







#### 25.4 If Mighty receives:

- (a) an infringement notice, Mighty will send the Customer a copy of the infringement notice and this agreement, together with a notification that if Mighty receives a reminder notice in respect of the infringement notice, Mighty will debit the Credit Card for the amount of the infringement fee (plus an administration fee of up to NZ\$60);
- (b) a reminder notice only, Mighty will send the Customer a copy of the reminder notice and this agreement, together with a notification that Mighty will debit the Credit Card for the amount of the infringement fee (plus an administration fee of up to NZ\$60).

25.5 All notifications under clause 25.4 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).

#### 25.6 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.

### 26) RENTAL CHARGES

Total charges as set out in your rental agreement are not final. The Customer will pay any shortfall in charges to Mighty and the Customer will receive a refund for any overcharges made by Mighty. 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.

### 27) ROAD USER CHARGE RECOVERY FEE

A road user charge recovery fee will be calculated and collected on return of a campervan hire based on the kilometres travelled during the hire and the actual vehicle category. The costs can be obtained from the Local Host upon vehicle collection and/or are available online.

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

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

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

### 29) CREDIT AND DEBIT CARD PAYMENTS

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

29.2 The following credit or debit cards will be accepted: Visa, MasterCard, and American Express. A non-refundable 2% administration fee will apply to all Visa and MasterCard transactions. A non-refundable 4.6% administration fee will apply to American Express cards. Credit card administration fees also apply to

debited Liability Deposits. Only the Customer's credit card is acceptable to use for the purpose of the Liability Deposit. The credit card administration fees are subject to change.

29.3 Mighty may process credit or debit card charges pertaining to the rental after the Rental Period.

29.4 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. Mighty accepts no liability for any such variation or any interest incurred on such amounts.

### 30) PERSONAL CHEQUES, COMPANY CHEQUES AND BANK TRANSFERS

Personal cheques, company cheques and bank transfers will not be accepted as payment for rental charges at the time of pick up. These must be received by Mighty 28 days prior to commencement of Rental. Personal cheques, company cheques or bank transfers are not acceptable as the Liability Deposit and a valid credit card will need to be provided for the purposes of clauses 20.3 and 22.

### 31) CONDITIONAL UPON PAYMENT

The Customer agrees that provision of any Vehicle is conditional upon Mighty being paid by the travel agent or travel wholesaler. Mighty 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.

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

32.1 The Customer acknowledges that Mighty 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 14 and 35;
- (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 Mighty reasonably believe that the Vehicle will not be returned on the agreed return date; or
- (e) Mighty considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

32.2 Subject to clause 32.3, 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.

32.3 If the Customer has a complaint in relation to the termination of this Agreement and or the repossession of the Vehicle by Mighty under clause 32, the Customer is invited to contact Mighty by calling 0800 422 267 or by sending an email to [customer@thlonline.com](mailto:customer@thlonline.com). Mighty takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

### 33) CANCELLATIONS

33.1 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 are as follows:

- If cancelled up to 91 days prior to pick up:  
No Fee
- If cancelled from 90 to 22 days prior to pick up:  
10% of Gross Rental
- 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 available

### 34) PROPER LAW

This Agreement is governed by the laws of New Zealand.

### 35) CUSTOMER WARRANTIES

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

### 36) 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 Mighty 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.

### 37) PRIVACY

Mighty will collect personal information as part of its rental process. Any information collected by Mighty will be handled in accordance with the Mighty Privacy Policy which you can view at [www.thlonline.com/privacy](http://www.thlonline.com/privacy).

MT213-05/18

FREECALL

0800 422 267

BRANCH LOCATIONS:

- **Auckland** 36 Richard Pearse Drive, Mangere, Auckland
- **Christchurch** 159 Orchard Road, Christchurch
- **Queenstown** 50 Lucas Place, Frankton, Queenstown

**mighty**  
CAMPERS

[www.mightycampers.co.nz](http://www.mightycampers.co.nz)