

# **Terms & Conditions**

## Summary of rental conditions

This document contains a brief summary of our rental conditions. The full details of our rental contract do apply. For detailed conditions, refer to the rental agreement upon vehicle collection or a PDF copy of the rental agreement can be Downloaded Here. Rates quoted are in New Zealand dollars.

#### Standard Rates include:

- Standard excess insurance cover
- Unlimited kilometers for all vehicle types
- Extra driver(s) fee
- All living, kitchen & sleeping equipment
- Full water tank
- Nationwide roadside assistance & free phone help-line
- Maps and campground guides
- Complimentary transfers on the first and last day of rental to/from the airport or airport hotels in Christchurch and Auckland
- Vehicle cleaning & grooming fee
- 15% G.S.T. (Goods and Services Tax)
- Rates on our website are available only to customers booking directly through Tui Campers

### **Rental Duration**

Minimum rental period: 5 days. Minimum rental is extended to 14 days for travel between 20 December and 10 January. Vehicle rentals are calculated on a per calendar day basis, i.e. day of pick-up or drop off is always counted as a full day irrespective of what time it is collected or dropped off. Minimum rental period is subject to change during peak periods. Vehicles are required to be collected and returned within business hours.

Each day after the final hire day, that the vehicle is not returned, you may be charged double the daily gross rental rate.

Late pick-up or early return of vehicle does not entitle the hirer to any refund of the unused portion of the rental.

### Deposits and payments

At time of booking a non-refundable deposit of NZ\$500 is payable. The balance is due 28 days prior to commencement of the hire. If the balance is not received 28 days prior, Tui Campers reserves the right to treat the booking as cancelled.

#### **Branches**

Tui Campers has branches close to Auckland and Christchurch Airports. Pick ups to Queenstown Airport, Dunedin Airport, Wellington Airport, Picton Ferry Terminal, Nelson Airport and the Greymouth Train Station are available on application for a relocation fee of NZ\$745 prior arrangement only. Operational times are restricted by travel limitations and by bus/air/train times. This service is only available for the hire of Tui or Freedom Campers vehicles only.

#### Office Hours

**High Season 01 October - 30 April:** Monday to Sunday 8am to 5pm **Low Season 01 May - 30 September:** Monday to Sunday 9am to 4pm

#### All branches are closed on Christmas Day (25 December).

The latest vehicle collection time from the depot is 4pm, (3pm winter) so please consider your hire start date with this in mind if your flight arrival does not allow sufficient time to be at the depot by these times. A \$50 late collection fee can be pre arranged if you cannot arrive before this time. This is not guaranteed and applies only within 1 hour after closing time if agreed.

## Pick Up/Drop Off Times

High Season 01 October - 30 April: 8:30am - 4:00pm Low Season 01 May - 30 September: 9:30am - 3:00pm

**PLEASE NOTE** that a surcharge of NZ\$745 applies per pick up and/or drop offs in relocation areas and pick up and drop off times may be restricted.

### Pick Up/Drop Off Locations

Tui offers conveniently located New Zealand campervan rental depots on the North and South Islands. Not only do we offer one way rentals between these locations, we also provide free airport transfers to our Auckland or Christchurch branch for your convenience.

### **Auckland Depot**

- 142 Robertson Road, Mangere East, Auckland
- Free phone 0800 324 939
- Phone + 64 9 275 3778

## Christchurch Depot (Head Office)

- 520 Wairakei Road, Burnside, Christchurch
- Free phone 0800 324 939
- Phone + 64 3 359 7410 Fax +64 3 359 4132
- Email: info@tuicampers.co.nzWebsite: www.tuicampers.co.nz

### Remote Location Hires (Non Depot)

Wellington Airport - Picton Ferry - Nelson Airport - Greymouth Train Station - Queenstown Airport - Dunedin Airport

#### Please note the following providing this service:

- High Season 01 Oct 30 April a 14 day minimum hire period applies.
- No pick ups at remote locations from 20 December to 10 January (inclusive).
- Low Season 01 May 30 September a 7 day minimum hire period applies.

#### **Taxes**

Our rates include GST of 15%.

#### Insurance

The vehicle has comprehensive insurance cover in case of accident damage or loss of contents (excluding personal belongings). The hirers liable up to the excess/deductible for the cost of damage to third party property or to the rented vehicle, including single vehicle accident, windscreen and tyre damage, overhead and underbody damage, towing and recovery costs, theft, fire, break in or vandalism. The Liability applies in respect of each claim, not per rental. In addition to the Liability, and where our Bond Waiver has been purchased, an administration fee of \$150 will be charged per claim. Otherwise, the fee is \$450.00 per claim.

#### **Bond**

When you collect your vehicle we take an impression of your credit card as the bond for your excess/deductible. This is the insurance excess for any single accident which may occur during your holiday. The impression of your credit card covers your accident-damage bond liability plus any extra costs such as fuel fill-up, emptying of the toilet at the end of hire, or any traffic infringements, losses or breakages. A credit card imprint must be on all rental agreements and must be the credit card of the main hirer unless prior arrangements have been made. We do not deduct the bond from the credit card, but merely hold the authority to deduct it in the unfortunate event of an accident. Where a credit card is not available, a cash bond will be held by Tui Campers for 28 Days following hire.

**Please Note:** For customers who are using debit cards for the security deposit, due to the limitations within terms of use for debit cards these are treated as cash and the full excess will be debited unless the bond waiver is purchased and then a signed imprint will be taken.

*Trail Seeker, Trail Adventurer and Trailexplorer* – There is an excess of NZ\$6,000 (NZ\$7,000 for drivers aged under 25 years) included within our standard rates.

*Trailfinder's 2/3 and 4+1, 4WD Bushcampers and Deluxe Sleepervan* - There is an excess of NZ\$4,000 (NZ\$5,000 for drivers aged under 25 years) included within our standard rates.

### **Optional Coverages**

In addition to the insurance cover set out above, the hirer may also choose the Bond Waiver Insurance (BWI) options or Windscreen/Tyre Insurance (WTI) by so indicating on the Rental Document. The amount of that excess and the daily rate payable in respect of BWI is dependent upon the age of the hirer and the type of vehicle hired.

### Bond waiver/excess reduction Insurance (BWI)

The excess can be reduced by purchasing one of the following Reduction Options:

#### Reduction Option 1:

#### Trail Seeker, Trail Adventurer and Trailexplorer –

This option can be purchased by paying an additional NZ\$35 per day (NZ\$40 per day for drivers under 25 years) reduces excess to NZ\$2,500 and only a credit card imprint is required. Maximum charge is for 50 days.

#### Trailfinder's 2/3 and 4+1, 4WD Bushcampers and Deluxe Sleepervan -

This option can be purchased by paying an additional NZ\$25 per day (NZ\$30 per day for drivers under 25 years) reduces excess to NZ\$1,800 and only a credit card imprint is required. Maximum charge is for 50 days.

### **Reduction Option 2:**

#### Trail Seeker, Trail Adventurer and Trailexplorer -

This option can be purchased by paying an additional NZ\$60 per day (NZ\$65 per day for drivers under 25 years) reduces excess to NZ\$0 and only a credit card imprint is required. Maximum charge is for 50 days.

#### Trailfinder's 2/3 and 4+1, 4WD Bushcampers and Deluxe Sleepervan –

This option can be purchased by paying an additional NZ\$45 per day (NZ\$50 per day for drivers under 25 years) reduces excess to NZ\$0 and only a credit card imprint is required. Maximum charge is for 50 days.

Tui Campers strongly recommends our customers to take the bond waiver insurance to minimise excess exposure and travel with peace of mind.

#### **Inclusions**

Reduction Option 2 cover includes the following extras:

- Free hire of the following accessories which are;
  - o GPS
  - Baby seat and/or child booster seat (on request)
  - Picnic Table and Chairs (one chair for each person travelling)
  - Snow Chains (on request)
- Zero excess (subject to exclusions below)
- One windscreen replacement, multiple windscreen chip repairs and two tyre replacements
- Pre-purchased LPG bottle
- Road Tolls
- Lost/damaged key replacement costs
- Toilet chemical Starter Kit

#### **Exclusions**

#### Bond waiver does not cover:

- Any water related damage, which includes but is not limited to:
  - a) Any vehicle submersion.
  - b) Creek or river crossing.
  - c) Driving through low plain flooded areas.
  - d) Beach driving.
- Personal belongings: We reommend the hirer does not leave valuables in the vehicle.
- The terms of the rental agreement are breached. The hirer will be responsible for the total cost of any damage. This will also include any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle) and driving under the influence of alcohol or drugs.
- The incorrect use of fuel (fuel being diesel or petrol). The hirer will be responsible for any associated cost.
- The cost to retrieve or recover a vehicle which has become bogged.
- The cost to replace keys, which have become lost, or retrieval of keys, which have been locked in a vehicle. (included in Reduction Option 2)
- Driving on restricted roads.
- Damage is caused to the vehicle by the use of snow chains
- Damage is caused due to fuel being placed in the water tank

### Windscreen/Tyre Insurance (WTI)

This option can be purchase by paying an additional \$9 per day to provide protection for damage to the front windscreen and tyres. Included is two tyre replacements, multiple tyre punctures, one windscreen and multiple windscreen chips.

#### Number of Claims:

Each insurance policy can only have one individual claim made by the hirer. The policy is cancelled after each accident and all payments are forfeited. Tui Campers reserves the right to agree to a renewal of any insurance policy or to cancel the hire at the hirers cost.

### Road User Charges related to Diesel Vehicles

The New Zealand government imposes a road user charge on users of diesel vehicles. The Customer must therefore pay a road user charge recovery fee on return of the Vehicle to Tui. The road user charge recovery fee payable by the Customer will be calculated on return of the Vehicle based on the kilometres travelled during the hire and the category of Vehicle booked by the Customer.

The vehicle rates per 100kms are as follows

- 4+1 Trailfinder, Bushcampers and 2 Berth S/T \$6.90
- TrailExplorer 6 berth \$7.20

#### Accessories

Accessories are available to hire from Tui Campers. It is best to pre order these to guarantee availability. You can still order the accessories at pick up but your first choice may not be available. Please note the hirer is fully liable for all costs if the accessories are lost, damaged or stolen regardless of what excess reduction option was taken.

#### **Transfer**

Vehicles must be collected and returned to our branches (not airports unless a relocation has been agreed to). A transfer to the Tui Campers branch from the Auckland and Christchurch Airport and vice versa is provided free of charge. This also includes airport area accommodation. Please advise surname, reservation number, arrival terminal or hotel name and number of passengers requiring collection when you contact us. Our courtesy collection is normally within 30 minutes and operates up to 1 hour prior to close. Transfers do not apply for relocation pick ups and drop offs in places like Queenstown, Nelson, Picton, Wellington, Dunedin or Greymouth.

### **Credit Cards**

We only accept Visa or MasterCard. These cards will incur an additional 2% surcharge on any transaction.

### Exchange rate/currency variations

All credit card transactions are conducted in New Zealand dollars. Due to exchange rate fluctuations there could be some variance in the amount refunded compared to the amount initially charged. We do not accept any liability for variances up or down. Refunds by credit card can take up to 15 working days depending on the renter's financial institution.

### Driver's licence, minimum age and additional drivers

A valid full (non-provisional) national drivers licence is required. Non-English language national drivers licences must be presented in conjunction with an official translation or valid international drivers licence. The minimum age is 21 years. Additional drivers must

meet all Tui Campers rental requirements, be at the depot at time of vehicle pickup with their driver's license and sign the rental agreement.

### General equipment

Each vehicle is supplied with complimentary general equipment (such as pegs and clothes line, dustpan/brush, fire extinguisher and bucket/hose).

### Kitchen and personal kits

Each vehicle is supplied with complimentary living equipment (such as bedding, cooking equipment, eating utensils, bath and tea towels.)

## Maps and campground guides

Each vehicle is supplied with a complimentary road atlas as well as campground guides.

#### Vehicle consultation

On pick up of the vehicle our staff will provide a complimentary vehicle consultation. This includes an explanation of all the interior and exterior features of the vehicle as well as driving tips.

### Smoking and animal restrictions

Smoking in Tui Campers vehicles is strictly prohibited, and offenders will be charged a fume removal fee of NZ\$500. Animals are also not permitted in any Tui Campers vehicle and the same cleaning fee will apply.

### L.P. gas refill service fee

A service fee is payable on pick up of the vehicle (free if Reduction Option 2 is purchased):

- \$28 Hitop Campervans, 2 Berth Shower Toilet Campers and Bushcampers
- \$38 4 and 6 Berth Motorhomes

The gas bottle(s) is supplied full. The gas bottle can be returned empty to Tui at the completion of the rental.

### Additional equipment for hire

Please browse our accessories for great rental rates on outdoor BBQ's, outdoor furniture, solar showers, GPS and other great products for camping in comfort and style.

\*Please note the legal requirement in NZ for child restraints:

#### Children under 5 years old

- Must be properly restrained by an approved child restraint.
- They must not travel in the car if you can't put them in an approved child restraint.

#### Children 5 to 7 years old

- Must use a child restraint if available.
- If there is no child restraint available, the child must use a safety belt.

Baby or booster seats cannot be fitted in 2 berth shower/toilet Trail Seeker campers.

## Multiple rentals

Consecutive rentals can be combined to qualify for a long-term discount rate. Rentals in Tasmania (Australia) and New Zealand can be combined to obtain a long-term discount rate, providing travel is within a 3 month period. If drop off of a vehicle and pick up of a new vehicle occurs on the same day then a day each will be charged per respective vehicle. Multiple rentals are treated as separate rentals under the one way fee and minimum rental period conditions.

### Ferry reservations

The two main islands of New Zealand, the North Island and South Island, are separated by sea and require a ferry trip. If you wish to hire from Auckland to Christchurch or vice versa you will require a ferry. The ferry trip takes approx. 3.5 hours and there are several sailings per day in each direction.

During the peak tourist months, November to March, reservations are highly recommended. Ferry pricing is based on the length of the campervan/motorhome. Please consult our vehicle pages for the length of the vehicle.

Reservations are easy to arrange directly on the internet. We are not agents for the ferry companies but we are happy to book on your behalf using your credit card details as only a New Zealand server can access the cheaper fares on the Interislander. However as we charge \$25 for our time. You may wish to check out the Bluebridge which does not have the same restrictions and you may find their prices competitive

### Travel restrictions

Tui vehicles can only be driven on public roads sealed/unsealed. No vehicle is to be driven on the following roads: Skippers Canyon Road in Queenstown, Ball Hutt Road near Mount Cook, 90 Mile Beach in Northland, Cape Colville to Port Jackson Road in Coromandel.

Vehicles are not permitted on all ski field access roads in both the North and South Islands from 01 June to 31 October. This means you cannot drive your vehicle up to a ski field car park and/or any part of the access road to the ski field. You will be responsible for all damage if travelling on these roads.

## Change of drop off destination

If the renter wishes to change the drop off destination after the rental has commenced, they first must obtain authorisation from Tui Reservations in Christchurch. Subject to the change being approved, a minimum additional charge of \$750 may apply.

#### Rental extension

If the customer wishes to extend the rental whilst on hire, they must first obtain authorisation from Tui Campers in Christchurch who will advise of the additional costs. Rental extension is subject to fleet availability. The extra cost (gross rate) of an extended rental must be paid by credit card over the telephone or at a Tui Branch immediately on confirmation of the rental extension.

Failure to obtain authorisation will result in the renter maybe being charged double the daily gross rental rate.

#### Calculation errors

Tui Campers will not honour calculation errors. Should a calculation error occur Tui Campers will charge for the shortfall.

## Repairs

Although we run late model vehicles, it may happen that small repairs are required.

Repairs up to NZ\$100 may be affected without authorisation and will be reimbursed upon presentation of a receipt. For amounts over NZ\$100, Tui will need to be informed in advance. Repairs will be approved provided the customer was not directly responsible for the damage. Receipts must be submitted for any repair or the claim will not be paid.

#### Customer care on road assistance

Any problems associated with the vehicle, including equipment failure, must be reported to Tui Campers as soon as possible and within 24 hours in order to give Tui Campers the opportunity to rectify the problem during the rental. Failure to do so will compromise any claims for compensation. Tui Campers do not accept liability for any claims submitted after this period.

## Infringements and administration fees

Tui Campers reserves the right to charge the hirer for any speeding, toll way or parking fines and/or vehicle damage including third party property damage not reported on return of the vehicle. In addition to these costs, Tui Campers reserve the right to charge for associated administration costs for processing the fines (irrespective of excess) and/or all insurance claims in the event of the customer not having a NIL excess. In addition to the costs associated per fine and/or insurance claim, an administration fee of \$60 will be applicable.

### Change of vehicle

Should the vehicle booked be unavailable through unforeseen circumstances, we reserve the right to substitute an alternative vehicle without prior notification and at no extra cost. This shall not constitute a breach of contract and does not entitle the hirer to a refund

### Vehicle category

Vehicles cannot be requested by make, model or year. Only by vehicle category.

### Voluntary downgrade

Should the renter decide to take a lesser vehicle than booked within 14 days of pick up or during the rental then they will not be entitled to any refund.

### Limit of liability

In the event of no alternative vehicle being available to the renter, our liability is limited to a refund of the hire charge or in the case of mechanical failure (unless caused by the renter) the remainder of the hire period.

### One way hires

It's is possible to commence your hire in Auckland or any other North Island location and finish it in Christchurch or any other South Island location (or vice versa) if the rental period is a minimum of fourteen (14) days and a one way fee will apply.

Where pick-ups originate from North Island and return in South Island and the pick-up is between:

- − 1 April and 30 September − a one way fee of NZ \$100.00 applies.
- 1 October and 31 March a one way fee of NZ \$200.00 applies.

Where pick-ups originate from South Island and return to North Island and the pick-up is between:

- 1 April and 30 September no one way fee applies.
- 1 October and 31 March a one way fee of NZ \$100.00 applies

One way hires of shorter duration are subject to availability and a fee. Please enquire.

Short hires of under 5 days can be available. Mileage is limited to 150km per day. Extra km's will be charged @ \$0.35. An additional \$50 cleaning fee will apply.

### On-road assistance - mechanical faults

The liability of Tui Campers extends to either replacing your vehicle with a similar one, or refunding your hire charge for any days you lose the total use of the vehicle. If the vehicle has any mechanical failures these problems must be reported to Tui Campers as

soon as possible in order to give Tui Campers the opportunity to rectify the problems during the rental. The hirer is not entitled to any refund at the end of the hire period unless Tui Campers has been advised of the problem earlier, and has been given the opportunity to rectify the situation. Tui Campers does not accept any liability for any claims made after this point. Tui Campers is not liable for any delay in repair caused by the breakdown occurring on a weekend or a public holiday. A refund can be requested if the breakdown has directly caused a delay in travel of 48 hours or more, if the delay is less than 48 hours in one location Tui Campers can deny the refund request at its own discretion.

All Tui vehicles are covered by the Automobile Association (AA) 24 hour roadside assistance service for any vehicle related breakdowns. In the event that you need roadside assistance, please call the AA free phone number 0800 22 27 39. Please give them your car registration plate number and provide and directions to help them locate you.

If the AA are unable to assist you, please contact us on 0800 324 939.

IMPORTANT NOTE: For non-mechanical (driver error) call outs, you will need to pay the applicable fee directly to the AA prior to their attendance.

Mechanical breakdowns covered by the AA Roadside Assistance service include the following:

Engine faults.

Electrical faults.

Cooling system.

Vehicle recovery.

For all Non-Mechanical breakdowns, the Automobile Association will charge you the relevant call out fees. Non-mechanical breakdowns include, but are not limited to, the following:

Running out of fuel.

Refilling the vehicle with the incorrect fuel (i.e. putting petrol in instead of diesel).

Damage to wheels and/or tyres.

Losing the keys or locking them inside the vehicle.

Having a flat battery due to the ignition or lights being left on.

A breakdown as a result of damage caused in an accident, including salvage.

### Maintenance and repairs - equipment faults

The hirer shall take all reasonable care to ensure that the vehicle is properly maintained. This shall include regular checks to the oil, water and batteries. The hirer shall be liable for any cost associated with the incorrect use of fuel (fuel being diesel or petrol), including putting fuel in the water tank. The failure of accessories such as TV, DVD, CD player, microwave, gas heater, air conditioning unit, fridge and hot water heater do not constitute a breakdown. Any problems associated with the vehicles equipment, must be reported to Tui Campers as soon as possible and within 24 hours in order to give Tui Campers the opportunity to rectify the problem. Failure to do so will compromise any claims as we cannot accept liability for any claims submitted after this period. Tui Campers will endeavour to facilitate on-road repairs however should the repair not be

possible or fail the hirer is not entitled to a vehicle change or compensation. No alternative accommodation or food items will be paid for during down time.

#### Cancellations

Once a booking has been confirmed and a deposit paid the booking is considered live and is subject to the cancellation policy. The NZ\$500 deposit is forfeited if bookings are cancelled 29 days and over of departure.

- 29 days and over deposit retained
- 20 29 days 20% of total reservation cost
- 10 19 days 40% of total reservation cost
- 1 9 days 75% of total reservation cost
- No Show 100% of total reservation cost.

In all cases the minimum amount retained is the deposit.

No refunds for cancellations made after the travel or travel date has commenced. If the vehicle is returned early for any reason whatsoever after travel has commenced then no refund is available.

### **Booking amendments**

- Amendments to increase the length of the booking can be made at no cost.
  Amendments to decrease the booking will be charged at a minimum of NZD\$60.00 provided the amendments occur at least 30 days prior to departure date.
- If rental dates are amended within 14 days of vehicle pick up, no refund will be made if the hire is shortened.
- If the pick up or drop off rental location is amended within 14 days of vehicle pick up, a relocation fee may apply.
- Changes to the drop off rental location after the rental has commenced must be approved by Tui Campers. If approved a minimum charge of NZ\$750 may apply.
- Rental extension, whilst on hire, must be approved by Tui reservations. The extra cost must be paid on confirmation of the rental extension.

#### Extra Fees

- A compulsory Toilet Chemical Starter Kit is charged at \$8 to all models. This is free if Reduction Option 2 cover is purchased.
- AdBlue diesel additive is charged at \$60 per hire to the Trail Adventurer 2+1.
- If the vehicle is not returned in an identically clean state as it was supplied, a fee of NZ\$200 will apply
- Public holiday vehicle collection and returns will incur a one off fee of \$60 to be paid at pick up. Tui Campers is open on the following public holidays: 1st and 2nd January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Queens Birthday, Labour Day, Boxing Day, Auckland and Christchurch Anniversary days.
- If the toilet (where applicable) is not returned empty, a fee of NZ\$100 will apply

 If the waste tank (where applicable) is not returned empty, a fee of NZ\$100 will apply

#### Refunds

Regretfully, no refunds can be given for any unused portion of your holiday. However, your travel insurance may in some circumstances cover the unused portion. Refunds for hires paid and cancelled prior to pick up will be subject to our cancellation policy. If it is determined that a refund is due, Tui Campers will process the refund back to the original credit card charged, or a refund cheque will be posted if payment was made by direct debit or cash. All refunds will be made in NZ\$ and Tui Campers does not accept any liability for currency exchange rate fluctuations. Refunds are processed once a week.

#### **Fuel**

All vehicles are supplied with a full tank of fuel at the start of hire, and must be returned with a full tank at the end of your hire otherwise a refuelling fee will apply. Hires are also liable for AdBlue diesel additive as required - \$60 per hire.

#### Disclaimer

Illustrations and text in any of our brochures or website are a representation only of the vehicle depicted. Variances in the vehicles offered for rental may occur due to substitutions made by Tui Campers or modifications and/or upgrades to the vehicle design made by the manufacturer. Prices may be subject to change due to factors beyond the control of Tui Campers. Any changes in price affecting a client between the time of booking and payment received will be advised immediately. The company takes no responsibility for any detention, delay, loss, damage or injury that a hirer might experience no matter how it is caused or by whom. The company's rental agreement is the sole contract for hiring the vehicle, between the company and the hirer and passenger(s). These conditions cannot be varied or altered or waived by any employee, agent or representative of the company or by anyone providing services or facilities. The company cannot be bound by any representative or statement unless it is confirmed in writing by the company's directors or management. Your travel agent will forward deposits and other payments to us on your behalf, but your travel agent is not our agent for the purpose of the receipt of monies.

Note terms & conditions and rates are subject to change without notice.