

Mad Campers Rental Agreement

03.05.2024

General Terms and Conditions

1. Driver and licence requirements

1.1 All drivers of the MAD1, MAD2, MAD ADVENTURER or Car Rental must be at least 18 years old and hold a full and valid driver's licence.

1.2 All drivers of the MAD EXPLORER must be at least 21 years old and hold a valid driver's licence.

1.3 Drivers must comply with the provisions of their licence, including any restricted or probationary conditions.

1.4 Drivers must hold a driver's licence in English or an accredited translation.

1.5 Drivers have not been convicted of, or have charges pending for, a driving-related offence under the influence of alcohol or drugs.

1.6 Drivers have not been refused, nor had any motor vehicle insurance cancelled for any reason within the three years prior to the date of the Rental Agreement.

1.7 All potential drivers must show their licence(s) at collection and only those named and have signed the Rental Agreement are authorised to drive the vehicle.

2. Road restrictions

2.1 You must not drive on:

(a) Skippers Canyon Road near Queenstown.

(b) Ball Hutt Road near Mt Cook.

(c) 90 Mile Beach in Northland.

(d) Any road which is closed or restricted.

(e) Any beach.

(f) Through any stream or river.

(g) Through floodwater.

2.2 You accept liability for all costs of towing, repairs, and any other associated costs if you breach the provisions of Clause 2.1, and insurance waivers will not apply.

3. Your responsibilities

3.1 Smoking is strictly prohibited in the vehicle at all times. A violation of this policy will result in a \$300 soiling fee.

3.2 Animals are strictly prohibited in the vehicle at all times. A violation of this policy will result in a \$300 soiling fee.

3.3 Driving the vehicle while impaired by drugs or alcohol or for any illegal activity is strictly prohibited.

3.4 Keep the vehicle locked when you leave it and keep the keys under your personal control at all times.

3.5 Take responsible care in driving and parking the vehicle.

3.6 Comply with all laws, rules and regulations while driving and parking the vehicle.

3.7 If traveling with a child, ensure that a child restraint is installed and used correctly. The fitting of the restraint remains the sole responsibility of the Hirer.

3.8 Maintain engine oils and coolant to the correct levels and advise Mad Campers as soon as possible if oil or coolant has been topped up.

3.9 Maintain tyres at the recommended pressure.

3.10 Report any accident or damage to the vehicle immediately to us.

4. Our obligations

4.1 We will deliver the vehicle to you in a safe and roadworthy condition.

4.2 If the reserved vehicle is not available for any reason, then the reserved vehicle may be substituted by Mad Campers for a comparable or superior vehicle at no additional cost to the Hirer. A vehicle substitution does not constitute a breach of contract and does not entitle the Hirer to any form of refund or compensation.

4.3 We will use our reasonable endeavours to replace the vehicle in the event of a serious breakdown. This is subject to availability of a replacement vehicle, location, and agreement on insurance terms for the replacement vehicle.

4.4 Provided that you have not breached this Agreement, in the event of a mechanical breakdown where we are unable to supply a replacement vehicle, we will refund your hire fees for any complete days during which you are unable to utilise the vehicle, starting from the moment you first informed us of the breakdown.

4.5 If the vehicle is involved in an accident, regardless of who is at fault, it will be entirely at our discretion as to whether we provide a replacement vehicle.

If you were at fault, or it is undetermined who was at fault:

- (a) If we do provide a replacement vehicle, it will be entirely at our discretion as to the insurance cover which we might require you to take for the new vehicle and you will be required to pay the full cost of the insurance for the replacement vehicle.
- (b) You will not receive a credit for any amount you paid for insurance for your first vehicle.
- (c) You will also be responsible for any delivery or travel costs to provide the replacement vehicle and all associated accommodation costs.
- (d) You will not be entitled to a refund of your hire fees.

If it was proved that you were not at fault and another party has admitted liability:

- (a) If we do provide a replacement vehicle, any insurance coverage paid for the original vehicle will transfer over to the new one.
- (b) You may be responsible for any delivery or travel costs to provide the replacement vehicle.
- (c) In the event that we provide you with a replacement vehicle, please note that you will be responsible for any and all accommodation costs incurred during the wait.
- (d) If we do not provide a replacement vehicle, you will be entitled to a refund of your hire fees for any unused complete days of your booking.

4.6 Except as provided in Clause 4.3 and Clause 4.4 unused hire days are non-refundable.

4.7 While we do our best to address issues with lost keys, the fridge, water pump, cooker, battery, flat tyres, or a broken windscreen promptly, any costs you incur as a result, such as accommodation or restaurant expenses, will be your responsibility.

4.8 All MAD2 campers are fitted with roof racks and a roof box. For bookings that are picking up and dropping off to the same location, the roof racks and/or roof box can be removed for a one-off additional cost of \$75.

4.8 If a breach of the terms and conditions has occurred, then we reserve the right to not refund any monies whatsoever.

5. Maintenance and repairs

5.1 You must contact us within 24 hours to report any problems with the vehicle or equipment. We will do our best to resolve the problem within 2 working days.

5.2 You must not carry out or arrange any repairs (except fitting the spare tyre) without our consent.

5.3 You must not authorise any repairs to the vehicle without our prior authority.

5.4 You must pay all call out fees regardless of your insurance option unless previously agreed with us.

5.5 All vehicles are provided with 24-hour roadside assistance covering any mechanical faults with the vehicle. The Mad Campers roadside assistance cover does not include the following, and the associated costs will be the responsibility of the Hirer:

- (a) The vehicle has run out of fuel.
- (b) The incorrect fuel or oils have been put in the vehicle.
- (c) The breakdown was caused by the vehicle being driven while warning lights were illuminated or the temperature gauge was high.
- (d) The breakdown or damage is caused by the vehicle being driven with the handbrake on.
- (e) The vehicle is unable to be accessed due to locking the keys in the vehicle, or keys being lost.
- (f) A flat battery.
- (g) Flat or damaged tyre(s).
- (h) The vehicle is unattended at the time the roadside assistance provider arrives at the breakdown location.
- (i) The vehicle is not on a public or formed road and is trapped or bogged.
- (j) Any vehicle breakdown caused by the willful act or negligence of the Hirer.

6. Accidents

6.1 If you are involved in an accident that results in damage to the vehicle or any third-party property, you must contact us immediately, and within 24 hours at the latest.

6.2 The following procedures must be followed in the event of an accident:

At the accident scene, you must:

- (a) Obtain the details of any third parties and witnesses and report the accident to the police.
- (b) Take photographs of the damage to all vehicle(s) and registration number(s).
- (c) Take photographs of the front and back of the drivers licence of any other drivers involved (if applicable).

6.3 If any of the exclusions in Clause 9 apply to your insurance cover, you authorise us to deduct the balance between the bond held and your total liability per your selected insurance excess waiver immediately from your credit card.

6.4 We may provide an exchange vehicle at our sole discretion if the rental vehicle is damaged in an accident, subject to availability and the circumstances at the time.

6.5 The terms on which we provide an exchange vehicle may vary, and will be communicated to you at the time of exchange.

6.6 You must pay for all damage to the vehicle regardless of who is at fault up to \$5,000 for the MAD1, MAD2, MAD ADVENTURER or Car Rental, or up to \$7,500 for the MAD EXPLORER, which is the amount of the loss contribution on Mad Camper's insurance cover. Damage above these amounts will be covered by Mad Camper's insurance cover. However if there is damage to the vehicle exceeding these amounts and Mad Campers' insurance cover is not available as a result of a breach by you of the terms of this Agreement, you must pay for the full cost of the damage.

6.7 Your liability for damage applies in respect of each separate accident, incident, or new damage.

7. Claims against third parties

7.1 We will use reasonable efforts to ensure that any money due back to you is recovered as quickly as possible, but third-party claims can take months or even years to resolve. You acknowledge that handling these claims may be up to our insurer.

7.2 We agree to make any applicable refund within 30 days of receiving the final resolution.

7.3 You agree to provide all reasonable assistance in supporting any claim against a third party, including providing all relevant information and attending court to give evidence if required.

8. Insurance of your liability

8.1 Mad Campers' vehicles are insured for Legal Liability for damage to someone else's property, up to \$20,000,000 for any one event and for bodily injury, up to \$10,000,000 any one event.

8.2 To insure yourself for your liability for damage to the vehicle, you may choose one of the following options:

Insurance for MAD1, MAD2, MAD ADVENTURER and Car Rentals:

- (a) "You're Good" which insures you completely for your liability up to \$5,000.
- (b) "The Gambler" which insures you for all damage exceeding \$2,500 up to \$5,000. If you choose the Gambler option, you must provide us with a bond for \$1,500 which covers part of the amount you are self-insuring.
- (c) "Risk Taker" If you elect not to insure yourself with either of the above options, you must provide us with a bond of \$2,500 which covers part of the amount you are self-insuring.

Insurance for MAD EXPLORER:

- (a) "You're Good" which insures you completely for your liability up to \$7,500.

(b) "The Gambler" which insures you for all damage exceeding \$5,000 up to \$7,500. If you choose the Gambler option, you must provide us with a bond for \$5,000 which covers part of the amount you are self-insuring.

(c) "Risk Taker" If you elect not to insure yourself with either of the above options, you must provide us with a bond of \$7,500 which covers part of the amount you are self-insuring.

8.3 The use of third-party driver/relocation services can only be used following written confirmation from Mad Campers. You remain liable for the excess for any damage to the vehicle while in the possession of a third party.

9. Exclusions from your insurance cover

9.1 The You're Good and The Gambler insurance covers do not apply in the following events or in respect of the following damages, expenses, or costs:

(a) The driver of the vehicle is under the influence of alcohol or any drug that affects their ability to drive the vehicle.

(b) The vehicle is in an unsafe or un-roadworthy condition that arose during the rental and such condition caused or contributed to the damage or loss and you or the driver of the vehicle was aware or ought to have been aware of the unsafe or un-roadworthy condition of the vehicle.

(c) The vehicle is driven by any person not specified as an authorised driver in the Rental Agreement.

(d) The vehicle is damaged as a result of submersion in water, including as a result of crossing creeks, rivers, flooded areas, salt water or on beaches.

(e) The vehicle is used in any off road conditions including fire trails, beaches, sand, tracks, fields or paddocks.

(f) The vehicle is driven when a warning light appears or where the coolant temperature gauge enters a red zone.

(g) The use of roof racks and snow chains on the vehicle where such roof racks or snow chains have not been hired through Mad Campers unless previously agreed with us.

(h) The vehicle or its accessories and spare parts are damaged as a result of incorrect fitting or use of snow chains or ski/snowboard racks, roof racks or bicycle racks.

(i) The vehicle is driven on a road or ski resort access road without snow chains when snow chains are required to be fitted.

(j) The cost to replace keys which have been lost, broken or damaged and the cost of retrieval of keys which have been locked inside a vehicle.

(k) All costs as a result of breakages, loss, theft or defacement of the vehicle's interior and accessories.

(l) Theft or attempted theft of the vehicle or its contents resulting in damage where the vehicle was left unlocked.

(m) All damage and costs caused by or in connection with reckless conduct or willful misconduct of you or any of your invitees including any incidents involving sitting or standing on the bonnet, boot or roof of the vehicle, burning out a clutch or towing another vehicle.

(n) All costs associated with the incorrect use of fuel or water in the vehicle.

(o) The cost to retrieve or recover a vehicle, which may include, but is not limited to, a vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in any way.

(p) Any single vehicle incident or accident where the vehicle has rolled, tipped or fallen over.

(q) The vehicle is operated in any race, speed test, rally or contest.

(r) The vehicle is used for a commercial purpose (for example, as a taxi or courier vehicle).

(s) The vehicle is driven by any person who is disqualified from holding or has never held a driver's licence appropriate for that vehicle or such person is not legally entitled to drive the vehicle in New Zealand.

(t) The vehicle is operated in breach of the restrictions in Clause 2.

(u) The vehicle is operated outside the terms of the Rental Agreement.

(v) Where the driver of the vehicle is convicted of any driving offence in respect of the incident or accident giving rise to the damage.

9.2 The insurance option which you select under Clause 8 provides insurance cover of the vehicle but the insurance cover selected does not cover the cost of replacing or repairing:

(a) The contents of the vehicle supplied by us (including but not limited to: cooker, bedding, cutlery, tables, chairs, tents, roof racks, power cords, keys).

(b) Attachments to the vehicle such as roof racks, roof boxes, rooftop tents, canopies.

(c) Any other items hired from us.

9.3 You agree that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this agreement or clause constitutes a contract of insurance.

10. Bonds

10.1 Your bond will be refunded in full if the vehicle is returned on time, on the agreed return date, and to the agreed return point, with a clean interior, a full fuel and LPG (BBQ) bottle, and without any damage.

10.2 You authorise us to deduct all or part of your bond immediately upon becoming aware of any incident or accident involving the vehicle, and to apply it towards all costs and expenses

required to repair or replace the vehicle, as well as any associated costs and any costs payable to third parties as a result of any incident or accident involving the vehicle.

10.3 You also authorise us to deduct from the bond any amounts due by you under this Agreement, as well as any fines or infringement fees.

10.4 We will retain your bond until the end of the rental period, and we reserve the right to retain all or part of it for a reasonable period after the rental period to cover the cost of unquantified damage, infringements, or damage to third parties or their property. If it takes months to resolve a third-party claim, we may retain the bond until the claim is resolved. If we are not successful in recovering the full cost of the damages from a third party, we reserve the right to retain the bond and not refund it.

10.5 If a replacement vehicle is provided to you due to an accident, we may require a new bond of twice the bond for the original vehicle.

11. Travel insurance

11.1 We recommend that you arrange your own travel insurance to cover any costs for disruptions to your travel plans or illness.

11.2 Your personal belongings and items in the vehicle are not insured by us in the event of an accident, break-in, or theft. You should arrange your own travel insurance to cover any loss or theft of your belongings while the vehicle is on hire. You accept full responsibility for your personal belongings and associated costs.

12. Return of the vehicle

12.1 You must return the vehicle to Mad Campers on the agreed date and time indicated in your Rental Agreement. If you need to change the return date or time, you must inform Mad Campers at least 24 hours in advance. All changes are subject to availability and must be confirmed by Mad Campers. Charges may apply for late returns.

12.2 The vehicle must be returned to the location specified in your Rental Agreement. Failure to do so will result in a relocation fee of up to \$2000 to cover the costs of relocating the vehicle.

12.3 It is your responsibility to make Cook Straight ferry crossing bookings. Mad Campers can make ferry bookings on your behalf if requested to do so, and you acknowledge that Mad Campers are only acting as a ticket reseller and are not liable for any changes or cancellations to ferry crossings. Failure to return the vehicle to the location specified in your Rental Agreement will result in a relocation fee of up to \$2000 to cover the costs of relocating the vehicle.

12.4 The vehicle must be returned with the same amount of fuel that was provided at the start of the rental period, as detailed in your Rental Agreement. Any extra fuel remaining at the end of the rental period will not be refunded. If the vehicle is returned with less fuel than specified in the Rental Agreement, Mad Campers reserves the right to charge for the replacement fuel, along with an administration fee of \$40.

12.5 For vehicles equipped with cooking facilities, Mad Campers will provide a full LPG bottle at the beginning of the rental period. The vehicle must be returned with a full LPG bottle. Failure to do so will result in a \$35 fill fee.

12.6 The vehicle must be returned in a clean and tidy condition. Failure to do so will result in a cleaning fee of \$150 for excessively dirty vehicles. This includes, but is not limited to, rubbish, food, sand, and mud left inside the vehicle, as well as mud and road debris on the outside of the vehicle. The decision to charge a cleaning fee is at the discretion of Mad Campers.

12.7 If a portable toilet is provided, you must return it in a sanitised state, fresh water tank empty, and waste-tank empty and washed. Failure to do so will result in a cleaning fee of \$300.

12.8 If a portable toilet is damaged as a result of being placed in the roof box or due to negligence, you will be charged a fee of \$200.

12.9 You are liable for the vehicle and its contents until Mad Campers has checked the vehicle. Mad Campers accept no responsibility for the vehicle's safety while parked on the road or outside their buildings.

13. Extension of your rental

13.1 If you wish to extend the rental period, you must contact Mad Campers for approval, and this is subject to availability at all times. Failure to gain approval will result in a late fee of \$250, along with any extra hire days being charged to your credit card. Any agreed extension of the rental period must be paid in full at the time of extension at the agreed rate.

13.2 Any change to your drop-off location following confirmation of your booking is subject to a \$200 administration fee at Mad Campers discretion.

13.3 If you decide to return the camper early, please note that unused rental days and insurance payments cannot be refunded.

14. Rental duration

14.1 Rental charges are calculated on a calendar day basis. The day of pick up will be considered day one regardless of pick up time, and the day of drop off will be considered the final day regardless of drop off time.

14.2 A specific pick up and drop off time must be specified for each booking. Any amendments to the booking dates and times require our approval and may affect future bookings.

14.3 Mad Campers have minimum hire periods which may be altered from time to time. If the Hirer wishes to hire the vehicle for less than the minimum hire period, and Mad Campers agrees, a fee equivalent to the difference between the rate for the actual rental period and minimum rental charge will apply.

15. Transaction fees

15.1 We accept Visa, Visa Debit Card and MasterCard only.

15.2 For bookings made after October 24, 2024, the credit card surcharge is subject to change. The surcharge amount will be calculated at the time the transaction is processed. This means that the surcharge may vary based on the prevailing rates and regulations at the time of your payment. The current credit card surcharge is 4%.

15.3 Please note that the credit card surcharge for bookings made before October 24, 2024, will continue to be subject to the terms and rates in effect at the time of booking.

15.4 Balance payments made by bank transfer are subject to a \$40 administration fee in lieu of the credit card surcharge.

16. Cancellation and deposit

16.1 A non-refundable deposit is required to secure the booking. If a booking is cancelled at any time, the deposit will be retained.

16.2 If a confirmed booking is amended, Mad Campers reserves the right to retain the deposit against the original booking.

16.3 Failure to collect the vehicle on the scheduled booking date will result in the loss of the hire day and fees. Mad Campers reserves the right to cancel the booking and release the vehicle if no arrangements have been made or if the vehicle is not collected within 24 hours of the scheduled pick-up time.

16.4 In addition to forfeiting the deposit, the following cancellation fees apply:

(a) If cancelled within 31-15 days of pick-up: a cancellation fee of 50% of the total rental cost.

(b) If cancelled within 14-7 days of pick-up: a cancellation fee of 75% of the total rental cost.

(c) If cancelled 6 days prior to pick-up (or less) or in case of non-appearance: a cancellation fee equivalent to the total rental cost.

16.5 Mad Campers reserves the right to relist the vehicle if it is not collected within 24 hours of the scheduled collection time, unless notified of any change in travel plans.

16.6 No refunds will be provided for late pick-up or early return of the vehicle.

16.7 If Mad Campers is unable to provide a vehicle due to a force majeure event, a credit for any unused hire charges will be provided. The credit will be valid for 12 months from the date of the cancelled booking, and will be subject to the relevant rates on the new booking.

17. Fees immediately payable to us

17.1 During the rental term, you are responsible for all infringement notices related to the vehicle, including but not limited to, traffic and speeding offences, failure to comply with traffic signals, toll charges, parking, fuel station drive offs and freedom camping offences.

17.2 A \$40 administration fee will be charged for each infringement notice processed by us.

17.3 In the event that we receive an infringement notice, we may either:

- (a) Transfer the infringement notice into your name and charge you the administration fee.
- (b) Debit your credit card for the amount of the infringement notice and the administration fee.
- (c) Share your private information for commercial purposes as allowed by law.

17.4 During the rental term, you are also responsible for:

- (a) The full cost of replacing or repairing any lost or damaged contents supplied by us, including but not limited to cookers, bedding, cutlery, tables, chairs, tents, roof racks, roof boxes, rooftop tents, canopies, power cords, keys, and any other additional items hired from us.
- (b) Towing or salvage costs, unless for a major mechanical fault.
- (c) Any other amounts and fees specified in this agreement.

18. Road User Charge Recovery Fee

18.1 The Road User Charge Recovery Fee is payable on the MAD EXPLORER upon vehicle return. This applies for all diesel vehicles.

18.2 The Road User Charge Recovery Fee will be calculated on return of the camper based on the kilometres travelled during the hire. Road User Recovery Fees are as follows:

- (a) 0 - 1000kms = \$95
- (b) Charges per 100km, or part there of = \$9

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

19. GPS

19.1 Some of the vehicles in our fleet are equipped with GPS tracking systems for security and navigation purposes.

20. Refunds

20.1 If a refund is provided by Mad Campers for any reason, Mad Campers will credit the full amount owed to the Hirer's credit card in New Zealand dollars but does not accept liability for credit card or bank-imposed fees relating to currency conversion or foreign transactions which may reduce the total amount credited.

20.2 If a refund owed is more than total charges processed on a Hirer's credit card, Mad Campers reserves the right to refund via bank transfer.

21. Indemnity and release

21.1 You agree to immediately indemnify us for all loss or damage to the vehicle and related costs to the extent provided in this Rental Agreement, except to the extent that we or others are liable at law.

21.2 You agree to use, operate and possess the vehicle at your own risk.

21.3 We are not liable for any loss or damage, injury or death, except where we are negligent.

21.4 You release and discharge us and our agents and employees from any liability to you to the full extent permitted by law, except where we are negligent.

21.5 Nothing in this Agreement excludes, restricts, or modifies any non-excludable terms implied by consumer legislation, including the Fair Trading Act in New Zealand.

22. Termination

We reserve the right to refuse any rental, terminate this agreement, and/or repossess the vehicle at any time if:

22.1 You breach this agreement or if any information contained in the Rental Document is false.

22.2 The vehicle is not returned on the return date or if we believe the vehicle will not be returned on the agreed date.

22.3 We have reasonable grounds to believe that the safety of passengers or the general public, or the condition of the vehicle is endangered.

23. Jurisdiction

This Agreement is governed by the laws of New Zealand. Any dispute arising from this Agreement will be resolved in accordance with New Zealand law.

24. Entire agreement

This Rental Agreement contains the entire agreement between you and us. Any terms or conditions contained in any other document, and all statements, representations, terms and warranties (whether implied by statute or otherwise) not embodied in this Agreement are expressly excluded to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

25. No waiver

Any failure or delay by us in exercising any right, power or remedy under this Agreement shall not be deemed to be a waiver of that or any other right, power or remedy, nor shall any

single or partial exercise of any such right, power or remedy preclude any further exercise of that or any other right, power or remedy.

26. Dispute resolution

If you have any complaint or dispute with us, you agree to notify us immediately in writing. We will respond to your complaint or dispute within 5 business days of receiving your notification. If we are unable to resolve the complaint or dispute to your satisfaction, either party may refer the matter to an independent mediator or seek other legal remedies in accordance with New Zealand law.

27. Privacy

27.1 We will collect, hold, and use your personal information for purposes related to the hire of the vehicle, and we will take reasonable steps to protect your personal information from unauthorised access or disclosure. We may disclose such personal information to third parties only where it is necessary for the purposes of recovering debts incurred as a result of your use of the vehicle or as required by law.

27.2 You have the right to access and request correction of your personal information held by us.

28. Definitions

Fees mean the fees payable by you to us as set out on the Rental Document plus any additional fees payable under this Agreement.

Dollars and \$ are New Zealand currency and exclude GST unless otherwise stated.

GST means New Zealand's Goods and Services Tax.

Rental Agreement means:

1. The Rental Agreement form signed by you and Mad Campers Limited setting out the specific terms of the rental to which this Agreement applies; and
2. These General Terms and Conditions.

Rental Period means the period of time from the pick-up date to the drop-off date shown on the Rental Agreement.

Vehicle means the vehicle described in the Rental Document (or any substitute vehicle) and includes the accessories and contents supplied by us.

We, our, and us means Mad Campers Limited.

You means the person(s) recorded in the Rental Agreement as the Hirer.

Force Majeure means:

1. A natural disaster or weather event - including but not limited to, flood, earthquake, tsunami, volcanic eruption, wildfire, tornado, or storm;
2. A public health event - including but not limited to, epidemic or pandemic;
3. Government, regional, or local authority restrictions or changes in law - including but not limited to, border closures, operational restrictions for businesses, or movement restrictions;
4. A strike;
5. A terrorist attack;
6. Any other circumstances outside of the reasonable control of Mad Campers Limited.