



# Rental Agreement

## Terms and Conditions

Thank you for choosing KEA. We are very proud of our product and our reputation, and we have built our business on providing the best possible experience for our customers. Your safety and security are our greatest concerns, so to assist you in making your holiday a wonderful experience, it is important for you to carefully read these Terms and conditions. Should you have any questions about these Terms and conditions please contact us on freecall **0800 52 00 52**. These Terms and conditions do not exclude, restrict or modify the application of any provision, the exercise of any right, or the imposition of any liability under any New Zealand consumer law statute, where that would contravene the statute. However, the Consumer Guarantees Act 1993 will not apply to Vehicle rentals acquired by Customers in trade.

### 1) RATES AND CONDITIONS

Rates and Conditions quoted in our documentation are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates or conditions applicable to your rental once your booking has been confirmed by KEA. Please note all prices are quoted and payable in New Zealand dollars.

All amendments to bookings are subject to availability of Vehicle and/or package. Different rates may apply based on the amendment made.

### 2) DEFINITIONS

'This Agreement' means the Rental Agreement and these Terms and Conditions.

'Customer' means the person or persons nominated as the hirer and any person whose credit or debit card is presented for payment of the Customer's charges. Refer to clauses 23 and 30 for information about the Vehicle Security Deposit requirements and credit or debit card payments.

'KEA' means Tourism Holdings Ltd.

'Rental Period' means the hire period or any agreed variation thereof and any additional period during which the Vehicle is in the Customer's possession or control.

'Vehicle' means the Vehicle hired by the Customer and includes tyres, tools, accessories, and all other equipment, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided.

'Vehicle Security Deposit' means the amount paid by the Customer on pick up of the Vehicle to any amounts owed by the Customer under this Agreement.

### 3) RENTAL DURATION

**3.1** 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.

**3.2** Minimum rental period is 5 days. A 14 day minimum rental period applies for travel 20 December – 10 January. Minimum rental periods are subject to change, and any such change will be notified to you prior to booking confirmation.

**3.3** Late pick-up or early return of the Vehicle does not entitle the Customer to any refund of the unused portion of the rental.

### 4) DELIVERY AND RETURN OF THE VEHICLE

**4.1** The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank and full bottle of gas (if applicable).

**4.2** The Customer will return the Vehicle in a clean condition with a full fuel tank on the return date, time and location set out in the Rental Agreement. Except where the Customer has purchased the "Pre-purchase Fuel Option", failure to return the vehicle with full petrol or diesel will result in additional charges. The hirer must ensure to return all KEA equipment. Missing items will be replaced at the hirers cost.

**4.3** KEA reserves the right to charge the Customer a NZ\$250 cleaning fee if the Vehicle is not returned in clean condition. This includes smoking related cleaning, as smoking is not permitted in the vehicle.

**4.4** The toilet and wastewater tank (if applicable) must be emptied prior to the return of the Vehicle, or an additional NZ\$125 soiling fee will be charged.

### 5) BRANCH HOURS OF OPERATION

All Vehicles must be collected from, and returned to, a KEA branch. KEA branches are open 7 days per week 8.00am to 4.30pm. Customers must allow adequate time to complete the required paperwork when collecting or returning your Vehicle. The latest arrival for any collection or delivery is 3.30pm. KEA branches are closed on Christmas Day (25th December).

### 6) CHANGE OF DROP-OFF DESTINATION

If the Customer wishes to change the drop-off destination, they must first obtain authorisation from KEA (call **0800 52 00 52**). Subject to the change being approved, an additional charge of up to NZ\$750 may apply, which will be notified to you at time of approval and is required to be paid immediately via credit card. The fee may apply in all cases irrespective of the reason for location change.

### 7) LATE DROP-OFFS

**7.1** If the Customer wishes to drop-off the Vehicle after business hours, they must first get approval from the branch of destination. Failure to obtain authorization for a drop off outside business hours will result in a daily fee of NZ\$150 in addition to the daily rate being charged.

**7.2** If the Customer drops-off the Vehicle after business hours, the Customer will remain responsible for the Vehicle up until the time that it is checked in by a KEA staff member the following day.

### 8) RENTAL EXTENSION

**8.1** If the Customer wishes to extend the rental whilst on hire, they must first obtain authorisation from KEA. This is subject to availability. The extra cost of an extended rental must be paid by credit card on confirmation of the rental extension. The daily rental rate for the extension may not reflect the original rate booked.

**8.2** Failure to obtain an authorisation for a rental extension will result in a late fee of NZ\$150 per day in addition to the daily rental rate for each day until the Vehicle is returned. The daily rental rate charged will be based on the KEA standard rental rates per Vehicle for the extended rental period.

### 9) PICK-UP AND DROP-OFF LOCATIONS

KEA branches are located in Auckland and Christchurch. Vehicles must be picked up and dropped off at a KEA branch. Alternative pick-up and drop-off locations are only available if pre-arranged and authorized by KEA. Relocation fees may apply.

### 10) ONE-WAY RENTALS

One-Way rentals are available between all branch locations. The one-way fee is included in the Vehicle rate.

### 11) MULTIPLE RENTALS

Should a Customer have more than one rental, the bookings can be combined to qualify for longer-term hire discounts off the vehicle rate. Consecutive motorhome hire in South Africa for KEA, Maui and Britz; Australia for KEA, Maui, Britz and Mighty and in New Zealand for KEA, Maui, Britz, United, Alpha and Mighty can be combined to qualify if travel is within a 3-month period.

### 12) EXTRA DRIVER FEE

There are no fees for additional drivers.

### 13) LICENCE

A current and full (non-probationary) motor Vehicle driver's licence is required and must be produced upon Vehicle collection. Should a foreign licence be in a language other than English, it must be accompanied by an accredited English translation. The translation must be provided by a NZ Transport Agency authorised translation service or a diplomatic representative at a high commission, embassy or consulate, or the authority that issued your overseas licence (an International Driving Permit may be acceptable as a translation if in English).

#### 14) AGE RESTRICTIONS

Drivers must be 21 years of age or over.

#### 15) USE OF THE VEHICLE

**15.1** The Customer agrees that, during the Rental Period, the Customer will not allow the Vehicle to be:

- (a) driven otherwise than in a prudent and cautious manner.
- (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) submerged in water, brought into contact with salt water, used in a creek or river crossing, driven on a beach or through flooded areas;
- (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 or detailed in the Vehicle manual or on the Vehicle or specified in this Agreement;
- (i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and
- (j) used for transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

**15.2** Road restrictions apply as follows:

- (a) KEA Vehicles may only be driven on sealed/bitumen or well-maintained roads.
- (b) Vehicles are not permitted to be driven on Skippers Road (Queenstown), the Crown Range Road (Queenstown), Ninety Mile Beach (Northland), and North of Colville Township (Coromandel Peninsula).

The Customer is responsible for all damage if travelling on these roads as defined in clause 21.5.

**15.3** We value your well-being, and for safety purposes, KEA reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to:

- (a) adverse road or weather conditions;
- (b) the distance to nominated destinations in relation to the length of the hire period; and
- (c) any concerns KEA, its employees or agents may have regarding driver experience or ability.

KEA will advise you on pick-up of any travel restrictions known at that time.

**15.4** Where KEA mandates a change in drop-off location, fees as per clause 6 will not apply.

**15.5** The Customer shall not make any alterations or additions to the Vehicle without the prior written consent from KEA.

**15.6** The Customer will not allow any animals to be carried in the Vehicle, excluding registered guide dogs.

**15.7** The Customer shall take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, and will contact KEA immediately should Vehicle warning lights indicate any potential malfunction.

#### 16) MAINTENANCE AND REPAIRS

KEA will reimburse the Customer for expenditure up to NZ\$200 reasonably incurred in rectifying any mechanical failure of the Vehicle. For repairs costing over NZ\$200, KEA will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided the Customer was not

responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

#### 17) ON-ROAD ASSISTANCE

**17.1** KEA provides 24 hours on road assistance support. Please contact KEA on free call:

**0800 788 558.**

**17.2** Any problems associated with the Vehicle, including equipment failure, must be reported to KEA within 24 hours in order to give KEA the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. Subject to clause 25, KEA reserves the right not to accept liability for any claims submitted after this period.

**17.3** The on-road assistance will cover, free of charge, any technical malfunction of the vehicle arising from a manufacturing or material fault that directly renders the part concerned unfit for operation during the Rental Period and for which a claim is not excluded. Claims will be excluded, and the Customer will be charged for any on-road assistance, where the malfunction was caused by the Customer's actions or omissions, or where the fault is not covered by the Vehicle manufacturer's guarantee. This will include any on-road assistance for the following:

- (a) The Vehicle running out of fuel.
- (b) The keys being locked inside the Vehicle or lost.
- (c) Flat batteries caused by incorrect usage of the batteries and or incorrect usage of any equipment that requires the batteries to operate.
- (d) A breakdown caused by damage caused in an accident.
- (e) A breakdown caused by willful neglect.

**17.4** All on-road assistance required or managed due to circumstances covered in 17.3 (a)-(e), or otherwise as a result of the Customer's actions or omissions, will incur a minimum charge of NZ\$173 plus any additional charges provided by third party assistance.

#### 18) VEHICLE AVAILABILITY

**18.1** Vehicles cannot be requested by make or model, only by Vehicle category.

**18.2** KEA will endeavour to supply the Vehicle category selected, however should the Vehicle booked be unavailable through unforeseen circumstances, KEA reserve the right to substitute an alternative Vehicle without prior notification. The alternative Vehicle shall be as close a substitute for the booked Vehicle as possible. KEA will reasonably determine what, if any, refund may be warranted if a Vehicle substitution is required.

**18.3** Should the Customer decide to voluntarily downgrade their Vehicle type from that booked, they will not be entitled to any refund.

#### 19) TITLE TO VEHICLE

The Customer acknowledges that KEA retains title to the Vehicle at all times. The Customer shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

#### 20) FOR YOUR PROTECTION

New Zealand legislation provides limited coverage for personal injury. KEA does not accept any liability for personal injuries sustained during the rental, nor for any lost or damage to personal belongings. KEA strongly recommends the Customer takes out personal travel insurance to cover any injury or loss.

#### 21) VEHICLE DAMAGE

**21.1** The Customer understands that:

The Vehicle is insured for Third Party Vehicle and property damage

**21.2** Customer will be responsible for the total cost of any damage (as per clause 21.5) if:

- (a) the Customer breaches any of the terms of this Agreement and that breach is the cause of or contributes to the relevant damage; or
- (b) the damage is covered by any of the exclusions set out in clause 22.

**21.3** The Customer will not have to pay a liability for any damage to the Vehicle, subject to clause 22. This cover includes unlimited tyre and windscreen cover, overhead and underbody damage, theft, fire, break in or vandalism. A processing fee of NZ\$60 will be applicable per accident claim.

**21.4** The Vehicle Security Deposit (refer to clause 23) applies in respect of each claim, not rental.

**21.5** Damage includes any and all damage to Third Party property, damage to the rented Vehicle including windscreens, tyres, towing and recovery costs, overhead and underbody damage, theft, fire, break in or vandalism. A processing fee of NZ\$60 will be applicable per accident claim.

#### 22) EXCLUSIONS

The Customer acknowledges that they are responsible for all costs arising out of, or incurred in connection with:

- (a) any damage caused by willful misconduct (e.g. sitting or standing on the bonnet or roof of the Vehicle) and driving under the influence of alcohol or drugs, or negligence;
- (b) any loss or damage to personal belongings: KEA recommends the Customer does not leave valuables in the Vehicle and that they take out personal travel insurance;
- (c) any damage to the vehicle or any third party's vehicle or property where the customer is deemed by local authorities to have been careless, negligent or willful in failing to abide by the local road rules;
- (d) retrieving or recovering a Vehicle which may include, but is not limited to, a Vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned, in each case in circumstances within the control of the customer;
- (e) replacing keys which have been lost or, stolen, or retrieving keys which have been locked in the Vehicle;
- (f) for damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in Vehicle manual;
- (g) damaged caused by 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) any damage associated with the incorrect use of fuel (fuel being diesel or petrol), which includes Bio-Diesel which should not be used, or water or other contamination of fuel.

#### 23) VEHICLE SECURITY DEPOSIT

**23.1** On pick-up of the Vehicle, the Customer agrees to pay a Vehicle Security Deposit to cover any amounts owed under this Agreement ("Vehicle Security Deposit"). The Vehicle Security Deposit amount is NZ\$250. The Customer must provide a valid credit card to pay the Vehicle Security Deposit.

**23.2** The Vehicle Security Deposit is fully refundable, provided the Vehicle is returned on time, to the correct location, undamaged, in a reasonably clean condition and, except where the

Customer has purchased the "Pre-purchase Fuel Option", with full fuel tanks (fuel being petrol or diesel). Refund of the Vehicle Security Deposit is not a waiver by KEA of the Customer's liability under this Agreement and KEA retains the right to recover monies for breach as set out in clause 30.3.

**23.3** The Customer authorises KEA to deduct from the Vehicle Security Deposit any amounts due by the Customer to KEA arising under this Agreement including but not limited to, any costs, fines or liability arising under clause 4 (Delivery and return of the Vehicle), clause 7 (Late drop-offs), clause 8 (Rental extension), clause 15 (Use of the vehicle), clause 17 (On-road assistance), clause 21 (Vehicle Damage), clause 26 (Freedom Camping and Toll and Traffic Offences) and clause 33 (Terminating the agreement and repossessing the vehicle). KEA will provide the Customer with an itemised bill of the monies to be deducted by KEA from the Vehicle Security Deposit under clause 23.1 prior to making such deductions.

**23.4** If the Customer has a complaint in relation to any monies deducted by KEA from the Vehicle Security Deposit under clause 23.3, the Customer is invited to contact KEA by calling **0800 788 558** or sending an email to **customercare@thlonline.com**. KEA takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

## 24) PROCEDURES IN CASE OF ACCIDENT

If the Customer is involved in a motor Vehicle accident whilst on hire, the following procedures should be followed:

### A) At the accident scene the Customer must:

1. Obtain the names and addresses of third parties and any Witnesses.
2. Report the accident to police, 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 KEA Branch with the accident's details within 24 hours.

### B) At the Branch

1. The Customer must produce their driver's licence and hand over the police report (if applicable) and any supporting photographs.
2. The Customer is required to pay any amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting 'the event' and not at completion of the Rental Period.
3. KEA reserves the right to charge the daily rental rate for the period the Vehicle is off fleet for accident repairs.
4. The KEA Customer Service Representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately signed by the Customer.

### C) Exchange Vehicle

1. The availability of an exchange vehicle is not guaranteed; provision is subject to availability, Customer location, accident liability and remaining hire duration. Additional charges may be incurred (see below).
2. If an exchange vehicle is required as a result of an accident KEA will deliver the Vehicle to the Customers location.
3. The Customer will pay for any costs relating to delivery of the exchange vehicle.
4. A new Vehicle Security Deposit will be required for the exchange vehicle.

## D) Time Frame for Settlement of Customer Liability Claims

1. KEA shall use best endeavours to ensure that any money due back to the Customer is forwarded as quickly as possible, however third party claims can take months or even years to resolve KEA cannot force the destiny of these claims, and the Customer acknowledges that handling of these claims is up to KEA's Insurer and the third party, whether they be insured or not.
2. KEA agrees to refund any Vehicle Security Deposit refunds applicable within 60 days of receiving final resolution and payment relating to third party claims.
3. For information regarding outstanding claims or Vehicle Security Deposit refunds please contact the Claims Department on +64 9 255 0620 during office hours.
4. The Customer agrees to provide all reasonable assistance to KEA in handling any claim including providing all relevant information and attending Court to give evidence.

**Important Note:** Under no circumstances should the Customer 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 KEA.

## 25) LIMITATION OF LIABILITY AND INDEMNITY

**25.1** If the Customer acquires, or holds itself out as acquiring, the Vehicle rental in trade, the provisions of the Consumer Guarantees Act 1993 will not apply. Otherwise, nothing in this Agreement affects the Customer's rights under the Consumer Guarantees Act 1993 and the Customer shall have the benefit of the guarantees under that legislation (the **Consumer Guarantees**).

**25.2** Except as expressly set out in this Agreement, or the Consumer Guarantees, KEA makes no warranties or other representations with respect to the Vehicle or services provided, and any implied warranties or representations are excluded.

**25.3** Except as expressly set out in this Agreement, or the Consumer Guarantees, KEA, its employees or agents will have no liability to the Customer for any loss or damage of any kind whatsoever, except where such loss or damage is due to the negligence or willful act or omission of KEA or its employees or agents.

**25.4** Subject to clause 25.5, the Customer hereby fully and effectively indemnifies and agrees to keep indemnified KEA, its employees, agents and contractors (each an **Indemnified Party**) against every liability, loss, damage, cost or expense (hereafter **Liabilities**) (including all Liabilities arising as a result of damage to a third party's property or injury to or death of any person, and all legal costs in relation to any Liabilities) sustained, suffered or incurred by any such Indemnified Party arising out of or in connection with any breach of this Agreement by the Customer or any negligence, fraud, dishonesty, or misrepresentation of the Customer.

**25.5** To the extent permitted by law, neither party will have any liability under this Agreement for any indirect or consequential losses, including loss of profits, business, income or savings.

## 26) FREEDOM CAMPING AND TOLL AND TRAFFIC OFFENCES

**26.1** The Customer is liable for an offence committed during the Rental Period involving the use of the Vehicle where the offence was:

- (a) a speeding offence, an offence in respect of failure to comply with the directions given by a traffic signal, or a toll offence where such

offences were detected by approved Vehicle surveillance equipment;

- (b) an offence for parking in any portion of a road in breach of any bylaw of a road controlling authority or Part 6 of the Land Transport (Road User) Rule 2004; or
- (c) an offence under section 20(1) of the Freedom Camping Act 2001 involving the use of the Vehicle.

**26.2** The Customer agrees to pay any infringement fee and costs that may become payable because of an infringement notice served on KEA for any of the offences set out in clause 26.1(a)-(c), including an administration fee of up to NZ\$60 for associated administration costs. This administration fee will be applicable per offence.

**26.3** Subject to KEA complying with clause 26.4 and 26.5, the Customer authorises KEA to debit the Customer's credit or debit card for any infringement fees and costs, including any administration fee under clause 26.2.

**26.4** If KEA receives:

- (a) an infringement notice, KEA will send the Customer a copy of the infringement notice and this Agreement, together with a notification that if KEA receives a reminder notice in respect of the infringement notice, KEA will debit the Customer's credit or debit card for the amount of the infringement fee (plus an administration fee of up to NZ\$60);
- (b) a reminder notice only, KEA will send the Customer a copy of the reminder notice and this Agreement, together with a notification that KEA will debit the Customer's credit or debit card for the amount of the infringement fee (plus an administration fee of up to NZ\$60).

**26.5** All notifications under clause 26.4 will be sent to the address provided by the Customer within 5 working days of receipt of the infringement or reminder notice (whichever is applicable).

**26.6** The Customer has the right to:

- (a) challenge, complain about, query or object to the alleged offence to which the infringement notice or reminder notice relates, to the issuing enforcement authority.
- (b) 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.

## 27) RENTAL CHARGES

Total charges as set out in the Rental Agreement are not final. The Customer will pay any shortfall in charges to KEA and the Customer will receive a refund for any overcharges made by KEA. Wherever possible, any amendment to charges will be notified to the Customer at conclusion of rental, and the Customer agrees to payment of any such charges at that time.

## 28) ROAD USER CHARGE RECOVERY FEE (RUCRF)

A road user charge recovery fee is included in the daily rental rate.

KEA reserves the right to amend the Road User Charge Recovery Fee in response to changes in Government Road User Charges.

## 29) PAYMENT OF CHARGES - JOINT AND SEVERAL LIABILITY

All charges and expenses payable by the Customer under this Agreement are due on demand by KEA including any collection costs and reasonable legal fees incurred by KEA. When the Customer comprises of more than one person, each person is liable, jointly and severally for all obligations of the Customer pursuant to this Agreement.

### 30) CREDIT AND DEBIT CARD PAYMENT

**30.1** If a credit or debit card is presented as payment, the credit or debit card holder will be jointly and severally liable as a Customer.

**30.2** The following credit or debit cards will be accepted: Visa Card, MasterCard and American Express. Only the Customer's credit card is acceptable to use for the purpose of the Vehicle Security Deposit.

**30.3** When payment is made by credit or debit card, the Customer agrees that:

- (a) KEA is authorised to complete any documentation and to take any other action to recover from the Customer's credit or debit card issuer all amounts due by the Customer pursuant to this Agreement, including, but not limited to, any amounts due in respect of damage to the Vehicle or to property of a third party and all other additional charges as they are incurred including all freedom camping, parking and traffic offence penalties, road toll fines and associated administration costs;
- (b) in the event that KEA elect to accept payment of the Vehicle Security Deposit by holding a signed and authorised open credit or debit card voucher which is returned to the Customer at the completion of the Rental Period, the Customer agrees that KEA is entitled to recover payment from the Customer's credit or debit card issuer pursuant to paragraph (a) in respect of any amounts due which were not known at the time of return of the voucher; and
- (c) KEA may process credit or debit card charges pertaining to the rental after the hire period.

**30.4** The Customer acknowledges that all transactions under this Agreement are conducted in New Zealand dollars. Due to exchange rate fluctuations and bank fees, there could be some variance between the amount initially debited against the Customer's credit or debit card and the amount refunded. KEA accepts no liability for any such variation.

### 31) PERSONAL AND COMPANY CHEQUES

Personal and Company cheques will not be accepted as payment for Vehicles at the time of pick-up. These must be received by KEA 14 days prior to commencement of rental. Personal or Company cheques are not acceptable as the Vehicle Security Deposit.

### 32) CONDITIONAL UPON PAYMENT

The Customer agrees that provision of any Vehicle is conditional upon KEA being paid by the Travel Agent or Travel Wholesaler who arranged the Vehicle rental on the Customer's behalf. KEA reserves the right to collect payment from the Customer in the event of a failure by the Travel Agent or Travel Wholesaler to pay for the Vehicle.

### 33) TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE

**33.1** The Customer acknowledges that KEA may refuse any rental, terminate this Agreement and/or repossess the Vehicle (and for that purpose enter upon any premises and remove the Vehicle) at any time, without notification to the Customer, and that the Customer will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

- (a) the Customer is in breach of any material term of this Agreement, particularly clauses 15 and 36;
- (b) the Customer has obtained the Vehicle through fraud or misrepresentation;
- (c) the Vehicle appears to be abandoned;
- (d) the Vehicle is not returned on the agreed return date or KEA reasonably believe that the Vehicle will not be returned on the agreed return date; or
- (e) KEA considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

**33.2** Subject to clause 33.3 the Customer understands that in the event of such termination or repossession, the Customer has no right to a refund of any part of the rental charges or the Vehicle Security Deposit.

**33.3** If the Customer has a complaint in relation to the termination of this Agreement and or the repossession of the Vehicle by KEA under clause 33, the Customer is invited to contact KEA call **0800 788 558** or send an email to **customercare@thonline.com**. KEA takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

### 34) CANCELLATIONS

If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply.

Cancellation fees apply as follows:

- If cancelled up to 22 days prior to pick-up  
**No Fee**
- If cancelled from 21 to 7 days prior to pick-up  
**20% of Gross Rental**
- If cancelled 6 to 1 days prior to pick-up  
**50% of Gross Rental**
- If cancelled on day of pick-up or No-Show  
**100% of Gross Rental**

If Vehicle is returned early no refund will be available.

### 35) PROPER LAW

This Agreement is governed by the laws of New Zealand.

### 36) CUSTOMER WARRANTIES

The Customer warrants that all information supplied by them to KEA in connection with this Agreement is true and accurate and the Customer will immediately notify KEA of any change to the information.

### 37) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, oral representations, warranties or agreements between the parties relating to the subject matter of this Agreement that have been relied on by the Customer and KEA will have no liability to the Customer under sections 9, 12A, 13 or 14(1) of the Fair Trading Act 1986 if the Customer acquires the Vehicle rental in trade.

### 38) PRIVACY

**38.1** KEA will collect personal information as part of its rental process. Any information collected by KEA will be handled in accordance with the KEA Privacy Policy which you can view on our website.

**38.2** The Customer agrees that KEA may collect, use and disclose the Customer's personal information (including but not limited to the location, usage and servicing of your vehicle, your speed, fuel consumption, distances travelled and current and previous locations visited) through global positioning system vehicle tracking and diagnostics (telematics) and other electronic tools in accordance with the KEA Privacy Policy. The KEA Privacy Policy contains information about how to access and correct your personal information, how to make a privacy complaint, how KEA will handle a Customer complaint, how to opt out of direct marketing and whether a Customer's personal information may be disclosed to third parties located overseas.



Contact Details:

**FREE PHONE  
0800 52 00 52**

Branches in:

**Auckland - 36 Richard Pearse Drive, Mangere  
Christchurch - 10 De Havilland Way, Christchurch Airport, Christchurch**