Spaceships New Zealand - Terms and Conditions 1 October 2026 – 31st March 2028

Your Spaceship includes unlimited kilometres, standard insurance, 15% GST, 24-hour roadside assistance, campground brochures, two free gas canisters, linen and bedding and cooking kits.
Also included are the North and South Island NZ Frenzy guidebooks in PDF format and the Spaceships travel App.

1. Interpretation

1.1 Fees mean the fees payable by you to us and as set out on the Rental Document plus any additional fees payable under this Agreement. Dollars and $ are New Zealand currency.
1.2 GST means New Zealand's Goods and Services Tax. All costs associated with Spaceships are inclusive of GST and you agree to pay GST at the time as you pay the fees.
1.3 Rental Document means the Rental Agreement Form signed by you and Spaceships Limited setting out the period and specific terms of rental to which this Agreement applies including the reverse of this Agreement (and any equivalent computerised data or forms).
1.4 Rental Period means the pick-up and drop-off date shown on the Rental Document.
1.5 Vehicle means the Vehicle described in the Rental Document (or any substitute Vehicle) and includes but is not limited to its under body, parts, components, accessories and contents supplied by us (except where specifically excluded).
1.6 We, **our** and **us** means Spaceships Limited
1.7 You, **your, Customer, Driver, Hirer** and **yourself** means the person(s) recorded in the Rental Document as the Hirer and includes all Additional Drivers as described on the Rental Document and any forms for additional drivers plus anyone else that you allow to use the Vehicle.
1.8 Damage(s) means all damage to third party property, damage to the Vehicle including tyres, windscreens, damage to the roof, under body, glass, windscreen, vandalism, exterior body and any towing or recovery costs.

2. Agreement

2.1 We agree that you may hire the Vehicle subject to the terms of this Agreement.
2.2 You agree to comply with the terms of this Agreement and to pay the Fees to us.
2.3 This Agreement may only be amended in writing by us, and its terms always apply during your use of our Vehicle from when you make the reservation. Any terms and conditions contained in any other document and all statements, terms and warranties (whether implied by statute or otherwise) not embodied in this Agreement are expressly excluded to the fullest extent permitted by law.
2.4 None of our employees, agents or contractors are authorised to vary or add to this Agreement, make any representations about the performance, specifications or fitness for purpose of our goods other than those specified in our authorised written material. You agree that all such unauthorised warranties and representations are expressly excluded.
2.5 All Spaceship specifications, features and contents are subject to change without notice and may vary due to modifications and/or upgrades. We will do our best to inform all pre-booked customers but cannot be held liable for any such variance.
2.6 This Agreement is void if you breach any of the terms and you are potentially liable for all associated costs if applicable.
2.7 We recommend you have travel insurance to cover any unforeseen events that may cause the shortening of your rental.

3. Driver and driver licence requirements

3.1 You agree and acknowledge that:
(a) All drivers must be 18 years of age or over. **Restricted and probationary permits are acceptable** as long as you drive within the provisions of your licence.
(b) A full resident country driver's licence must be presented at the time of Vehicle pick up for each nominated driver.
(c) New Zealand law states if your overseas driver's licence is NOT FULLY translated into English you must carry an accurate translation. This is your responsibility as the hirer.
(d) You have not been convicted of, or have charges pending, for a driving related offence under the influence of alcohol or drugs; or with a blood alcohol level over any legal limit, in respect of which the term of the penalty has not been fully served or served at all;
(e) You have not been refused nor had any motor Vehicle insurance cancelled for any reason within the three years prior to the Rental Period.

4. Road Restrictions

4.1 You must not drive on these restricted roads:
(a) Skippers Canyon Road near Queenstown, Ball Hutt Road near Mt Cook and 90 Mile Beach in Northland and agree this agreement is void, and you are liable for **ALL** associated costs of any repairs, towing and all damages if you do regardless of which Excess Reduction Option you have.
4.2 You must not, unless authorised by us, drive or take the Vehicle on any road, which is temporarily/permanently closed or restricted, or on beaches through streams, dams, rivers and floodwaters.

5. Hirers' obligations

5.1 You must not:
(a) Not smoke or allow animals in the vehicles at any time. A soiling fee of $300 will be charged if you breach this obligation. You must not drive under the influence of alcohol or drugs or use the Vehicle for any illegal purposes.
(b) Carry out or arrange any repairs (excludes fitting the spare tyre) without our authority except to the extent that the repairs are necessary to prevent further damage to the vehicle.
5.2 You must:
(a) Keep the Vehicle locked and the keys under your personal control at all times and produce such keys if the Vehicle has been stolen;
(b) Ensure that all responsible care is taken in handling and parking the vehicle and that it is left securely locked when not in use.
(c) Be aware and in compliance with all New Zealand Land Transport rules and regulations. This is your responsibility.
(d) If Travelling with Children: The Child Restraint Law stipulates that children under 7 must be properly restrained in an approved child restraint. It is the hirer's responsibility to ensure their child restraint or a hired child restraint is installed correctly. It is strongly recommended by Land Transport New Zealand that children should be seated in the rear of a vehicle.
(e) Maintain engine oils and coolant levels if the Vehicle's warning lights indicate that this is required plus maintain the tyres at the recommended pressure. Weekly checks are required.
(f) Report all accidents and damages immediately to us.
(g) Supply credit card details on every Rental Agreement to cover any additional fees, infringements or exclusions**.**
(h) Maintain road legal tyres at all times. If your are travelling for a long time and on gravel roads you need to conact us if you are worried about your tyres so we can arrange for them to be checked and changed if required.
(i) Pay all call out fees regardless of your insurance option, unless in the event of mechanical failure.

6. Maintenance, repairs and on-road service

You must:
(a) Contact us within 24 hours to report any problems with the Vehicle or equipment. Roadside Assistance calls can be made any time of day. We will do our best to fix the problem within 48 hours. No claims will be accepted after this period. Weekends and public holidays will mean delays due to mechanic workshops being closed.
(b) Contact us immediately if you hit a pothole or knock the wheel alignment as this could cause the tyres to wear out quicker than they should. If unreported, costs could be your responsibility.
(c) Not authorise or undertake any repairs to the Vehicle without our prior authority except to the extent that the repairs are necessary to prevent further damage to the Vehicle or other property, in which case you must first attempt to contact us by phone to inform us of the steps you are intending to take and obtain our approval. You must generally do all things necessary to keep and maintain the Vehicle in its current state and condition.
(d) All vehicles are registered with New Zealand Roadside Assistance "NZRA" 24 hour roadside service. This covers all mechanical faults with the Vehicle only. The call out cost for the NZRA to assist for non-mechanical faults, such as but not limited to running out of fuel, lost keys, flat batteries, damaged tyres, changing the spare tyre or a breakdown as a result of an accident will be your cost regardless of the insurance option you have selected. Phone us on 0800 772 237 and press 3 to speak to the NZRA.
Please note: Spaceships will only reimburse you for the cost of authorised repairs by us if you keep and produce to us the original receipts for those repairs or salvage. Continued operation of the Vehicle after a defect has occurred may lead to a serious accident or consequential damage to the engine for which you the hirer will be held responsible and liable for full repair costs.

7. Non-mechanical repairs

You acknowledge that you will not be refunded fees or for any additional accommodation and food costs in the event that non-mechanical malfunctions occur such as, but not limited to the stereo, fridge, battery, flat tyres, lost keys or the water pump and cooker.

8. Our Obligations

(a) We will deliver the Vehicle in a safe and roadworthy condition, and insure the Vehicle for third party Vehicle and property damage. We will use our reasonable endeavours to replace the Vehicle in the event of a serious breakdown or third party accident. This is subject to availability and location at all times.
(b) We reserve the right to not provide a replacement Vehicle in the event of a single vehicle accident as well as a third party accident. We also reserve the right to deny the Stress Free Insurance option on replacement Vehicles.
(c) Subject to the terms and conditions not being breached by the hirer, if we cannot supply a replacement Vehicle in the event of a mechanical breakdown we will refund your hire fees for any whole days for which you lose total use of the Vehicle from the first point of contact with us onwards.
(d) If a breach of the terms and conditions has occurred then we reserve the right to not refund any monies whatsoever.
(e) We provide all agents for us with updated terms and vehicle specifications. Any discrepancies regarding the terms and conditions and/or vehicle category must be addressed via the original booking agent. Spaceships' accepts no responsibility for incorrect information from a third party.
(f) Subject to the exclusions set out below, the hirer and any other driver authorised to drive the Vehicle is indemnified up to a limit of NZ$10,000,000 this is in respect of any liability the hirer might have for damage to any property including injury to any animal, belonging, or to any other person and arising out of use of the Vehicle.
(g) Unused hire days are non refundable except if we cannot provide a replacement Vehicle in the event of a serious mechanical breakdown.

9) Excess Reduction Options

You are required to take one of the following Excess Reduction Options:
1) Standard Bond (included in the day rate)
This has an excess of $5000 for Beta, Beta SC, Dream Sleeper Mini Vehicles. An excess of $6,000 for Sigma Vehicles and an excess of $7,500 for the VW Cosmo Vehicles. These are included in the day rate.

2) Stress Free: ($0 excess plus added cover)
To reduce the excess to $0 it is:
$40 extra per day for the Beta, Beta SC, and Dream Sleeper Mini Vehicles.
$50 extra per day for the Sigma.
$60 extra per day for the Cosmo.
The Excess Reduction Option apply for all ages. See Clause 10,11 and 12 below for more information on your options.

10. Standard Bond

If you decide to risk it and not take the Stress-Free Insurance, you are responsible for the excess of $5000, $6000 or $7,500. This is the amount you will have to pay for any damages, and applies per incident regardless of who is at fault. The excess will be deducted in full immediately upon report of an incident or accident. The excess will be refunded only if we are successful in recovering the full cost of the damages from the third party.

Vehicle write-off liability
If travelling on the Standard Bond and the vehicle ends up being written off, then the vehicle write-off liability may apply. This is up to NZ$18,000 for the Beta, Beta SC and Dream Sleeper Mini Vehicles, up to $25,000 for the Sigma and up to $40,000 for the VW Cosmo Vehicles. We only accept Visa, Visa Debit and MasterCard. Cash Passports or Travel x are not accepted. The Bond is only frozen, not deducted from your account.
You also agree:
(a) You must provide credit card details to us at the commencement of the Rental Period for the purpose of freezing the Bond. We do not deduct the funds, but sufficient funds must be present on the credit card at the time of Vehicle pick up.
(b) In the event of an accident regardless of who is deemed at fault your bond will be processed.
(c) The Bond will be debited regardless of any insurance purchased via a third Party.
(d) The Bond is fully refundable provided no damage has occurred to the Vehicle, when it is returned to the correct location at the right time; with a clean, rubbish-free interior and the exterior panels are clearly visible so any damages can be seen.
(e) We reserve the right to bank the Bond after the return of your Vehicle for any un-reported fines and damages to the Vehicle or third parties and their property.
(f) Third party insurance is not compulsory in New Zealand and claims can take months to resolve. Where the third party causes damage, you may be held liable for all damages even if it was not your fault, therefore we reserve the right to bank and not refund the bond.
(g) In the event the driver's credit card declines we reserve the right to process the bond from any other person(s) name on the Rental Agreement or person(s) that paid for part of the Bond.
PLEASE NOTE: If Spaceships is unable to freeze the full bond you will be unable to commence the hire unless you purchase the Stress Free.

11. Stress Free Insurance

For additional non-refundable fees to reduce the excess to $0 it is $40 extra per day for the Beta, Beta SC, and Dream Sleeper Mini Vehicles. $50 extra per day for the Sigma. $60 extra per day for the Cosmo.
The Stress Free covers the below damages;

- Vehicle write off liability	**- Accident administration fee**	**- Vehicle roll over**
- Vehicle towing or salvage	**- Single vehicle accidents**	**- Under body**
- Exterior panels	**- Side mirrors**	**- Glass cover**
- The roof	**- Unlimited windscreen chips**	**- Tyres**
- One windscreen replacement	***Cover for gravel roads**	**- No one-way fee**

*** NOTE:**
* Gravel road cover excludes the three restricted roads mentioned in clause 4.
* The cost of the replacement tyres (up to two) is covered. The hirer pays for the call out fee if needed to change the spare tyre.
A windscreen replacement starts at $550. Stone chips start at $75 each.
WE RECOMMEND TAKING THE STRESS FREE TO REDUCE YOUR RISK AND TRAVEL WITH COMPLETE PEACE OF MIND.

12. Glass Cover

This is included in the Stress Free but if you decide to risk it and travel with the Standard Bond, Glass Cover is a good option to help minimise your exposure. For additional non-refundable fees of $8 per hire day, to a maximum payable of $400 i.e. 50 days rental the Glass Cover will cover you for unlimited stone chips (cost $75 each repair), and loss or breakage of one front windscreen (cost up to $550 for a new windscreen). This also covers the windows and sunroof.
PLEASE NOTE: Glass Cover is included with Stress Free. If just taking the Glass Cover the Standard Bond applies. Downtime is not refunded for chip and windscreen repairs.

13. Accidents

In the event of any form of accident resulting in damage to the Vehicle or any third party property you must contact us within 24 hours. The following procedures should be followed.
13.1 Third party accident
(a) In the event of an accident where a third party is deemed at fault and a replacement vehicle is required all hire days, and Stress Free will be transferred to a new rental agreement. If Standard Excess applies a new bond will apply regardless of who is at fault.
(b) In the event of a single vehicle accident (including a single vehicle roll over) where a replacement vehicle is required, all hire days are transferred to a new rental agreement. A new Excess Reduction Option is required for the remaining hire days.
(c) A single vehicle roll over is deemed careless and driver fault regardless. It is at our discretion as to whether the remaining hire days will be carried over to a replacement vehicle. A new Excess Reduction Option will apply if a new rental agreement is created. We reserve the right to not provide a replacement vehicle.
(d) In the event of an accident in which the vehicle is deemed driveable all hire days and Stress Free will remain. If the Standard Excess applies, a new bond will apply for the remaining days of hire and must be paid immediately.
13.2 At the accident scene the customer must:
(a) Obtain the details of Third Parties and any Witnesses, and report the accident to the Police.
(b) Photograph damage to all vehicle(s) and registration number(s).

13.2 After the accident and at the Branch

(a) Call us and we will get the relevant forms to you.

(b) You must produce your Driver's Licence and hand over the police report (if applicable) along with the claim form and any supporting photographs.

(c) You are required to pay the excess (if applicable) and any other amount due in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting the event, not at completion of the hire.

(d) Spaceships will ensure the Motor Vehicle Accident Report is completed clearly and accurately.

14. Time Frame for Settlement of Claims and Bonds

(a) Spaceships will use best endeavours to ensure that any money due back to the client is forwarded as quickly as possible, however Third Party claims can take months or even years to resolve. The customer acknowledges that handling of these claims is up to Spaceships Insurer and the Third Party, whether they are insured or not. There is nothing Spaceships can do to speed up this process.

(b) We agree to refund any Bond applicable within 30 days of receiving final resolution and payment relating to Third Party claims.

(c) For information regarding outstanding claims or Bond refunds please email info@spaceshipsrentals.co.nz

(d) The Customer agrees to provide all reasonable assistance to Spaceships in handling any claim including providing all relevant information and attending Court to give evidence if required.

15. Exchange Vehicle

This is not guaranteed and subject to the circumstances and availability at all times. Spaceships reserve the right to not supply another Vehicle regardless of your Excess Reduction Option.

15.1 Additional charges may be incurred if;

(a) An Exchange Vehicle is required as a result of an accident you are responsible for making your own way to the nearest Spaceships pick-up location at your own cost. This applies regardless who is liable for causing the accident.

(b) You are responsible for all accommodation, transport and food costs plus any other unforeseeable costs relating to any single vehicle or third party accident.

(c) We may offer you the option of paying an "Exchange Vehicle Fee" to send a driver or truck to deliver an exchange vehicle to your location. This is subject to availability and will be your cost to pay. This fee will be up to $1,500 if the Vehicle needs urgent relocating and flights/transport costs are involved.

(d) In the event of a single vehicle accident (including a Vehicle roll over) where a replacement vehicle is required, all hire days are transferred to a new rental agreement. A new Excess Reduction Option is required for the remaining hire days.

16. Vehicle theft and break in

We suggest having your own travel insurance to cover any associated costs in the unlikely event of a theft or loss of belongings. The Vehicle is insured for damages caused by break-in but the removable contents are not and will be your responsibility while the vehicle is on hire. We accept no liability for your personal belongings, for loss of travel days, and additional associated costs. You must produce the keys if the Vehicle is stolen.

17. Exclusions

You agree you are liable for all costs for the following irrespective of your Excess Reduction Option if you;

(a) Are deemed by us and/or local authorities to have been careless, negligent or wilful in failing to abide by the local road rules, resulting in damage to the Vehicle or any third party vehicle/property.

(b) Abandon or allow the Vehicle to be stolen or sublease the Vehicle to anyone not named on the Rental Agreement.

(c) Misplace the keys or damage the Vehicle due to the use of snow chains.

(d) Allow drivers not on the rental agreement to drive. You are also responsible for any damages caused by them.

(e) Or anyone drives with a cancelled or suspended licence or a learners or probationary licence.

(f) Operate the Vehicle outside of the agreed hire period.

(g) Cause any water related damages such as but not limited to Vehicle submersion, creek or river crossing, beach driving, salt water damage or driving through low plain flooded areas.

(h) Cause damage by careless, reckless, negligent or wilful conduct; such as but not limited to high speed driving or racing your Vehicle, leaving the road for any reason, drink driving, and continuing to drive if a warning light appears;

(i) Damaging any articles, appliances, accessories or fixtures inside the Vehicle unless in the case of a motor accident.

(j) Use the vehicle to tow, carry volatile, corrosive or flammable material or store anything not agreed to in your Rental Agreement.

(k) Carry more people than is permitted in the Vehicle. This is determined by the seat belts available for passengers to be legally secured.

(l) Make any alterations or additions to the Vehicle without the prior written consent from us

(m) Have an animal in the Vehicle - except a guide dog - subject to our approval. All associated costs for any damages and cleaning will be your responsibility.

(n) Use the incorrect fuel.

(o) Have a non-mechanical breakdown. The relevant call out fee needs to be paid directly to the NZRA. This includes, but is not limited to the following: Out of fuel / incorrect fuelling of the vehicle, wheels and tyres, lost, locked inside or broken key, flat battery and a breakdown as a result of damage caused in an accident, including towing and salvage.

(p) Damage the pop-top by driving the vehicle with it open or not closed properly.

(q) Damage a water tank, water connection, cooker fuel line or other vehicle feature installed by Spaceships.

18. Fees Immediately payable to us

These fees apply regardless what Excess Reduction Option you have.

(a) Any damage or loss to the Vehicle or to us, which is not covered by our company insurance;

(b) The cost of rectifying any tyre damage unless you have paid for Stress Free Insurance.

(c) All tolls, infringements or fines incurred by you during your rental agreement plus administration fees;

(d) All associated costs of repairing any damage caused deliberately, carelessly or recklessly, by you or any other driver of the Vehicle; or any passenger carried during the Rental Period;

(e) The cost of repairing any damage to the Vehicle or to third party property caused or contributed to by a breach of the Agreement;

(f) The full cost of replacing or repairing all damaged or lost contents supplied by us (including but not limited to: cooker, bedding, cutlery, stereo, tables, chairs, tents, roof racks, power cords, GPS units, keys, and any other additional items hired from us.

(g) Towing or salvage costs (unless for a major mechanical fault). Towing and salvage costs are covered with Stress-Free.

(h) Any other fees as outlined in this agreement.

19. Branch hours

Vehicles can be picked up and dropped off 7 days a week, 24 hours a day. All Vehicles must be collected and returned to a Spaceships depot.

20. Return of the Vehicle

20.1 You must return the Vehicle to us:

(a) Between the hours of 9am-4pm to the place and on the date shown on the Rental Document.

A pick up and drop off time is required on every booking. If you are not going to be able to return at the agreed time you must let Spaceships know at least 24 hours in advance.

(b) With the same amount of fuel that was provided and is detailed on your Rental Agreement.
This will vary and be on your Spaceships check sheet.

(c) Any extra fuel left at the end of your hire will not be refunded. If you return the Vehicle with less fuel than on your rental agreement we reserve the right charge a fuel fee of $100 to replace the fuel. A $200 fee will apply if you return the Vehicle empty or very low on fuel.

(d) In a clean and tidy condition. If not returned this way a cleaning fee of $150 will be applied to excessively dirty Vehicles. This includes but is not limited to rubbish, food, sand and mud left inside the Vehicle plus mud and road metals on the outside of the Vehicle. It is at our discretion as to whether a cleaning fee applies.

(e) If we cannot clearly see the panels we can refuse to check the Vehicle in at that time and you accept any damages we find during the cleaning process. The $150 cleaning fee will also apply.

(f) Pay a cleaning fee of $300 should you return a portable toilet in an un-sanitised state.

(g) No refund is available for unused rental days.

(h) To the location on your rental agreement. If not a relocation fee of up to NZ$2,500 will be charged to cover the relocation costs for all Vehicles.

(i) Any person claiming the return of personal property left in the Vehicle is required to provide us with satisfactory proof of ownership.

(j) Unused hire days and additional Excess Reduction payments are non refundable for early returns.

21. Free After hours pick up and drop off service

21.1 If you wish to pick up or drop off the Vehicle outside of office hours (9.00am – 5.00pm), you must have pre booked this with us or request this change 72 hours prior to your drop off date.

21.2 You accept that you are liable for the Vehicle, it's contents, and all damages until a Spaceships staff member checks in the Vehicle. We accept no responsibility for the Vehicle safety whilst parked on the road or outside our buildings.

22. Extension of your rental

If you wish to extend the hire period then you must contact us directly for approval, which is subject to availability at all times. Failure to gain approval will result in a late fee of $100 being charged along with any unpaid hire days being charged to your credit card . Any agreed extension of hire must be paid in full at the time of extension at the agreed rate.

23. Change of drop off location

Change of return location is subject to availability and must be authorised by us first. If you return to a different location to that on your Rental Agreement a minimum relocation fee will apply of $700.

24. Rental duration

(a) Spaceships charge each calendar day. The day of pick up is calculated as day one regardless of pick up time and the drop off day is calculated as the final day regardless of drop off time.

(b) A set pick up and drop off time is required on each booking. You need our approval to ammend this once booked as this can impact future bookings.

(c) Rates are subject to change without notice. The rate you booked at is your rate for the duration of your hire and cannot be changed.

25. One way rentals

No one way fees apply.

26. Credit card fees

Spaceships accept Visa, Visa Debit Card and MasterCard ONLY. A 3% credit card fee applies to these card payments when paying the balance of your rental on collection of the vehicle. There is no credit card fee charged at the time of booking or via our online booking system.

27. Cancellation and Deposit

Failure to collect a Vehicle on the confirmed booking date will result in the loss of that hire day and fees. We reserve the right to release the Vehicle 12 hours after your scheduled pick up if you have not advised us of any change to your pick up date.

Our cancellation fees are:

(a) If cancelled up to 22 days prior to pick up: No fee.

(b) If cancelled 21 to 7 days prior to pick up: 20% of the gross rental applies

(c)) If cancelled 6 to 1 days prior to pick up: 50% of the gross rental applies

(d) If cancelled on the day of pick up or a no show: 100% of the gross rental applies

28. Infringement offences and Admin Fee(s)

28.1 You are liable for any offence committed during the Rental Period for speeding, parking, and toll roads, freedom camping and any other traffic offences. Credit card details are required on every Rental Agreement to cover these offences.

28.2 In the event that any infringement(s) are received by us, we will transfer liability of the fine into your name and charge the appropriate administration fee(s). This is NZ$50 per speeding, parking, Freedom Camping infringement and toll road fine. **Please Note: When liability is transferred it is the customer's responsibility to pay the infringement also. You accept that a third party authorised by us may process the infringement.**

28.3 An accident administration fee of $100 applies if on Standard Insurance and involved in an accident. There is no fee with Stress-Free.

29. Booking amendments

If the travel dates, travel route, vehicle category or rental duration are changed after a booking has been confirmed, the entire rental may be recalculated using the current rates available at the time the amendment is made.

30. Indemnity and Release

30.1 Except to the extent we or others are liable at law, you agree that you are liable and must indemnify us immediately for the loss of, and all damage to, the Vehicle; The cost of towing, recovering and storing the Vehicle (except when Stress Free is taken); For all damage to the property of any person, which is caused or contributed by, you or which arises from the use of the Vehicle by you and all appraisal or assessment fees along with reasonable administrative fees and legal costs as a result of your breach of this Agreement or in respect of recovering costs payable by you (on a solicitor client basis).

30.2 You agree to use, operate and possess the Vehicle at your risk and you agree that we will have no responsibility or liability for any loss or damage or death (regardless of who is at fault) incurred by the hirer by reason of rental, possession or use of the Vehicle. To the full extent permitted by law you agree that you release and discharge us and our agents and employees from any liability to the hirer including but not limited to all claims and demands on us, and any loss or damage whatsoever and whenever caused to you whether by way of death of, or injury to, any person of any nature or kind, accident or damage or loss of property, delay, financial loss (including accommodation or meal costs) or otherwise, arising directly or indirectly from or incidental to your use of the Vehicle or any accident to or involving the Vehicle or its use, operation, repair, maintenance or storage or which may otherwise be suffered or sustained in, upon or near the Vehicle provided that this release shall not extend to any claims arising from a negligent act or omission by us; and any loss or damage as a result of items being left in the Vehicle after its return to us or stolen from the Vehicle.

30.3 You have rights conferred under consumer legislation and no provision in this Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights, which you may have under the Fair Trading Act in New Zealand.

31. Termination

You agree that we may refuse any rental, terminate this agreement and/or repossess the Vehicle at any time, without notification. You will also be liable for the costs of repossessing the Vehicle and any towing charges regardless of having Stress Free if:

(a) You breach this agreement in any way or any of the information contained in the Rental Document is found to be false

(b) The Vehicle is not returned on the return date or if we believe the Vehicle will not be returned on the agreed date

(c) If we consider, on reasonable grounds, that the safety of the passengers, general public or the condition of the Vehicle is endangered.

(d) This Agreement is terminated for any reason you must immediately pay all rental fees and other charges for the Rental Period as set out in this Agreement.

32. Jurisdiction

This Agreement is governed by the laws in force in New Zealand.

33. Entire agreement

This agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties.

34. Waiver

If we elect not to exercise any of our rights arising as a result of a breach of this Agreement you acknowledge that our election will not constitute a waiver of any rights relating to any subsequent or other breach.

35. Exchange rate and currency fluctuations

All transactions are in New Zealand dollars. Due to exchange rate fluctuations, there could be some variance between the amount debited against your credit card and the amount refunded at the end of your rental period. We accept no responsibility for any variation.

36. Dispute Resolution

If you disagree with us, you agree to resolve your complaint or dispute with us by immediately notifying the Manager. Complaints received on return of the Vehicle or post hire will be disregarded. You need to provide in writing exact details of your complaint together with any relevant evidence. We will provide a response to you within 5 Business Days of receiving your complaint. For further dispute resolution you can contact the Rental Vehicle Association – www.rentalvehicle.co.nz

37. Ownership of the Vehicle

We retain title to the Vehicle and you agree that you will not sell, lend or sublease the Vehicle.

38. Road user charges (RUC) for the VW Cosmo Vehicle

The Road User Charge Recovery Fee from the New Zealand Government applies to diesel vehicles (the Cosmo) only and will be calculated and collected on return of the **Cosmo** vehicle only. The amount charged is based solely on the kilometres travelled during the hire. The fee per 1km for the VW Cosmo is $0.076. As an example; if you travel 1,000km the charge will be $76.00.

We reserve the right to amend the Road User Charge Recovery Fee without notice should the Government change the fee.