

## Heron Campers Ltd. Terms and Conditions effective 01 April 2017 – 31 March 2018

### 1. Hire Description

Heron Campers Ltd (Heron Campers) will let and the Hirer will rent the vehicle described on the rental agreement.

### 2. Rental Duration

Rental days are calculated on a calendar day basis. When calculating the number of days, the vehicle is hired, the day of pick up is counted as day one of the rental, regardless of pick up time.

The day of the vehicle's return is counted as the final day of the rental, regardless of drop off time.

### 3. Payment

While making a booking a NZ\$9 booking fee will apply to the Hirer's booking request. A deposit between 12.5% - 20% (depending on which vehicle is selected) will be debited from the Hirer's registered credit card. The Hirer shall pay to Heron Campers the remaining amount + 3% credit card fees, 40 days prior to the collection of the vehicle, as specified on the Heron Campers booking confirmation.

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

The Hirer shall be liable for insurance excess and insurance exclusions as set out in Clause 13 and 16.

### 4. Vehicle Collection and Return Agreement

Heron Campers operates branches in Auckland and Christchurch. The Hirer must adhere to collection and return date, place and time as stated on the rental agreement. A change in destination is subject to availability.

**All vehicles must be collected and returned to a Heron Campers branch. Heron Campers does not accept any vehicle collection and return after 3.00pm unless an after-hours collection or return has been prearranged. This will incur a NZ\$80 fee.**

A breach of contract relating to collection or return date and location will incur a NZ\$1000 penalty fee plus all related costs.

Late collection or early return of the vehicle does not entitle the Hirer to any refund of the unused portion of the rental.

The Hirer must allow adequate time to complete the required paperwork when collecting or returning the vehicle.

### The Hirer will return the vehicle

- in broom clean conditions (inside and outside)
- with a full fuel tank
- full bottle of gas (if applicable)
- with an empty holding toilet and waste water tank

### 5. Branch Hours

Monday to Sunday: 8am to 4pm

Public Holidays: 8am to 12pm

Branches are closed Christmas Day (25th December) and New Year's Day (1st January).

**NZ\$80 surcharge will apply to all vehicles collecting or returning on National Public Holidays.**

### 2017:

**1<sup>st</sup> Jan** New Year's Day, **2<sup>nd</sup> Jan** Day after New Year's Day, **3<sup>rd</sup> Jan** New Year's Day (observed), **30<sup>th</sup> Jan** Auckland Anniversary Day (Auckland branch only), **6<sup>th</sup> Feb** Waitangi Day, **14<sup>th</sup> April** Good Friday, **17<sup>th</sup> April** Easter Monday, **25<sup>th</sup> April** ANZAC Day, **5<sup>th</sup> June** Queen's Birthday, **23<sup>rd</sup> Oct** Labour Day, **17<sup>th</sup> Nov** Canterbury Anniversary Day (Christchurch branch only), **25<sup>th</sup> Dec** Christmas Day, **26<sup>th</sup> Dec** Boxing Day

### 2018:

**1<sup>st</sup> Jan** New Year's Day, **2<sup>nd</sup> Jan** Day after New Year's Day, **29<sup>th</sup> Jan** Auckland Anniversary Day (Auckland branch only), **6<sup>th</sup> Feb** Waitangi Day, **30<sup>th</sup> Mar** Good Friday, **2<sup>nd</sup> April** Easter Monday, **25<sup>th</sup> April** Anzac Day, **4<sup>th</sup> June** Queens Birthday, **22<sup>nd</sup> Oct** Labour Day, **16<sup>th</sup> Nov** Canterbury Anniversary Day (Christchurch branch only), **25<sup>th</sup> Dec** Christmas Day, **26<sup>th</sup> Dec** Boxing Day

For further information, please visit the following website: <http://publicholiday.co.nz>

## 6. Age Restrictions

2+1 Heron, Heron Trio and Heron 4:

*Drivers 21 years of age and over (NZD250 excess)*

*Drivers under 21 years of age (NZD2500 excess)*

## 7. Drivers Licence

A full resident country driver's licence must be presented at collection of the vehicle for each nominated driver. If the licence is not in English format, an international driver's licence is also required, or an accurate translation.

## 8. 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 (other than blown over by wind) and has an excess of NZ\$7500 plus occurring costs.
- (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) damaged by: submersion in water, contact with salt water, creek or river crossing, driving through flooded areas, beach driving.
- (e) used for any illegal purpose or in any race, rally or contest.
- (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.
- (i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material.
- (j) used for transporting and haulage of goods other than what might be reasonably expected of a leisure rental.
- (k) used for smoking inside of the vehicle. All Heron Campers vehicles are non-smoking vehicles.
- (l) altered or any additions made.
- (m) used to transport animals, excluding registered guide dogs.
- (n) driven over speed limit: Speed limit is 90kph for vehicles.**

## 9. Restricted Roads

Heron Campers vehicles may only be driven on sealed/bitumen or well-maintained 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).

## 10. Maintenance and Repairs

**The Hirer shall take all reasonable steps to properly maintain the vehicle, including daily oil and water checks and will contact Heron Campers immediately should vehicle warning lights indicate any potential malfunction or the instruments indicate that the engine is getting too hot.**

The Hirer will be responsible for any costs for damage and recovery that occurred because the Hirer did not maintain the vehicle properly.

The Hirer must call Heron Campers within 24 hours with any issues relating to the vehicle to give us the opportunity to rectify the problem. Failing to do so will result in decline of any refund from Heron Campers.

All refunds are processed post rental after assessing each claim.

Heron Campers will reimburse the Hirer for expenditure up to NZ\$100 reasonably incurred in rectifying any mechanical failure to the drivetrain and engine of the vehicle. For repairs costing over NZ\$100 Heron Campers will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided the Hirer was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

## 11. Roadside Assistance

**Technical failure or a mechanical breakdown is beyond our control. Heron Campers commitment to the Hirer is to address any mechanical issues whilst on the road, in a timely fashion. Repairs will require that you are attended to within the scope of authorised repair service centres in New Zealand. This may mean that you are delayed or diverted on your travels, if you are this is not our responsibility.**

Heron Campers liability extends only to the refund of hire charges for any full days of vehicle hire use lost due to a mechanical breakdown. No responsibility for out of pocket expenses, including accommodation charges or meals resulting from a breakdown or accident will be accepted.

In an event of technical problems or a mechanical breakdown, the Hirer must contact Heron Campers by calling freephone 0800 88 7701. Heron Campers help desk will assist and direct you to the closest service centre.

All vehicles are registered with the LDV / Automobile Association (AA) for 24hr roadside assistance. **If you have an emergency outside of our office hours, please call the AA freephone (0800 734 543) directly. If you are driving in the LDV Heron 2+1 or in the LDV Heron 4 please call LDV Freephone (0800 692 202).** This service covers any **mechanical faults** with the vehicle. Please note that 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.
- (b) broken keys, key locked inside the vehicle or lost key.
- (c) change of tyre.
- (d) flat batteries caused by incorrect usage and/or incorrect usage of any equipment that requires the batteries in order to operate.
- (e) a breakdown because of damage caused in an accident and/or neglect.

All AA non-mechanical call-outs will incur a call-out charge of NZ\$90-165 plus GST.

**Please note: During weekends and public holidays, workshops and services repair centres are closed. Please contact Heron Campers to inform them of the issue and we will endeavour to assist. If the issue can't be resolved, help will be organised on the next working day. You may call the AA for a flat battery.**

### 12. Vehicle Availability

Vehicles cannot be requested by make or model, only by vehicle category. Heron Campers will endeavour to supply the vehicle category selected, however should the vehicle booked be unavailable through unforeseen circumstances, Heron Campers reserves the right to substitute an alternative vehicle without prior notification. The alternative vehicle shall be as close a substitute to the booked vehicle as possible. Heron Campers will reasonably determine what, if any, refund may be

warranted if a vehicle substitution is required.

Should the customer decide to voluntarily downgrade their vehicle type, they will not be entitled to a refund.

### 13. Vehicle Insurance

Vehicle insurance is included in your rental hire shown on the rental agreement and the booking confirmation. **Liability excess is NZ\$250 for vehicles. For drivers under 21 with NZ\$2500 liability excess.**

**The vehicle is insured for vehicle damages, third party vehicle damages and third party property damage only.**

**The liability excess applies to each claim, not rental. The liability excess is applicable regardless of who is at fault and must be paid at the time the incident is reported,** not at the completion of the rental. Where a third party is involved the vehicle liability excess will be refunded only if Heron Campers is successful in recovering the cost of the damages from the third party. Please note that third party claims can take many months to resolve.

### 14. Insurance Exclusions

Damage as identified below is specifically excluded from Heron Campers Insurance cover. The Hirer remains fully liable for all costs incurred.

- (a) any damage due to vehicle use in contravention of clause 8 'Use of Vehicle'.
- (b) any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle) and driving under the influence of alcohol or drugs and negligence resulting in damage to the hired vehicle or third party vehicle/property.
- (c) any loss or damage to personal belongings.
- (d) if the Hirer is deemed by Heron Campers and/or the local authorities to have been careless, negligent or wilful in failing to abide by the local authority road rules, resulting in damage to the hired vehicle or third party vehicle/property. In an event like this Heron Campers is authorised to charge a min. amount of NZ\$5000 from the Hirers registered credit card, until the insurance claim is settled.**
- (e) the cost to retrieve or recover a vehicle, which has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned.
- (f) the cost to replace keys, which have become

broken, lost, stolen, or retrieval of keys, which have been locked in the vehicle.

(g) 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 learners or probationary licence.

(h) any damage caused to the vehicle due to the use of snow chains.

(i) damage caused to the vehicle because total load (kg) has exceeded recommended load.

(j) any cost associated with the incorrect use of fuel (fuel being diesel or petrol) this includes bio-diesel which should not be used, or water or other contamination of fuel.

(k) any damage occurred inside the vehicle including, but not limited to, soft furnishings, flooring, furniture, contents, fixtures, assets, linen and bedding regardless of accidental damage or breakage.

(l) any damage that has occurred to the vehicle which could have been avoidable. For example, driving with the hand brake on.

(m) any cost related to filling water into engine or fuel tank, or filling fuel into water tank.

(n) any roof damage occurred due to underestimating or not following height restrictions. For example, (but not limited to) driving into a car park building.

### 15. Hire Item Extra

Depending on availability and upon request, snow chains can be provided. Where the snow chains are used, an additional charge of NZ\$50 is payable at drop off. Where snow chains are damaged, an additional charge of NZ\$300 is payable at drop off. Please note that the maximum speed while using snow chains is 25kph.

### 16. Credit Card Authorisation

Heron Campers does not request a security bond, however the Hirer agrees that the registered credit card will be charged to cover damages and incidental items such as (but not limit to):

- Incurred damage to the vehicle or any 3<sup>rd</sup> party property. Refer to clause 13.
- Insurance exclusions have been violated. Refer to clause 14.
- The vehicle is not returned to the agreed location at the agreed time. Refer to clause 4 (NZ\$1000).
- The vehicle is not returned in a reasonable clean condition. Refer to clause 4 (up to NZ\$250).
- Evidence of smoking in the vehicle. If the vehicle requires cleaning due to smoking odour. Refer to

clause 8 (NZ\$500).

- The fuel tank is not full.

Refer to clause 4 (the cost of the refill plus NZ\$20 handling fee).

- The LPG bottle is not full. Refer to clause 4 (the cost of the refill plus NZ\$20 handling fee).

- Waste water tank and toilet have not been emptied. Refer to clause 4 (NZ\$150 charge for toilet, NZ\$50 charge for waste water tank).

- Unpaid infringement notices, traffic fines or toll road charges. Refer to clause 18 (total amount of the fine plus NZ\$25).

- Lost or damaged items in the Heron Camper (see below):

Samsung Tablet NZ\$500, GPS NZ\$270, Modem NZ\$120, Inverter NZ\$99, Travel Adapter NZ\$21, 12V Charger NZ\$15, Phone Card NZ\$10, Phone NZ\$50, Travel Map NZ\$35, First Aid Kit NZ\$28, AUX Connection NZ\$50, Tourism Radio up to NZ\$450. If applicable: Camping high chair NZ\$250, Camping clip chair NZ\$150, Baby seat NZ\$300, Booster seat NZ\$150, Travel dome NZ\$200.

At the time of check-out or the following days later your vehicle is inspected for any of the above items listed (but not limited to). At this time, you will be informed of any incidental and damaged items that will be charged and processed to your credit card.

### 17. Procedures in case of accident

If the Hirer is involved in a vehicle accident whilst on hire, the following procedures must be followed:

#### (a) At the scene of accident the customer must:

1. Obtain the names and addresses of third parties and any witnesses.
2. Report the accident to police, (when necessary) 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 the nearest Heron Campers branch with the accident details within 24 hours.

#### (b) At the Branch:

1. The Hirer must produce their driver's licence and hand over the police report (if applicable) and any supporting photographs.
2. The Hirer is required to pay the liability (if applicable) and any other amount due by them in respect of any damage or loss arising from the

accident. This amount is payable at the time of reporting 'the event' and not at completion of the rental period.

3. Heron Campers reserves the right to charge the daily rental rate for the period the vehicle is off fleet for accident repairs when contract is breached. Please refer to clause 8 + 14 of this agreement.

4. The Heron Campers customer service team will ensure the vehicle accident report is completed clearly and it is signed by the Hirer.

(c) Exchange Vehicle:

1. The availability of an exchange vehicle is not guaranteed; provision is subject to availability, Hirer's location, accident liability and remaining hire duration. Additional charges may be incurred.

2. If an exchange vehicle is required as a result of an accident, the Hirer is responsible for making their own way to the nearest Heron Campers branch or pick up location at their own cost.

3. Heron Campers may offer the customer the option of paying an exchange vehicle relocation fee to send a driver to deliver the exchange vehicle to the Hirers location.

4. The Hirer will pay for any costs relating to delivery of a change over vehicle because of any single vehicle accident.

5. The Hirer acknowledges that new a Rental Agreement and new Terms and Conditions will be superseded by the vehicle exchange.

(d) Time frame for settlement of hirer's liability claims:

1. Heron Campers shall use best endeavours to ensure that any money due back to the hirer is forwarded as quickly as possible, however third party claims can take months or even years to resolve. Heron Campers cannot force the destiny of these claims, and the Hirer acknowledges that handling of these claims is up to Heron Campers insurer and the third party, whether they be insured or not.

2. Heron Campers agrees to refund any liability excess applicable within 60 days of receiving final resolution and payment relating to third party claims.

3. For information regarding outstanding claims or vehicle insurance refunds please contact Heron Campers.

4. The Hirer agrees to provide all reasonable assistance to Heron Campers in handling any claim including providing all relevant information and attending court to give evidence.

**Important Note:** Under no circumstances should the Hirer attempt to start or drive a vehicle that

has been involved in an accident, damaged by roll-over, water submersion or any other means without permission from Heron Campers.

**18. Handling Procedure of Speeding and Parking Ticket, Toll Road Notices, Infringement Notice, etc.**

Heron Campers as owner of the vehicle is liable for all parking and traffic violations. Heron Campers does not query any issue. If the vehicle was returned, Heron Campers will charge the outstanding balance to the Hirer's credit card.

Heron Campers will not contact the Hirer prior and after the charges to his/her credit card, but will explain the charges and send copies of the parking and traffic violations if contacted by e-mail or by phone. In circumstances of credit card failure Heron Campers reserves the right to pass details of the Hirer's home contact to the New Zealand Traffic Authorities.

Heron Campers will charge a NZ\$25 handling fee for each issued parking or traffic violation and toll road fees.

Please note there are a total of 3 toll roads on the North Island.

<https://www.nzta.govt.nz/roads-and-rail/toll-roads/toll-road-information/where-the-toll-roads-are/>

**19. Cancellations**

**Please note that the deposit is non-refundable.**

The following amount will be charged:

If cancelled up to 31 days prior to pick up: Deposit

If cancelled from 30 to 15 days prior to pick up:

50% of Final Payment

If cancelled 14 to 7 days prior to pick up: 75% of Final Payment

If cancelled 6 to 1 days prior to pick up, or a no-show: 100% of Final Payment

Cancellation of Ferry bookings: NZ\$50

**20. Rental Period Extension**

A hire extension is subject to availability and authorisation by Heron Campers. Any costs associated with the extension will be disclosed prior to confirmation and charged during hire or upon drop off.

**21. Immediate Return of Vehicle (where Default or Damage)**

Heron Campers shall have the right to terminate the hire and take immediate possession of the vehicle, if the Hirer fails to comply with any terms

of this agreement, or if the vehicle is damaged due to the breach of clause 8 and clause 14. The termination of the hire under the authority of this clause shall be without prejudice to the rights of the owner and the other rights of the Hirer under this agreement or otherwise. In the event of such termination or repossession, the Hirer has no right to a refund of any part of the rental charges.

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

If you are relocating one of our vehicles, please refer to the additional terms and conditions.

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Signature of Hirer

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Signature on behalf of Heron Campers

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Date