Tourism Holdings Ltd
NZBN: 9429039926081
Transport Service Licence: 0208420

New Zealand

Rental Vehicle Agreement
Pick up from 01 April 2027 to 31 March 2028
Effective 19 October 2026

1 AGREEMENT

1.1 This is an Agreement between each renter (including Joint Renters) specified in Customer Contract (**You**) and Tourism Holdings Ltd (***thl***) to rent the Vehicle. You (including any Joint Renter) are jointly and severally responsible for compliance with (and ensuring that each Authorised Driver complies with) the terms of this Agreement.

1.2 This Agreement comprises Customer Contract, Rental Vehicle Agreement and the Summary of Rental Conditions and must be read in their entirety and together they shall constitute the entire agreement between ***thl*** and You. In the event of inconsistency, the following order of precedence applies:

(a) Customer Contract;
(b) Rental Vehicle Agreement; and
(c) Summary Rental Conditions.

1.3 This Agreement is governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any actions, claims, demands or suits arising out of or in respect of this Agreement.

1.4 Certain conditions and warranties are implied by statute, which cannot be excluded, restricted or modified, such as those under the *Fair Trading Act 1986* (NZ) and the *Consumer Guarantees Act 1993* (NZ). Where ***thl*** is permitted to limit its liability under those statutes for breach of any implied condition or warranty, ***thl*** limits its liability to replacement, repair or re-supply of the Vehicle.

1.5 Subject to any rights to the contrary that You may have under the *Fair Trading Act 1986* (NZ) and the *Consumer Guarantees Act 1993* (NZ), ***thl*** has no liability for indirect or consequential loss under this Agreement.

2 REFUSAL OF RENTAL

2.1 ***thl*** reserves the right to refuse any rental on reasonable grounds and may refuse to extend any rental at its absolute discretion.

3 VEHICLE CONDITION COLLECTION AND RETURN

3.1 You acknowledge that:

(a) You agree to return the Vehicle without alteration or addition and in the same condition that it was in when it was provided to You, except for ordinary wear and tear (not including windscreen or tyre damage) and subject to the Vehicle Condition Report, together with all tools, tyres, accessories and equipment to the Return Location by the Return Date and Time specified in Customer Contract.
(b) the Vehicle is the sole property of ***thl***;
(c) You inspected the Vehicle before the commencement of the Rental and ascertained that it was in good operating condition and fit for the purpose for which You required it; and
(d) the only existing damage to the Vehicle at the commencement of this Agreement is that detailed on the Vehicle Condition Report. It is essential that all existing damage is noted by You on the Vehicle Condition Report. Subject to clause 3.1(a), any damage which has not been noted on the Vehicle Condition Report will constitute Loss or Damage which has occurred subsequent to the commencement of this Agreement for which You shall be charged.

3.2 ***thl*** may take possession of the Vehicle without prior demand to You, and at Your expense, if there has been a Substantial Breach of this Agreement. In such circumstances You irrevocably authorise ***thl***, its employees and agents to enter any property where the Vehicle is situated.

3.3 If the odometer is deliberately broken or otherwise tampered with while the Vehicle is in Your possession, You must pay:

(a) an extra charge based on 500 kilometres per day at NZ$0.55 per kilometre; and
(b) any costs of repairing or replacing the odometer.

3.4 If You fail to return the Vehicle to the Return Location or return the Vehicle to a different location to the Return Location, You must pay for all costs associated with transporting or towing the Vehicle to the Return Location plus a minimum relocation charge in accordance with clause 34.4 of this Agreement.

3.5 If You return the Vehicle after the Return Time without ***thl***'s prior written consent, You must pay an additional fee of NZ$150. This late drop-off fee and the additional rental charges will be charged to Your credit or debit card. You will be charged for the late return according to clause 34.5 of this Agreement.

3.6 If You attempt to return the Vehicle to the Return Location after the Return Time and the Return Location is not open for business at the time You return the Vehicle:

(a) the Vehicle will be deemed to have been returned at the time when that Return Location next opens for business;
(b) the rental continues until that time;
(c) You remain fully responsible for the Vehicle, unless other arrangements have been agreed to in writing by ***thl***; and
(d) You will be charged the late fee in accordance with clause 34.5 of this Agreement.

3.7 The Vehicle must be returned with the amount of fuel, including Adblue, equal to the commencement of the rental. If the Vehicle is returned with less fuel or Adblue, the difference will be charged in accordance with clause 31.1 of this Agreement.

3.8 You must only use the fuel type specified by the manufacturer of the Vehicle.

3.9 Use of bio-diesel, ethanol or any organic hybrid fuel is strictly considered the wrong fuel type and constitutes a Substantial Breach of this Agreement. Any Loss or Damage to the Vehicle or any costs associated with the use of

the wrong fuel, including contaminated fuel (other than where it is at the fault of a third party and that third parties details have been provided), are at Your sole expense.

3.10 ***thl*** must be notified and it must agree to any extension of the rental period beyond that specified in Customer Contract prior to the Return Date for the Vehicle otherwise the Vehicle will be (at ***thl***'s discretion) immediately reported to the police as stolen where the Vehicle is not returned to the Return Location by the Return Time.

3.11 Following pick-up of the Vehicle, You should notify ***thl*** should You choose to return the Vehicle early. You will not be

3.12 entitled to a refund of the unused portion of the Rental Period which falls within the first 60 days following giving notice to ***thl,*** unless the situation is a result of ***thl***'s negligence or wilful act or omission.

4 UNAUTHORISED AND PROHIBITED USE OF VEHICLE

4.1 Only Persons identified in Customer Contract as either the renter or Authorised Driver may drive the Vehicle. Additionally, the following Persons are prohibited from driving or operating the Vehicle (even if he or she is identified in Customer Contract as the renter or Authorised Driver):

(a) anyone who does not have the licence required by law to drive the class of Vehicle hired;
(b) anyone whose blood alcohol concentration exceeds the lawful percentage in New Zealand;
(c) anyone under the influence of or impaired by a drug, intoxicating liquor or substance;
(d) anyone who has given, or for whom You have given, a false name, age, address or driver's licence details;
(e) anyone whose driver's licence has been cancelled or suspended within the last three years;
(f) anyone who is a learner driver, a provisional or probationary licence holder;
(g) anyone under 18 years of age, where the Vehicle booked is a Cheapa Hitop or Endeavour, a MightyLITE HiLITE or DeLITE or a Mighty Highball or Double Down.
(h) anyone under 21 years of age if the Vehicle booked is not listed within clause 4.1 (g) of the Agreement; or
(i) anyone who uses or intends to use the Vehicle for any illegal purpose.

4.2 Use of the Vehicle is prohibited:

(a) in any area where applicable travel restrictions of clause 16 of this Agreement apply unless authorised by ***thl*** in writing;
(b) for carrying persons for hire, gain or reward, or to carry any inflammable, explosive or corrosive materials, fuel or generators;
(c) for pushing or towing any Vehicle, trailer, boat or other object unless authorised by ***thl*** in writing;
(d) for carrying any greater load and/or more persons than the gross vehicle mass specified in the certificate of loading for the Vehicle and/or for a purpose for which the Vehicle is not designed and constructed;
(e) for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
(f) driving the Vehicle in a dangerous, wilful or reckless manner;
(g) for illicit drug use or carrying illegal substances, product or drug paraphernalia;
(h) for commercial purposes or financial gain;
(i) driving the Vehicle in an unsafe or unroadworthy condition;
(j) for carrying passengers when You or any Authorised Driver are not appropriately licensed; or
(k) for subletting or hiring the Vehicle to any other person.

4.3 You must not operate the Vehicle, or allow it to be operated, in any way in breach of the Land Transport Act 1998, the Land Transport (Road User) Rule 2004, or any other legislation, regulations, rules or bylaws relating or applicable to road traffic and the use of the Vehicle.

5 FINANCIAL OBLIGATIONS

5.1 By entering into this Agreement You are responsible for and agree irrevocably to pay (or procure that any Authorised Driver pays) ***thl***:

(a) the rental charges specified in Customer Contract;
(b) all charges, costs and expenses ***thl*** incurs for toll, parking, freedom camping and/or any other traffic fines, infringements or violations relating to, in connection with or arising from the rental period or until such later time as the Vehicle is returned to ***thl*** in accordance with the terms of this Agreement and an additional administration fee of up to $35 including GST per charge/ fine / infringement applies to cover the costs of processing; and
(c) all Loss or Damage to the Vehicle arising from the use of the Vehicle by You or any Authorised Driver, except where a third party is at fault and the details of that third party are provided to ***thl***, where:
    i. the Vehicle is damaged by any wilful or reckless action;
    ii. the Vehicle is left unlocked or the keys are left in the Vehicle;
    iii. the keys are not kept securely or under Your personal control;
    iv. the keys have been lost, damaged or stolen;
    v. the Vehicle is totally or partially immersed in any water;
    vi. there is failure to maintain all fluid, fuel and oil levels of the Vehicle or a failure to immediately rectify or report to ***thl*** any defect in the Vehicle of which You become or ought to have become aware;
    vii. the wrong fuel type or contaminated fuel was used or where water or AdBlue was put in the fuel tank;
    viii. fuel or other contaminants such as AdBlue is put in the water tank;
    ix. damage caused by falling asleep whilst driving;
    x. the Vehicle is damaged by loading or unloading, normal wear and tear excepted;
    xi. the damage is caused by sitting or standing on the bonnet or roof of the Vehicle;
    xii. the interior of the Vehicle is damaged except when there is a collision with another vehicle;
    xiii. the tyres of the Vehicle are damaged, other than by normal wear and tear, except where You have purchased ***thl*** Additional Cover and it applies;
    xiv. the windscreen of the Vehicle is damaged, except where You have purchased an Additional Cover and it applies;
    xv. Loss or Damage is caused to the Vehicle whilst it is being loaded or unloaded on a tow truck;
    xvi. Loss or Damage is caused to the Vehicle by the incorrect use of snow chains;
    xvii. Loss or Damage is caused to the Vehicle by driving with the handbrake on;

xviii. costs are incurred for recovering (including towing) the Vehicle if it is bogged;
xix. costs are incurred with the Vehicle running out of fuel; or
xx. costs are incurred with losing the fuel, oil or water caps and items in the convenience and/or camping kits.

5.2 You and any Authorised Driver authorise ***thl*** to debit, with prior notification (where You have provided a valid email address), the Credit Card provided at the commencement of the rental for any of the charges and for the Loss or Damage to the Vehicle and for which You or Authorised Driver are liable under clause 5.1 of this Agreement.

5.3 ***thl*** accepts Visa, MasterCard and American Express. The following fees apply for the rental and any additional products (irrespective of chosen account e.g. savings, credit, etc.):

Card Type	Surcharge
Visa debit card/MasterCard debit card	2.46%
Visa credit card/MasterCard credit card	2.46%
Amex	5.2%

These fees are subject to change without notice

5.4 Cash will not be accepted under any circumstances.

5.5 If You book through a third party or otherwise direct ***thl*** to bill the charges to some other person and such other party fails to make a payment when due, You will immediately pay the full amount due to ***thl*** on demand. If any Rental Charges remain unpaid immediately before the start of the Rental Period, ***thl*** may refuse to release the Vehicle and cancel the rental.

5.6 Bank transfers will not be accepted as payment for rental charges at the time of pick up. These must be received by ***thl*** at least 30 days prior to commencement of rental.

5.7 In the event that ***thl*** receives an infringement notice for any of the offences listed in clause 5.1(b) of this Agreement which are relevant to the Vehicle during the rental period, ***thl*** will advise the relevant issuing enforcement authority of Your contact details to enable the enforcement authority to issue the infringement notice and any reminder notice directly to You as soon as practicable.

5.8 If any regulatory or enforcement authority requires further information to enable the enforcement authority to issue the infringement notice and any reminder notice to You, You will actively assist ***thl*** and promptly respond to the enforcement authority with any reasonable requests for information.

5.9 If ***thl*** is unsuccessful in making reasonable attempts in issuing the infringement notice to You, and ***thl*** is required to pay any amount for which You are liable pursuant to clause 5.1(b), You must pay ***thl*** that amount.

5.10 With prior notification, You agree and authorise ***thl*** to charge the Customer Card for the full amount ***thl*** paid in accordance with clause 5.1(b). You acknowledge that this clause is necessary for ***thl*** to protect its interests.

5.11 You have the right to challenge, complain about, query or object to any of the alleged offences listed in the infringement notice or any reminder notice to the relevant issuing enforcement authority. You have a right to seek a court hearing within 56 days of the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice.

6 CANCELLATION FEES

6.1 There is no refund for late pick up of the Vehicle.

6.2 All other cancellation fees are outlined in the Summary of Rental Conditions.

7 CHANGE OF VEHICLE

7.1 If the Vehicle booked is unavailable ***thl*** reserves the right to substitute an alternative vehicle of equal or better quality which has the same features as the Vehicle booked. You may choose to accept or refuse the substitution offered at time of pick up. Substitution of the Vehicle will not cause a change in the applicable daily rental rate/s.

8 VOLUNTARY DOWNGRADE

8.1 If You decide to rent a Vehicle of a lesser class than the one booked You are not entitled to a refund.

9 ADJUSTMENT IN RENTAL CHARGES

9.1 In the event that there is an amount due to ***thl*** on the completion of the rental (e.g. tolls or traffic infringements), You give Your express consent for ***thl*** to charge Your Credit Card with that amount (an additional payment charge may occur when a Credit Card is not present). All amounts payable to ***thl*** are subject to subsequent verification and details of any adjustments will be sent to You as soon as practicable.

10 EXCHANGE RATE/CURRENCY FLUCTUATIONS/REFUNDS

10.1 Transactions under this Agreement are conducted in New Zealand Dollars.

10.2 Due to exchange rate fluctuations, in some instances there may be some variance between the amount initially debited against Your Credit Card and the amount refunded at the expiration of the rental period. Any such variation does not entitle You to a refund.

10.3 Refunds by Credit Card can take up to 14 business days depending on the terms and conditions adopted by Your nominated financial institution.

11 CONDITIONAL UPON PAYMENT

11.1 Where applicable, You agree that this Agreement is conditional upon ***thl*** being paid by the Travel Agent or Travel Wholesaler (Agent) who arranged this Agreement on Your behalf. You must pay ***thl*** any shortfall in the amount paid by You to the Agent and the amount that should have been paid to ***thl*** based on the applicable standard gross rental rate in respect of the Vehicle for the rental period.

12 CONDITIONS FOR SPECIFIC LOCATIONS

12.1 An additional remote location fee of NZ$280 applies to all Vehicles being picked up or dropped off in Queenstown. Only one remote location fee is charged per vehicle. This is in addition to any one-way fee if applicable under clause 12.1. This fee will be charged at the time of booking except in the case of a change in drop-off destination occurs in accordance with clause 34.3 in which case this fee will be charged at the time that change is made.

13 ONE-WAY RENTALS

13.1 One-way rentals are subject to one-way fees that are additional to any other fees that may apply. The one-way fee will be charged to Your credit or debit card at the time of booking except in the case of a change in drop-off destination in which case the one-way fee will be charged at the time that change is made.

13.2 Where pick up originates from Auckland and returns to Christchurch or Queenstown and pick up is between:
- (a) 1 April and 30 September – a one-way fee of NZ$205 applies;
- (b) 1 October and 31 March – a one-way fee of NZ$310 applies.

13.3 Where pick up originates from Christchurch or Queenstown and returns to Auckland and pick up is between:
- (a) 1 October and 31 March – a one-way fee of NZ$205 applies.

13.4 Where pick up originates from Christchurch and returns to Queenstown and pick up is between:
- (a) 1 April and 31 March – a one-way fee of NZ$205 applies.

13.5 Where pick up originates from Queenstown and returns to Christchurch and pick up is between:
- (a) 1 October and 31 March – a one-way fee of NZ$105 applies.

14 MINIMUM RENTAL PERIODS

14.1 Minimum rental periods are subject to change.

14.2 ***thl*** may apply a minimum rental charge equivalent to the number of hire days in the minimum rental period multiplied by the applicable daily rental rate/s. If You wish to hire a Vehicle for less than the minimum rental period, and ***thl*** agrees, a fee equivalent to the difference between the rate for the rental period and the minimum rental charge will apply.

15 EXTRA DRIVER FEES

15.1 An extra driver fee applies for each additional driver's licence added to the rental agreement except where the Value Pack, Platinum Pack or the Extra Driver/Renter ancillary has been purchased and it applies.

16 TRAVEL RESTRICTIONS

16.1 Travel restrictions apply and if Vehicles are driven on restricted roads the act is constituted as a Substantial Breach. These include but are not limited to the following restrictions:
- (a) RVs must not be driven on any unsealed roads, except well maintained access roads less than 12 kilometres long to recognised commercial camping grounds and major tourist attractions and loose road surface on any major ski field access roads.
- (b) For Your safety, RVs cannot be driven on Skippers Road (Queenstown), the Crown Range Road/Cardrona Valley Road, Ninety Mile Beach (Northland), Wanaka – Mt Aspiring Road beyond exit to Treble Cone, Ball Hut Road (Mt. Cook) and North of Colville, Waikawau Township (Coromandel Peninsula) and cannot be driven on all ski field access roads from 01 June to 31 October

16.2 ***thl*** reserves the right at its discretion to restrict Vehicle movements in certain areas for any reason including but not limited to adverse road or weather conditions, for the purpose of guest safety. This may include any imminent storm warning or other potential weather-related threats. Any revisions to these restrictions may be notified at the time of rental or by email during the rental.

16.3 In the event of an accident or breakdown in an area outlined above it will be Your full financial responsibility to pay any salvage, towing and/or recovery costs to the nearest ***thl*** branch.

17 EVERY 500 KILOMETRES

17.1 The oil, fluids and coolant levels must be checked by You every 500 kilometres. You must report to ***thl*** as soon as possible, where the oil is above or below the recommended level or the warning indication light is illuminated. You must add water/coolant to the cooling system and an appropriate New Zealand Institute of Automotive Mechanical Engineers rated oil for petrol or diesel powered vehicles (as applicable) to the engine if the indicator level is below minimum.

17.2 You agree to maintain the Vehicle in these conditions and acknowledge that any mechanical damage occasioned as a result of Your failure to maintain the Vehicle in accordance with this clause must be paid by You.

18 MECHANICAL BREAKDOWNS

18.1 Any mechanical problems associated with the Vehicle must be reported to ***thl*** as soon as possible in order to give ***thl*** the opportunity to rectify the problem during the rental period. Equipment failure must also be reported to ***thl***.

18.2 If ***thl*** is not contacted or You do not allow ***thl*** the opportunity to rectify the problem during the rental period You agree that the problem is of such a minor nature that You make no claim for loss of time in respect of the rental period. You also agree that ***thl*** is not responsible for any claims made by You after the return of the Vehicle.

18.3 You will be charged a fee equal to the cost of the roadside assistance where it is established that roadside assistance could have been avoided in cases such as keys being locked in the Vehicle, flat batteries caused by lights having been left on and other such similar occurrences and Extended Roadside Assistance has not been purchased.

19 REPAIRS

19.1 Any Repair Event requiring repairs that would cost an amount of up to NZ$100 including GST needs no authorisation from ***thl*** and all that is necessary for full reimbursement to You from ***thl*** is a proper receipt for the amount of the repairs. If the Repair Event is expected to cost an amount exceeding NZ$100 including GST then You must notify ***thl*** and obtain ***thl***'s consent before the repairs are carried out.

19.2 If the Vehicle cannot be driven as a result of a breakdown, ***thl*** will only reimburse You for the time that the Vehicle was not available for use. Subject to availability, ***thl*** will provide a replacement vehicle.

19.3 The failure of accessories such as air-conditioners, awnings, LCD screens, microwaves, stove and grill, water pump, camping kit items, shower and toilet, refrigerators and radios does not constitute a breakdown and no amount is payable by ***thl*** to You.

19.4 ***thl*** is not responsible for any accommodation charges, meals, change of itinerary or out of pocket expenses resulting from a breakdown of the Vehicle or as a result of any accident.

19.5 ***thl*** is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.

19.6 Note: It can often be difficult to carry out repairs during weekends and holiday periods and/or in remote areas due to limited opening times and/or spare parts.

20 TYRES/WINDSCREEN

20.1 Authorisation must be obtained from ***thl*** before tyres or windscreens can be replaced. You are responsible for replacing damaged tyres (for example, but not limited to, blowouts, punctures, sidewall damage, tyre staking etc.) unless caused by normal wear and tear or the actions of a third party where the details of that third party are provided or the actions of ***thl*** or where You have purchased an Additional Cover and it applies.

20.2 You must maintain tyre pressures as per the Vehicle manufacturer's manual and You must only purchase new steel radial tyres of the same size and ply rating as are fitted to the Vehicle. If You purchase tyres of a different size or ply rating ***thl*** will not refund You for the purchase cost.

21 SEAT BELTS AND CHILD RESTRAINTS

21.1 You must comply with all mandatory seat belt laws and You acknowledge that any driver or passenger who does not have a seat belt properly adjusted and fastened may be fined by the police.

21.2 ***thl*** gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the Vehicle and You accept full responsibility for the fitting and suitability of any such restraints fitted.

22 ACCIDENTS

22.1 In the event of an accident You must:

(a) record the Time/Date/Location;

(b) take reasonable steps to record the other parties full names, addresses, vehicle registrations, car types as well as any property damage in circumstances where the accident did not involve another motor vehicle;

(c) take reasonable steps to record the name of the other party's insurance company;

(d) take reasonable steps to not admit liability;

(e) take reasonable steps to notify the nearest police station as soon as practicable;

(f) notify ***thl*** by phone or email within 24 hours of the accident.

22.2 In the event of an accident, the towing and retrieval of the Vehicle to the closest ***thl*** depot is at Your expense up to the amount of Your Liability Reduction where it applies or for the full amount where it does not apply. There is no refund for monies paid for the unused portion of the rental period unless it is a result of ***thl***'s negligence or wilful act or omission.

22.3 In the event of an accident in which there is Loss or Damage to the Vehicle, the availability of a replacement Vehicle is not guaranteed and its provision is subject to availability, Your location, remaining hire duration and whether the accident was the result of a Substantial Breach. Additional charges may be incurred.

22.4 If a replacement Vehicle is required as a result of an accident:

(a) You are responsible for making Your own way to the nearest ***thl*** Branch or pickup location at Your own cost unless it is a result of ***thl***'s negligence or wilful act or omission.;

(b) ***thl*** may offer You the option of paying a "Replacement Vehicle Relocation Fee" to send a driver to deliver the replacement vehicle to Your location; and

(c) You must pay for any costs relating to delivery of a replacement Vehicle as a result of any vehicle accident. This charge applies irrespective of any Reduction Option taken unless it is a result of ***thl***'s negligence or wilful act or omission.

23 DAMAGE LIABILITY REDUCTION

23.1 Subject to this Agreement including without limitation clause 23.1, You and any Authorised Driver may choose to receive the benefit of ***thl***'s insurance with its insurer for Loss or Damage of the Vehicle and damage to any third-party property, except:

(a) any property owned by You (or any friend, relative, associate or passenger); or

(b) any property in Your physical or legal control, provided:

i. You have paid the minimum Liability Reduction set out in Customer Contract;

ii. there has not been a Substantial Breach and You have not caused any other person to have acted in a manner which is a Substantial Breach;

iii. You are not covered under any other policy of insurance; and

iv. You have provided such information and assistance as may be requested by ***thl***'s Claims department and or its insurer.

23.2 If cover is extended to You by ***thl***'s insurer:

(a) You authorise ***thl***'s insurer, at its sole discretion, to defend or settle any legal proceedings;

(b) ***thl***'s insurer has the sole conduct of any proceedings; and

(c) any such proceedings shall be brought or defended in Your name or the name of a Joint Renter.

23.3 If You do not accept ***thl***'s insurance cover as provided in clause 23.1 of this Agreement, You must provide alternative vehicle insurance that is comparable with ***thl***'s insurance cover. If Your insurance cover is not comparable with ***thl***'s insurance cover, ***thl*** reserves the right to refuse hire of the Vehicle to You.

24 DAMAGE LIABILITY EXCLUSION

24.1 Notwithstanding any other clause of this Agreement, if there is a Substantial Breach, You will:

(a) be liable for:

i. all Loss or Damage to the Vehicle, and

ii. all third-party Loss or Damage; and

(b) have no entitlement to the benefit of ***thl***'s insurance under clause 22.1 of this Agreement, even if the High Road Liability Reduction Option (as set out in clause 26.1) have been purchased and the Liability Reduction amount has been paid (subject to the limited exceptions that apply to High Road Liability Reduction Options as set out in clause 26.1).

25 PERSONAL INJURY

25.1 The Vehicle does not have third party personal injury insurance cover.

26 PROPERTY DAMAGE

26.1 You are responsible for and must pay up to the amount of the applicable Liability Reduction set out in Customer Contract for Loss or Damage to the Vehicle and for damage to third party property.

26.2 Regardless of whether cover is extended to You by ***thl***'s insurer, You will remain responsible for the costs of demurrage for the period the Vehicle is unavailable due to repairs up to the amount of the chosen Liability Reduction Option (and it applies). Any demurrage recovered from any negligent third party will be refunded to You upon its recovery.

26.3 The Liability Reduction applies in respect of each claim, not per rental.

26.4 The Liability Reduction is applicable regardless of who is at fault and must be paid at the time the accident/incident is reported to ***thl***, not at the completion of the rental period.

26.5 ***thl*** has no liability for personal belongings damaged, stolen or lost which are always Your responsibility. ***thl*** recommends that You do not leave items of value in the Vehicle and that You take out Your own Personal Travel Insurance.

27 LIABILITY REDUCTION AND ADDITIONAL COVER OPTIONS

The Low Road – Basic Standard Liability Option

27.1 ***thl***'s rental charge includes a standard Liability Reduction of:

LOW ROAD	
Vehicle Booked	**Liability**
MightyLITE HiLITE and DeLITE; Cheapa Hitop and Endeavour Camper; Mighty Highball and Double Down	NZ$3,500 incl GST
Apollo Hitop and Endeavour Camper Britz Hitop and Voyager Cheapa 2 Berth, 4 Berth and 6 Berth Mighty Deuce, Deuce Plus, Double Up, Fortune and Big Six	NZ$5,000 incl GST
All other 2WD Campers	NZ$7,500 incl GST

You can reduce Your Liability Reduction by purchasing one of the following liability reductions. The total liability Option charge is limited to a maximum of 50 days. The minimum payable per segment is equivalent to a 10 day charge for the Platinum Pack or the minimum rental period applicable for Your rental for all other options. The details of the Liability Reduction under each Reduction Option are set out in Customer Contract.

The High Road

27.2 By purchasing this option your liability is reduced to NZ$0 subject to clause 5.1(c).

All Bookings:	
Vehicle Booked	**Liability**
All 2WD Campers	NZ$0

(a) In the event of inconsistency, the Vehicle Rental Agreement supersedes Customer Contract for liability.

Extended Roadside Assistance

27.3 Extended Roadside Assistance will cover You for opening RV on lock out, jump start, flat tyre change using spare located in the RV. Up to 20 litres fuel delivery and call out or towing costs up to NZ$500.00.

Windscreen and Tyre Protection

27.4 Windscreen and Tyre Protection will cover You for 1 windscreen replacement or up to three stonechip repairs and 2 tyre replacements.

Value Pack Option

27.5 Value Pack Option includes the High Road.

Platinum Pack Option

27.6 Platinum Pack Option includes the High Road, windscreen and tyres protection cover, extended roadside assistance.

28 VEHICLE DAMAGE – LIABILITY

28.1 You understand that unless You have purchased a Reduction Option You must pay for the first amount described as Liability in clause 27 worth of Damage per claim where You are at fault.

28.2 If You have purchased a Reduction Option the liability for Damage will be zero, unless clause 28.3 applies.

28.3 You will be responsible for the total cost of any Damage and the Reduction Option will be void if clause 23.1 applies.

28.4 Damage includes any and all damage to third party property, and any and all damage to the rented Vehicle including windscreens, tyres, towing and recovery costs, theft, fire, break in or vandalism. The costs of any damage will include the cost of repairing the damage, and, where the damage is Your fault, the cost of the daily rental rate for the period the Vehicle is being repaired. An administrative fee of up to NZ$75 is applicable per claim.

28.5 Any amount payable under this clause 28 must be paid at the time the Vehicle is returned to a ***thl*** branch or by the due date set out in an invoice issued by ***thl***.

29 ROAD USER CHARGE RECOVERY FEE

29.1 The Government charge for Road User Charge Recovery Fee will be calculated and collected from You on return of the vehicle based on the kilometres travelled during the length of the hire, unless the Pre-paid Road User Recovery Fee option has been purchased. The fee per 100km is as follows:

(a) All other vehicles except 4 Berth and 6 Berth toilet & shower: NZ$8.04

(b) 4 Berth and 6 Berth toilet & shower: NZ$8.18

29.2 ***thl*** reserves the right to amend this fee pursuant to changes in New Zealand legislation and/or increases in the Road User Charge Recovery Fee without prior notice.

30 GENERAL PROVISIONS

30.1 Immediately upon receipt, You must provide ***thl*** with every summons, complaint or paper in relation to any accident or loss involving the Vehicle.

30.2 You must not refuse or fail to take any blood analysis, breath test or drug impairment assessment requested by the police or as required by law.

30.3 You irrevocably release and hold harmless ***thl***, its employees and agents from all claims for loss or damage to personal property owned by You or others left in the Vehicle, or which is received, handled or stored by ***thl*** at any time before, during or after the rental period, unless the loss or damage is due to ***thl***'s negligence.

30.4 Except as provided by law, You or passengers in the Vehicle are not the agent, servant or employee of ***thl*** for any purpose whatsoever.

30.5 No right of ***thl*** under this Agreement can be waived except by writing of an authorised officer of ***thl***.

30.6 You acknowledge:

(a) this Agreement creates a bailment between ***thl*** and You in respect of the Vehicle and Your interest in the Vehicle is as a bailee only;

(b) nothing contained in this Agreement shall be construed as granting or entitling You to any ownership right or any other inconsistent proprietary right in or to the Vehicle; and

(c) You agree not to part with possession, sell, lease, dispose of, encumber or assign any right or interest in the Vehicle and not create any security interest or any lien over the Vehicle (including in respect of repairs) other than security interests granted in favour of ***thl***.

30.7 You agree to indemnify ***thl*** from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis), incurred by ***thl*** as a consequence of any breach by You of this Agreement or the failure for whatever reason of the due and punctual performance of Your obligations under this Agreement.

30.8 You acknowledge that ***thl*** has not in any way represented itself to You as an entity carrying on the business of insurance.

30.9 You must make yourself available to assist ***thl*** in any legal actions mentioned in this Agreement that may arise out of Your hire of the Vehicle.

31 ILLUSTRATION DISCLAIMER

31.1 ***thl***'s brochures, websites and other advertising material contain only representations of our vehicles. Pictures, illustrations, descriptions and measurements of the vehicles may be different to the Vehicle offered to You due to modifications and/or upgrades.

32 FUEL

32.1 The Vehicle must be returned with the amount of fuel, including Adblue, equal to that at the time of the commencement of the rental. If the Vehicle is returned with less fuel, the difference will be charged to You at a rate of NZ$5.00 including GST per litre (which includes a service component). If the Vehicle is returned with less Adblue, the difference will be charged to You at a rate of NZ$2.25 including GST per litre (which includes a service component).

32.2 You must only use the fuel type specified by the manufacturer of the Vehicle and the use of bio-diesel or any organic hybrid fuel type is strictly prohibited (use of E10 is acceptable in Vehicles fuelled by petrol). Any use of incorrect fuel types is a Substantial Breach of this Agreement.

33 VEHICLE AND EXTRAS CLEANING

33.1 Vehicles and any purchased extra items must be returned in a reasonable state of cleanliness, completely free of mud, rubbish and pet hair.

33.2 If applicable, the toilet and waste water tank must both be returned empty or a NZ$250 including GST cleaning fee will be charged to You in respect to each tank.

33.3 A cleaning fee up to NZ$299 including GST will be charged if the vehicle is returned in an unreasonable state of cleanliness and/or should the vehicle need deodorising as a result of smoking

33.4 A pet cleaning fee of NZ$335 including GST will apply in relation to additional cleaning of the Vehicle where You travel with pets during the Rental Period.

33.5 Smoking and vaping is strictly prohibited in or within 5 metres of the ***thl*** vehicles.

34 BRANCH HOURS AND RETURNS

34.1 All ***thl*** depots are closed Christmas Day.

34.2 The Vehicle must be returned at the Return Date and Time at the Return Location as outlined in Customer Contract.

34.3 If You wish to change the Return Location or the Return Date after the rental has commenced, You first must obtain permission from ***thl***. Subject to the change of the Return Location being approved, an additional charge of up to NZ$750 including GST will apply. ***thl*** may withhold its approval for any reason, including due to availability of the Vehicle.

34.4 If the Vehicle is returned to a different location without ***thl***'s prior written permission, the cost of transferring the Vehicle to the Return Location as outlined in Customer Contract will be charged to You, plus an additional charge of up to NZ$750 including GST.

34.5 You will continue to be responsible for the rental of the Vehicle, including demurrage, until the Vehicle is returned to the Return Location as outlined in Customer Contract. If You return the Vehicle after the Return Time without ***thl***'s permission, then, following a written demand by ***thl***, ***thl*** may take steps to recover and repossess the vehicle and You will be charged for the late return at a rate equivalent to double the current daily rental charge for the Vehicle, plus the daily rate charge applicable to Your chosen Reduction Option.

34.6 NZ$129 fee will apply to all rentals picked up and/or dropped off on public holidays dates defined on the Summary of Rental Conditions.

35 RENTAL EXTENSIONS

35.1 Should You wish to extend the rental period whilst on hire, You must first obtain authorisation from ***thl***. This is subject to availability of the Vehicle.

35.2 The extra cost of an extended rental must be paid by Credit Card over the telephone or at a ***thl*** Branch immediately on confirmation of the rental extension.

35.3 The additional days will be at the daily standard gross rental charge for the Vehicle applicable at the time of the extension.

36 NATURAL DISASTERS AND WEATHER CONDITIONS

36.1 ***thl*** is not responsible for road closures caused by cyclones, flash floods, earthquakes and other acts of God. Whilst ***thl*** will make every effort to accommodate delays and non-vehicle returns to Return Locations for these events and may waive the NZ$750 including GST change of Return Date and Return Location fee any costs over and above this fee will be Your responsibility.

36.2 ***thl*** reserves the right to restrict Vehicle movements in certain areas, including but not limited to adverse road or weather conditions for the purpose of guest safety. This may include any imminent storm warning or other potential weather-related threats

36.3 To the extent permitted by applicable law, if ***thl*** is unable to provide services because of circumstances beyond its control for a rental where cancellation fees would apply or for a rental which has already commenced, ***thl*** will provide You with a credit for the value of the non-refundable part of any unused hire charges and fees. ***thl*** may deduct a reasonable service fee from the credit amount to cover administration costs or vehicle recovery costs. Credits will be valid for 12 months from the date on which ***thl*** advises that it cannot fulfil the rental as originally booked.

37 KILOMETRE ALLOWANCE

37.1 All Vehicles have unlimited kilometres included per rental day.

38 ELECTRONIC TRACKING

38.1 ***thl*** may use Global Positioning System (GPS) tracking or other electronic tools (tracking device) to enable the geographical location of its Vehicles to be tracked or located. Information from the tracking device may be used:

(a) to provide police or other authorities in the event that the Vehicle is stolen or is not returned at the end of the rental period;

(b) in the event of an accident or incident relating to the Vehicle during the rental period, e.g. to verify the location of the Vehicle at the time of the alleged accident;

(c) to identify the exact location of the Vehicle in the event of a recorded breakdown and to provide that location to breakdown responders (e.g. the local Automobile Association);

(d) to locate the Vehicle in an emergency; or

(e) for any other purpose allowed under the *Privacy Act 2020* or any other law.

38.2 By hiring a Vehicle from ***thl***, You expressly consent to ***thl*** using tracking devices on the Vehicle during the rental period and collecting, using and retaining information from the tracking devices in accordance with ***thl***'s Privacy Policy.

38.3 Refer to clause 38.1 of this Agreement for more information on ***thl***'s Privacy Policy.

39 PRIVACY NOTICE

39.1 ***thl*** values the privacy of personal information. When ***thl*** collects, uses, discloses or handles personal information (as defined in the Privacy Act 2020), it is managed within the bounds of the Privacy Act 2020 and ***thl***'s Privacy Policy. For a full copy of ***thl***'s Privacy Policy, please download a copy at https://www.thlonline.com/privacy.

39.2 Your information will not be released to anyone other than in accordance with ***thl***'s *Privacy Policy and the Privacy Act 2020*.

40 DEFINITIONS

40.1 **Authorised Driver** means any driver approved by ***thl*** and whose name is noted in Customer Contract as an authorised driver;

40.2 **Credit Card** means American Express, VISA or Mastercard credit cards or VISA or Mastercard debit cards;

40.3 **Joint Renter** means any person who is noted as a renter with any other person in Customer Contract. A Joint Renter is jointly and severally liable for all of the obligations under this Agreement;

40.4 **Liability Reduction** means the amount for which You will be liable to pay in the event of Loss or Damage to the Vehicle as set out in Customer Contract, which may be reduced by purchase of Reduction Options subject to the terms and conditions of this Agreement;

40.5 **Loss or Damage** means any loss or damage to the Vehicle, including that caused by theft of the Vehicle or by adverse weather events, that requires repair or replacement including the loss of use of the Vehicle (demurrage), legal expenses, assessment fees, towing and recovery costs, storage, service charges and any appraisal fees of the Vehicle;

40.6 **Public Holiday** has the meaning given in the Holidays Act 2003;

40.7 **Repair Event** means each individual event where the repairs are required in respect of the Vehicle;

40.8 **Reduction Option** means a reduction option purchased by You to reduce potential liability as described in clause 27;

40.9 **Return Date** means the date on which the Vehicle must be returned shown in Customer Contract;

40.10 **Return Location** means the location from which the Vehicle was hired and which is shown in Customer Contract;

40.11 **Return Time** means the time by which the Vehicle must be returned on the Return Date as shown in Customer Contract;

40.12 **Substantial Breach** means a breach of any of clauses 3.8, 3.9, 4.1, 4.2, 5.1(c)(i) to 5.1(c)(xx) (inclusive), 16.1, 16.2, 30.2 or 30.6(c)16.116.230.230.6(c)of this Agreement;

40.13 **Summary of Rental Conditions** means the document titled Summary of Rental Conditions which can be found at: NZ_2728_Direct-Summary-of-Rental-Conditions.pdf, as updated from time to time;

40.14 **Vehicle** means the vehicle identified in Customer Contract including all its accessories, tools, tyres and equipment as well as any replacement vehicle;

40.15 **Vehicle Condition Report** means the report provided to You when You collect the Vehicle identifying any pre-existing damage that there may be to the Vehicle;

40.16 **You, Your** means the person, firm, company or organisation renting the Vehicle and includes any Joint Renter identified in Customer Contract.

