camping chairs and one outside camping table.