

# Terms and Conditions Effective January 2023

This agreement is between Vantastic New Zealand, Limited (the "Operator") and the hirer whose particulars are recorded in this agreement (the "Hirer"). It is hereby agreed that:

1. The Operator will let and the Hirer will take the vehicle, details of which are set out on page 1 of this agreement the "Vehicle", for the term of hire described in this agreement.

## WHO MAY DRIVE THE VEHICLE

2. The Vehicle may be driven during the term of hire only by the persons described in this agreement and only if each such person holds a current full driver's licence and is aged 25 or over. If the foreign driver's licence is not in English, an international driving permit shall be carried with the foreign driver's licence.

## PAYMENTS BY THE HIRE

3. The Hirer shall pay the Operator for the hire of the Vehicle the sums specified in this agreement. At time of booking a 15% deposit is payable. The deposit secures the booking. The balance shall be due 40 days prior to commencement of the hire. If the balance is not received 40 days prior to commencement of the hire, the Operator reserves the right to treat the booking as cancelled.
4. In addition, the Hirer shall be liable to pay to the Operator at the end of the hire period any applicable additional charges specified in the agreement. These may include Road User Charge Recovery Fee, charges for fuel, late return, damage to or repair of the vehicle (subject to other terms in this agreement), costs incurred for the Operator through salvage or loss of revenue resulting from the hire, any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees, and toll charges and the administration costs relating to these fines, fees, and charges. The Operator will deduct such charges from the Hirer's credit card during or after the term of hire is completed, or the Hirer may pay such charges as agreed with the Operator, such choice to be at the Operator's sole discretion.
5. All payments shall be made in New Zealand Dollars. The following credit or debit cards will be accepted: Visa, MasterCard. A non-refundable 2% administration fee will apply to Visa and MasterCard transactions.
6. Rates include GST. Rental days are calculated on a calendar basis. Part days at the start or end of the hire are charged at the full daily rate.
7. Late pick up or early return of the Vehicle shall not entitle the Hirer to any refund of the unused portion of the rental.
8. The Hirer agrees to pay a bond equal to the applicable insurance excess at the start of the hire which will be refunded once the Vehicle and its contents have been returned in the same condition as when hired and the Vehicle is returned to the agreed location on the agreed date. The bond will be reduced rateably and proportionally to allow the Operator to put the Vehicle and/or its contents back in the same condition it was when it was hired.
9. On payment of liability reduction insurance by the Hirer, the bond payable by the Hirer is reduced to NZD450.

## USE OF THE VEHICLE

10. The Hirer shall not: (a) Sublet or hire the Vehicle to any other person; (b) Allow the Vehicle to be used outside his/her authority; (c) Operate the Vehicle, or permit it to be operated in circumstances that constitute an offence; (d) Drive or allow the Vehicle to be driven on any beach or surface likely to damage the Vehicle; or (e) Involve the Vehicle in any race, speed test, rally or contest (f) Operate the Vehicle or allow it to be operated for the transport of more persons than is permitted by any relevant authority or detailed in the Vehicle Manual.

## OPERATOR'S OBLIGATIONS

11. The Operator shall supply the Vehicle in a safe and roadworthy condition, up to the current Certificate of Fitness standards.
12. If the reserved Vehicle is not available for reasons outside the Operator's control, then the reserved Vehicle may be substituted with a comparable or superior Vehicle at no extra cost to the Hirer. Such Vehicle substitution shall not constitute a breach of contract and does not entitle the Hirer to any form of refund. If no substitute Vehicle is available to the Hirer, the Operator's liability shall be limited to a refund of the hire charge in full. In the case of mechanical failure (unless caused by the Hirer), the Operator's liability shall be limited to the hire charge for the remainder of the term of hire.

## HIRER'S OBLIGATIONS

13. The Hirer shall ensure that: (a) All reasonable care is taken when driving and parking the Vehicle; (b) The engine coolant and oil in the Vehicle are maintained at proper level; (c) The tyres are maintained at their proper pressure; (d) The Vehicle is locked and secure at all times when it is not in use; (e) The Vehicle keys are kept secure. The cost of replacement keys (approximately NZD500) and related services for example courier is at the Hirer's expense; (f) No part of the engine, transmission, braking or suspension systems are interfered with; (g) The fuel tanks are filled with the correct fuel and the freshwater tanks are not contaminated. The cost of replacing tanks is at the Hirer's expense; (h) Should a warning light be illuminated or the Hirer believes the Vehicle requires mechanical attention, s/he stops driving and advises the Operator immediately; (i) There is no smoking in the Vehicle. Any evidence of smoking in the Vehicle shall incur a cleaning fee of NZD500; and (j) Animals are not permitted inside the Vehicle.

## MECHANICAL REPAIRS & ACCIDENTS

14. If the Vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Hirer shall notify the Operator of the full circumstances within 24 hours in order to give the Operator the opportunity to rectify the problem during the rental. Failure to do so may affect any claims for compensation.
15. The Hirer shall not arrange or undertake any repairs or salvage without the Operator's authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property. If the Vehicle is damaged to the extent that it cannot be driven, the Operator shall endeavour to exchange the Vehicle. Provision of an exchange vehicle is subject to availability and Hirer's location.
16. The Operator's liability extends only to the refund of hire charges for any full days of Vehicle use lost due to a mechanical breakdown. No responsibility for out of pocket expenses, accommodation charges or meals resulting from a breakdown or accident will be accepted.
17. All Vehicles are registered with the Automobile Association (AA) for 24 hours' roadside assistance. (Free phone 0800 734 543) This service covers mechanical faults with the Vehicle. The AA does not cover the following and the associated costs will be the responsibility of the Hirer: (a) the Vehicle running out of fuel or breakdown is caused by the Vehicle being incorrectly fuelled; (b) the Vehicle is unable to be accessed due to a lock out or the Vehicle keys being lost; (c) flat batteries caused by incorrect usage of the batteries and/or incorrect usage of any equipment that requires the batteries in order to operate; (d) flat or damaged tyre(s) (e) the Vehicle is unattended at the time the AA Service Provider arrives at the breakdown location; and (f) the Vehicle is not on public or formed road or is trapped or bogged.
18. All non-mechanical call-outs to the AA will incur a call-out charge.

## RETURN OF THE VEHICLE

19. The Hirer shall deliver the Vehicle to the Operator as shown on the front of this agreement. Any alteration to the place the Vehicle is returned to may be subject to a charge of up to NZ\$1000. Failure to return the Vehicle at the agreed time and/or day will incur a late fee of NZ\$150 per day payable in addition to the daily rental rate for each day until the Vehicle is returned.
20. The Hirer shall return the Vehicle with (a) a full diesel tank and full LPG bottles. Failure to do so shall result in refill charges of fuel cost plus NZD30; (b) empty waste tank and toilet waste; (c) all Vehicle equipment accounted for and undamaged. The Hirer is liable for any equipment that is damaged or not accounted for; (d) In a reasonably clean and tidy condition. Failure to do so shall result in a cleaning fee of up to NZD250.

## INSURANCE

21. Any driver described in this agreement as a person permitted to drive the Vehicle is, subject to the exclusions set out below, covered against any loss or damage to the Vehicle and for any consequential damage, loss or costs incurred by the Operator through salvage or loss of revenue resulting from the hire beyond the applicable excess amount.
22. Any driver described in this agreement as a person permitted to drive the Vehicle is, subject to the exclusions set out below, is indemnified to the extent of NZD1,000,000 in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any person and arising out of the use of the Vehicle.
23. The Hirer's liability will be, subject to exclusions set out below, for any loss or damage to the Vehicle, however caused, and for any consequential loss or damage, during the term of this hire, or during any authorized extensions to the term up to the applicable excess amount.
24. The Hirer is liable for payment of the applicable insurance excess in the case of damage to, or accidents involving the Vehicle when the Hirer has not taken liability reduction insurance. On payment of the liability reduction insurance by the Hirer, the excess payable by the Hirer is reduced or eliminated depending on the liability reduction option selected and subject to exclusions in clause 27. The Operator may make the applicable deduction from the Hirer's credit card following notification of any loss or damage to the Vehicle.
25. In the event of any damage to a Vehicle or third party property, another bond shall be collected to cover the excess for any subsequent damage.
26. Where the total cost of a claim is less than the excess then the Hirer shall be liable to pay that lesser amount.
27. The Hirer acknowledges that the cover referred to in clause 21- 26 will not apply when: (a) the Vehicle is driven by anyone not named or described in this agreement as a person permitted to drive the Vehicle; (b) the driver of the Vehicle is under the influence of alcohol or any drug; (c) the driver is deemed by the Operator or local authorities to have been careless, negligent or willful in failing to abide by the local authority road rules, resulting in damage to the hired vehicle or third party vehicle/property; (d) the Vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the Hirer or driver was aware or should have been aware of the unsafe or unroadworthy condition of the Vehicle; (e) the Vehicle is carelessly, wilfully or recklessly damaged or lost by the Hirer, a nominated driver, or a person under the Hirer's authority or control including sitting or standing on the roof, driving on any beach or surface likely to damage the Vehicle or cause it to become bogged or trapped, driving through flooded areas, submersing in water, contacting salt water; the vehicle is operated on any of the following roads Ball Hutt Rd (Mt Cook), Skippers Road (Queenstown), Ninety Mile Beach (Northland), all roads north of Colville (Coromandel Peninsula) (f) the fuel or freshwater tanks are contaminated (g) the Vehicle was operated outside the terms of this agreement or any agreed extension of this agreement.

## TRAFFIC OFFENCES

28. The Hirer is advised that New Zealand law permits the Operator to debit the Hirer's credit card for any infringement fee for an offence where the offence was committed during the term of the hire. These include speeding, toll road, parking and freedom camping offences. The Operator may also charge an administration fee of NZD30 per infringement notice received.
29. The Operator will send the Hirer a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the Operator. The Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority and seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice)

## CANCELLING HIRE AGREEMENT

30. If the Hirer cancels the hire agreement more than 40 days prior to pick up then the deposit of the total cost or NZ\$500 whichever is the greater amount is retained; 40 days or less prior to pick up then the deposit or NZ\$750 whichever is the greater amount is retained; less than 20 days prior to pick up then a cancellation fee of 50% of the total hire cost applies; less than 7 days prior to or on the day of pick up then no refund will be given. If the length of hire is reduced once a booking has been made, then an amendment fee of 50% of the hire cost for the cancelled days applies if the amendment is made less than 40 days prior to pick up; less than 7 days prior to or on the day of pick up then no refund will be given for the cancelled days. If the pick-up date is amended less than 40 days prior to pick up to a date later than the original drop off date, then an amendment fee of NZD250 applies. If the travel dates are amended within the cancellation fee period to be outside the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking shall apply. If the length of hire is changed any time after the booking has been made, then the daily rate may increase.
31. The Operator may cancel the hire agreement and take immediate possession of the Vehicle if: (a) The Hirer fails to comply with any of the terms of this agreement or if the Vehicle is damaged; (b) The Hirer has obtained the Vehicle through fraud or misrepresentation; (c) The Vehicle appears to be abandoned; (d) The Vehicle is not returned at or before the expiry of the term of hire or the Operator reasonably believes that the Vehicle will not be returned at or before the expiry of the term of hire; (e) The Operator considers, on reasonable grounds that the safety of the passengers or the condition of the Vehicle is or has been endangered.
32. If the Operator cancels the hire agreement, then no refund will be given.
33. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the Operator and the rights of the Hirer under this agreement.
34. Terms and conditions as well as rates quoted are subject to change without notice. However, rates or conditions for a particular booking shall not be altered once that booking has been confirmed except where clause 30 applies.

## VEHICLE COLLECTION AND RETURN AGREEMENT

35. The Hirer must adhere to collection and return date, place and time as stated on the rental agreement.

## INDEMNITY

36. The Operator may assist the Hirer with installation of a child restraint. However, the Operator will not be liable for any loss or damage incurred by the Hirer in relation to child restraints. It is the legal responsibility of the child's parent or guardian to ensure that their child is properly restrained.
37. The Hirer releases the Operator and its employees and agents from any liability to the Hirer (regardless of who is at fault) for any loss or damage incurred by the Hirer by reason of rental, possession or use of the Vehicle or storage of personal belongings at the Operator's premises.

