Wendekreisen Rental Agreement (continued) - Terms And Conditions

An agreement made between the Owner and the Hirer whose particulars are entered in this agreement on page 1. The Owner and the Hirer agree as follows:

1. **Hire Description:**
   Wendekreisen Travel Ltd (Wendekreisen) will let and the Hirer will rent the vehicle described on page 1. Rental charges for rental campervans, motorhomes & recreational vehicles are calculated on a daily basis, irrespective of pick-up time. Charges for rental cars are based on a 24-hour period. All Wendekreisen vehicle rates include Unlimited Kilometres, Road User Charges (if applicable), On Road Assistance and GST. The term of hire shall be for the period and collection/return locations as described on page 1.

2. **Payments by Hirer:**
   The Hirer shall pay to Wendekreisen the hire charges specified on page 1, the relevant insurance costs pursuant to clauses 10 and 11, all petrol or other fuel (but not oil) used in the vehicle during the period of hire, and all other actual or consequential liability arising from this agreement. Wendekreisen cannot accept cash payments. All payments must be made by Bank Transfer, EFTPOS or VISA and Mastercard. All hire charges are payable in full prior to 30 days before the day of collection.

3. **Vehicle Collection & Return**
   Wendekreisen operates rental depots in Auckland and Christchurch. The Hirer **must** adhere to collection and return dates/locations as stated on page 1 of this agreement. A change of pick up or return destination is subject to availability. If the Hirer wishes to change the pickup or return destination after a booking has been confirmed, approval by Wendekreisen must be obtained. A breach of contract relating to pick up or return dates/locations will incur a NZ$1500 penalty fee**.** Wendekreisen rental depots are located as follows:

   Auckland
   Unit 6, 197 Montgomerie Road
   Mangere

   Christchurch
   240 Roydvale Avenue
   Burnside

4. **Depot Business Hours:**
   Monday to Saturday: 8:30am - 5:00 pm (08:30 - 17:00)
   Sunday / Public Holidays: 8:30 am - 1:00 pm (08:30 - 13:00)
   Please note that Wendekreisen cannot accept any vehicle collections and returns after 4:30pm weekdays and 12.30pm on weekends / public holidays unless an after-hours vehicle collection or return has been pre-arranged at least 7 days prior to collection or return. There is a charge of NZ$60 for after- hours vehicle collections and returns. After hours vehicle collections are not available after 8.00pm and before 6.30am.

5. **Persons who may drive the vehicle:**
   The vehicle may only be driven by the person(s) described on page 1 and only if each such person is at least 21 years of age and has held a full and valid driver's license for no less than 12 months. All Wendekreisen vehicles can be operated with a car license valid to a tare vehicle weight of 3.5tonnes. The Hirer must ensure that the driver's license is valid for the vehicle hired in this agreement.

6. **Restricted Roads**
   The vehicle must not be driven on any salt-water beaches, 4-wheel drive only roads, Ninety Mile Beach (Northland), North of Colville and Waikawau (Coromandel Peninsula), Bluff Road that runs between Kuaotunu and Matarangi (Coromandel Peninsula), Ball Hut Road (Mt. Cook), unsealed parts of the Tasman Valley Road (Mt. Cook), Wanaka-Mount Aspiring Road beyond the Treble Cone turnoff and Skippers Road (Queenstown). All other public roads are permitted throughout New Zealand.

7. **Hirer's obligations**
   The Hirer must take all necessary precautions when handling and parking the vehicle, ensuring it is securely locked when unattended, the handbrake is engaged, and the vehicle is in gear (or "P" for automatic vehicles) when parked. The Hirer is responsible for checking that the tire, oil, and water levels are maintained. They must ensure the recommended tire pressure is upheld and inflate the tires as needed. However, water and oil levels must not be refilled without first consulting tech support. If these levels are low, the Hirer must contact tech support at 092560136 before taking any action. Any on-board LPG gas bottles must be filled prior to return.

   Smoking and/or animals (excluding registered guide or assistance dogs) are not permitted in the vehicle at any time. Wendekreisen reserves the right to charge a minimum vehicle grooming fee of $200 in the case of failure to comply with this policy.

Initial by the Hirer: X _____

The Hirer is responsible for ensuring any roads entered are not subject to severe weather warnings. Entering roads with severe weather warnings is at the driver's risk (see section 12). The Hirer is responsible for keeping up to date with weather updates and associated warnings. It is the Hirer's responsibility to be aware of and act in compliance with all New Zealand Transport Agency rules and regulations.

NZ law stipulates that children under 7 years of age must be properly restrained in an approved car restraint. It is the Hirer's responsibility to ensure the child restraint is installed correctly in the vehicle. If the vehicle has an approved on/off switch modification to allow the front passenger airbag to be disabled in order to use a rear facing child restraint seat in that passenger seat, then the Hirer acknowledges that Wendekreisen has explained to them the operation of that switch and the Hirer accepts full responsibility for operating that switch.

Initial_____

8. Cancellation Fees

Please note that the initial booking confirmation deposit of $300 is non-refundable. All other payments made by the Hirer are refundable in full or in part entirely at the discretion of Wendekreisen on the following basis.
In the event that you wish to cancel your booking the following fees apply:

If cancelled 31 days prior to pick up
No fee.
If cancelled within 30 days to 8 days of pick-up
30% of Total Reservation Cost
If cancelled within 7 days of pick-up or no show
100% of Total Reservation Cost
Early Return
No refund for any unused portion of the rental is available.

9. Vehicle Returns

Vehicles must be returned on the date, place and time as shown on page 1. Late returns will result in extra charges. The Hirer is obliged to return the vehicle:

1. With the fuel level full
2. In a reasonably clean condition (interior and exterior)
3. With empty holding tanks for grey water and waste water (toilet cassette)
4. With full LPG gas bottles

10. Insurance Options For Rental Campervans

Wendekreisen offers three types of insurance options. The Hirer acknowledges that they have been informed about all insurance options prior to commencing the hire. The Hirer is liable for the insurance excess that applies to each insurance claim. The options are:

1. Compulsory Standard Insurance Initial_____
   NZ$25.00 per day with an excess of NZ$2500 for drivers over 25 years (NZ$5000 for drivers of 21 to 24 years) for any one damage. Please note that the excess applies to each single vehicle accident including loss or damages to third parties, the rental vehicle and its accessories.
   The total insurance payable is capped at 50 rental days or NZ$1250 per hire.

2. Standard Insurance With Tyre and Windscreen Cover Initial_____
   NZ$35.00 per day with an excess of NZ$2500 for drivers over 25 years (NZ$5000 for drivers of 21 to 24 years) for any single vehicle accident and NIL excess for windscreen and tyre damage (excludes service for changing a tyre). Please note that the excess applies to each single vehicle accident including loss or damages to third parties, the rental vehicle and its accessories.
   The total insurance payable is capped at 50 rental days or NZ$1750 per hire.

3. Full Cover Insurance Initial_____
   NZ$45.00 per day will reduce the excess for any one vehicle damage to NZ$250 (NZ$2500 for drivers 21 to 24 years). Please note that the excess applies to each single vehicle accident including loss or damages to third parties, the rental vehicle and its accessories. Includes compulsory standard insurance and windscreen/tyre cover (excludes service for changing a tyre).
   The total insurance payable is capped at 50 rental days or NZ$2250 per hire.

Initial by the Hirer: X _____

11. Insurance Options For Rental Cars

Wendekreisen offers three types of insurance options. The Hirer acknowledges that he/she has been informed about all insurance options prior to commencing the hire. The Hirer is liable for the insurance excess that applies to each insurance claim. The options are:

1. Compulsory Standard Insurance Initial_____
   NZ$16.00 per day with an excess of NZ$1000 for drivers over 25 years (NZ$1500 for drivers of 21 to 24 years) for any one damage. Please note that the excess applies to each single vehicle accident including loss or damages to third parties, the rental vehicle and its accessories.
   The total insurance payable is capped at 50 rental days or NZ$800 per hire.

2. Standard Insurance With Tyre and Windscreen Cover Initial_____
   NZ$24.00 per day with an excess of NZ$1000 for drivers over 25 years (NZ$1500 for drivers of 21 to 24 years) for any single vehicle accident and NIL excess for windscreen and tyre damage (excludes service for changing a tyre). Please note that the excess applies to each single vehicle accident including loss or damages to third parties, the rental vehicle and its accessories.
   The total insurance payable is capped at 50 rental days or NZ$1200 per hire.

3. Full Cover Insurance Initial_____
   NZ$32.00 per day will reduce the excess for any one vehicle damage to NZ$150 ($350 for drivers 21 to 24 years). Please note that the excess applies to each single vehicle accident including loss or damages to third parties, the rental vehicle and its accessories. Includes compulsory standard insurance and windscreen/tyre cover (excludes service for changing a tyre).
   The total insurance payable is capped at 50 rental days or NZ$1500 per hire.

12. Insurance Exclusions - The Hirer is at all times fully liable (without a monetary limit) for :

a. Any damage to the Wendekreisen vehicle or third party property if the terms of this rental agreement are breached
b. Damage caused by racing, speed tests or other contests
c. Damage caused by careless, willful or reckless driving
d. Damage caused by driving under the influence of alcohol or drugs
e. Damage caused by driving on restricted roads (see section 6)
f. Damage to or loss of any personal belongings
g. Damage caused by the use of incorrect or contaminated fuel
h. Damage caused by filling any vehicle holding tanks with an incorrect fluid or substance (e.g. Adblue filled in diesel tank, diesel filled in the freshwater tank, water filled in the engine oil holding tank, etc.)
i. Damage caused by water submersion or saltwater damage
j. Damage caused in an unsafe or unroadworthy condition that arose during the course of the hire and that caused or contributed to the damage and loss, and the Hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle.
k. Cost to retrieve or recover vehicles which have become bogged submerged or abandoned
l. All costs associated to retrieve or recover vehicles which have been abandoned due to roads with severe weather warnings
m. Cost to replace vehicle keys that have been lost or damaged or retrieval of keys that are locked in the vehicle
n. Damage caused by the use of snow chains or bike racks
o. Damage due to overloading of the vehicle
p. Overhead damages caused by any man-made structure lower than the height of the vehicle

If any of the above exclusions occur, the Hirer shall be liable for all resulting actual or consequential losses incurred by Wendekreisen and it is at the sole discretion of Wendekreisen as to whether it shall lodge a claim pursuant to the insurance cover.

13. Security Bond

A security bond equivalent to the insurance excess applicable pursuant to clause 10 or 11 is payable by the Hirer, but will not be charged on the return of the vehicle, provided that:

1. The vehicle is returned to the agreed location at the agreed time **($1500 penalty applies if breached)**
2. Grey water tank and toilet have been emptied **($250 charge for toilet, $25 charge for grey water tank)**
3. All traffic fines have been paid **(otherwise your fine will be charged plus a $35 handling fee)**
4. All toll road charges have been paid **(otherwise your toll fee will be charged plus a $20 handling fee)**

Initial by the Hirer: X _____

5. The vehicle is returned in a reasonably clean condition **($250 charge if not returned reasonably clean)**
6. The vehicle is returned with a fuel level full **(charged at double fuel price)**
7. The vehicle is returned with full LPG gas bottles **(charged at double the price of filling)**
8. No items belonging to Wendekreisen have been lost or damaged
9. No damage is incurred to the vehicle or any 3rd party property
10. The insurance exclusions in section 12 have not been violated

All security bond payments must be made by Bank Transfer, EFTPOS, VISA or Mastercard.

14. Handling Procedure of Speed and Parking Tickets and Toll Road Notices

The Hirer shall be liable for all parking and traffic violations relating to the vehicle during the period of hire. Wendekreisen does not query any issued fines and as it often receives traffic and parking tickets after a vehicle is returned it will charge any outstanding balance to the cardholders credit card. Wendekreisen will not contact the Hirer prior to and after the charges to his/her credit card but will explain the charges and send copies of the parking and traffic violations if contacted by e-mail or on the phone. Wendekreisen will charge a NZ$35 handling fee for each issued parking or traffic violation. Wendekreisen will charge a NZ$20 handling fee for toll road fees.

Initial_____

15. Optional Extras

The following charges will apply to optional extras on your hire:

1. After hour collection fee ($60 per collection)
2. After hour return fee ($60 per return)
3. Child/Booster Seats ($50 per rental)
4. Google Chromecast, Amazon Firestick or similar ($30 per rental)
5. Inverter 150-Watt 12V-240V ($35 per rental)
6. Snow Chains ($75 per rental)

16. On Road Assistance

In the event of mechanical problems, the Hirer **must** contact Wendekreisen by calling **09-2560136**. The Wendekreisen help desk will assist and direct you to the closest service centre. Retrospective claims for refunds cannot be considered if the Hirer has not made contact with the Wendekreisen roadside assistance team by calling 09-2560136 as soon as possible, and in any event within 12 hours of becoming aware of any defect or mechanical failure of the vehicle. By renting a Wendekreisen vehicle, you agree to the processing of your personal information, including geolocation data. Failure to notify Wendekreisen will result in the Hirer being liable for any resulting damage and Wendekreisen not being liable to the Hirer. Failure to follow the instructions of the Wendekreisen helpdesk (or authorised contractors) will void any entitlement to compensation and may incur additional fees. Wendekreisen wishes to advise that no responsibility will be accepted for accommodation charges, meals, out-of-pocket expenses or loss of enjoyment resulting from a breakdown.

17. Repair Approval

Repairs of up to NZ$50.00 can be completed without authorization by Wendekreisen. All repair costs up to NZ$50.00 will be refunded upon submission of receipts. All repairs exceeding NZ$50.00 require approval by Wendekreisen.

18. Accidents

In the event of an accident or damage to the vehicle the Hirer must:

a. notify Wendekreisen of the full circumstances as soon as practical and in any event within 12 hours from the time of the accident or the time that the Hirer has knowledge of the damage.
b. notify the New Zealand Police of any accident and request they attend the scene to determine liability.
c. obtain the names and addresses of all parties, witnesses to, and vehicles involved in the accident.
d. obtain a copy of any relevant Police report.
e. make arrangements with Wendekreisen to complete a written report and the necessary insurance documents and ensure that these are completed before the end of the hire period specified in this Agreement.

In the event of an accident the Hirer must not make any admissions of liability.

Initial by the Hirer: X _____

19. **Substitute Vehicles**
Wendekreisen reserves the right to substitute a comparable or superior vehicle at no extra cost to the Hirer. This shall not constitute a breach of contract and does not entitle the Hirer to any refund. The availability of a replacement vehicle is not guaranteed and it is at the sole discretion of Wendekreisen and is subject to availability, Hirer's location, accident liability (if any) and remaining hire duration.

20. **Rental Period Extension**
A hire extension is subject to availability and authorisation by Wendekreisen. Any costs associated with the extension will be disclosed prior to confirmation.

21. **Immediate Return Of Vehicle Where Default, Incompetency or Damage:**
Wendekreisen shall have the right to terminate this agreement and take immediate possession of the vehicle if:
- the Hirer is found not to be competent enough to operate the vehicle
- there have been reports of dangerous driving by NZ Police
- the Hirer fails to comply with any terms of this agreement
- if the vehicle is damaged and no longer roadworthy
- the vehicle has been abandoned

The termination of the hiring under the authority of this clause shall be without prejudice to the rights of Wendekreisen. A termination of this agreement for the above reasons, does not entitle the Hirer to a replacement vehicle or a refund of either the charges for the unused rental days or the security bond.

22. **Retention of Title**
Ownership and title to the vehicle remains at all times with Wendekreisen, who reserves a security interest in the vehicle and the Hirer unconditionally and irrevocably agrees to waive the Hirer's rights as debtor to the maximum extent permitted by the Personal Property Securities Act 1999 (including its right to receive a copy of a verification statement under section 148 on the PPSA in respect of any financing statement) and accordingly the parties contract out of the Hirer's rights to that extent.

23. **Force Majeure**
In no event shall Wendekreisen be liable for any failure or delay in the performance of its obligations under this agreement arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, acts of God, natural disaster, governmental or local body legislation, direction or restrictions, pandemics, epidemics or outbreak of social disease, strikes or other labour disturbances, accidents, acts of war or terrorism, civil commotions, or omissions or delays in acting by any governmental authority or by the Hirer. However, Wendekreisen may, entirely at its discretion, issue a credit entitling the Hirer to apply any payments made against any future Rental Agreement between the Hirer and Wendekreisen.

The Hirer agrees to be bound by and accepts the terms and conditions of hire as set out herein and acknowledges and declares that he has read and fully understands this agreement (Note: You should not sign this unless you are sure you understand its effect).

Full Signature of the Hirer: _____ Date:_____

Wendekreisen Staff Signature: _____Date:_____