



## **Heron Campers Ltd.**

### **Terms and Conditions**

### **Effective: 01 May 2019**

#### **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. Booking, Deposit & Payment**

**To request a booking, please follow the booking request link in your personal quote. A deposit of 20% must be paid within 48 hours after confirmation or your booking will be cancelled. The final payment +3% credit card fee is due 40 days prior to the collection of the vehicle. If your booking is under 40 days prior arrival the full amount of the booking +3% credit card fee has to be paid.**

**We accept only Visa or MasterCard for payment.**

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

The Hirer shall pay for the Road User Recovery Charge (per 100kms) at the completion of their journey. The costs per kilometre (or per 100kms) can be obtained from Heron Campers at collection or are available on-line. Heron Campers reserves the right to amend the Road User Charge Recovery Fee in response to changes in Government Road User Charges that may occur from time to time. Such amendments are out of the control of Heron Campers.

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 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 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 condition (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: 8.00am to 4.00pm

Public Holidays: 8.00am to 4.00pm

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

**NZ\$80.00 surcharge will apply to all vehicles collecting or returning on National Public Holidays.**

#### **2019:**

**1<sup>st</sup> Jan** New Year's Day, **2<sup>nd</sup> Jan** Day after New Year's Day, **28<sup>th</sup> Jan** Auckland Anniversary Day (Auckland branch only), **6<sup>th</sup> Feb** Waitangi Day, **19<sup>th</sup> April** Good Friday, **22<sup>nd</sup> April** Easter Monday, **25<sup>th</sup> April** Anzac Day, **3<sup>rd</sup> June** Queens Birthday, **28<sup>nd</sup> Oct** Labour Day, **15<sup>th</sup> Nov** Canterbury Anniversary Day (Christchurch branch only), **25<sup>th</sup> Dec** Christmas Day, **26<sup>th</sup> Dec** Boxing Day

#### **2020:**

**1<sup>st</sup> Jan** New Year's Day, **2<sup>nd</sup> Jan** Day after New Year's Day, **27<sup>th</sup> Jan** Auckland Anniversary Day (Auckland branch only), **6<sup>th</sup> Feb** Waitangi Day, **10<sup>th</sup> April** Good Friday, **13<sup>th</sup> April** Easter Monday, **25<sup>th</sup> April** Anzac Day, **1<sup>st</sup> June** Queens Birthday, **28<sup>nd</sup> Oct** Labour Day, **13<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**

**Heron 4, Heron Trio and Heron 2+1:**

*Drivers 21 years of age and over*

#### **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 may also require, 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\$5000 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) The Hirer and any user the Hirer permit to use the vehicle is solely responsible for observing the New Zealand Road Rules, safe driving and operation of the vehicle so as to avoid accidents or injury to people or property. Operating the vehicle in a careless or unsafe manner can be determined solely at the discretion of Heron Campers and may result in the retention of the security bond (see clause 14)
- (o) driven over speed limit: **Speed limit is 90kph for Heron 4 and 100kph for Trio and Heron 2+1 vehicles.**

## 9. Restricted Roads

Heron Campers vehicles may only be driven on sealed/bitumen or well-maintained roads. Driving on un-signposted gravel roads is expressly forbidden. Driving the vehicle on unsealed or gravel entrances to camping is speed limited to 10kms per hour.

### 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. This should include DAILY OIL and WATER CHECKS. Should the vehicle warning lights indicate any potential malfunction or the instruments indicate that the engine is getting too hot the customer will contact Heron Campers IMMEDIATELY. The hirer may be required to attend on road servicing appointments if necessary.**

The Hirer will be responsible for any costs for damage and recovery, including towing charges, staff time and expenses 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. This process can take several weeks following the end of the hire period, but Heron campers will use its best endeavours to complete this in a timely manner.

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

In an event of technical problems or a mechanical breakdown, the Hirer must contact Heron Campers. For problems arising while traveling in the **North Island** please call the **Auckland Depot** on Freephone **0800 100 977**. For problems arising while traveling in the **South Island** please call the **Christchurch Depot** on Freephone **0800 88 77 01**.

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 4 or in the LDV Heron 2+1 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, keys 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.**

**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 if the breakdown has directly caused a delay in travel of 24 hours or more. If the delay is under 24 hours in one location Heron Campers can deny the refund request at its own discretion. No responsibility for out of pocket expenses, including accommodation charges or meals resulting from a breakdown or accident will be accepted.

#### **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**

All Heron Campers vehicles includes the standard insurance rate "Risk Taker". The customer can choose on of our Insurance Options to reduce the Liability Excess.

##### **Standard Insurance "Risk Taker"**

Excess 3.000-5.000 NZD

##### **"All Good" Insurance Option**

Excess 1.500-2.000 NZD for 15-25 NZD per hire day

##### **"No Worries" Insurance Option**

Excess 0 NZD for 29-44 NZD per hire day

Insurance options are capped at a maximum of 50 days.

**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 security deposit 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, building signage or tree branches etc.

### 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

The customer must provide a valid credit card (Mastercard or Visa) to pay the Bond/Liability and the amount will be debited to the customer's credit card upon the day of the vehicle collection. The Bond/Liability is fully refundable after the hire of the vehicle. The Hirer agrees that the registered credit card will be charged to cover damages and incidental items such as (but not limited 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\$50).
- Unpaid Road User Recovery Charge at the rate specified at the commencement of the hire period.
- Lost or damaged items in the Heron Camper (see below):
  - GPS NZ\$270, Travel Adapter NZ\$21, 12V Charger NZ\$15, Travel Map NZ\$35, First Aid Kit NZ\$28, AUX Connection NZ\$50, 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. Credit and Debt Card Payment

- (a) Where the credit or debit card is presented for payment, the credit or debit card holder will be jointly and severally liable as the hirer.
- (b) Heron Campers may process credit or debit card charges pertaining to the rental after the end of the hire period.

(c) The hirer acknowledges that all transactions under this agreement are conducted in New Zealand dollars. Due to the exchange rate fluctuations and bank fees, there could be some variance between the amount initially debited against the hirers debit or credit card and the amount refunded. Heron Campers accepts no liability for any such variance, any interest incurred on such amounts, or any liability for bank fees payable to by the hirers bank. All such costs are to be borne by the hirer.

### 18. 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 of 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.

**19. 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, freedom camping 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 Authorities.

Heron Campers will charge a NZ\$50 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/>

**20. 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

**21. 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.

**22. 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.

**23. Verbal warranties**

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, oral representations, warranties or agreements between the parties with respect to the subject matter of this agreement.

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.

\_\_\_\_\_  
Signature of Hirer

\_\_\_\_\_  
Signature on behalf of Heron Campers

\_\_\_\_\_  
Date