



TERMS & CONDITIONS

1. YOUR RIGHTS AS A CONSUMER

All of the Customer's rights set out in this Agreement are in addition to your rights as a consumer pursuant to applicable consumer protection laws, including New Zealand consumer laws. The Customer's rights at law are not excluded, abrogated or modified by operation of the Rental Agreement.

The Customer may find out more about the Customer's rights from the Ministry of Business, Innovation and Employment (<https://www.mbie.govt.nz>) and New Zealand Consumer Protection (<https://www.consumerprotection.govt.nz>).

Please let us know if you have any questions about these Terms and Conditions, or any of the Rental Agreement Documents.

2. DEFINITIONS

In this Agreement, unless the context clearly indicates otherwise:

"Authorised Driver" means the person specified as such in the Rental Agreement, who is over the age of 20 years and holds a current full driver's licence of an appropriate class for driving a Camper.

"Bond" means the sum paid by the customer prior to vehicle collection to cover any unforeseen liability or other amounts owed by the Customer further to the Rental Agreement.

"Camper" means the vehicle hired by the Customer from us and includes where applicable the Camper's tyres, tools, accessories, contents, chattels, fixtures and/or fittings, and all other equipment, documents or additional hire items relating to the Camper and any replacement or substitute Camper(s) that may be provided.

"Collection Date" means the time and date specified in the Confirmation for the Customer to collect the Camper.

"Collection Point" means the location from which the Customer shall collect the Camper as specified in the Confirmation.

"Confirmation" means KIT's electronic confirmation of the Customer's booking which sets out the Camper type, Rental Term, Collection Date, Return Date, Collection Point, Return Point, payment of Fees, any insurance arrangements and Bond.

"Confirmed Booking" means the rental arrangement as set out in the Confirmation.

"Credit Card" means a credit card, EFTPOS card or debit card.

"Customer" means the person whose credit card is presented for payment of the Fees, and where applicable also means the person(s) recorded as the Authorised Driver(s) in the Rental Agreement.

"Excess Reduction Cover" means the excess reduction cover described in clause 12 which only applies if such cover is accepted by the Customer and specified in the Rental Agreement.

"Fee" and/or **"Fees"** mean the daily rental fee payable for the duration of the Rental Term and any additional fees as agreed or incurred.

"KIT" and/or "KIT CAMPERS" includes its directors, authorised agents/representatives and staff.

"Rental Agreement" collectively refers to the terms of the Confirmation, the document(s) signed by the Customer on the Collection Date and these Terms and Conditions. In the event of conflict or inconsistency between the terms of the Rental Agreement, these Terms and Conditions shall control.

"Rental Term" means the period of time commencing on the Collection Date and ending on the Return Date as specified in the Confirmation or as varied by the Rental Agreement.

"Return Date" means the date and time specified in the Confirmation for the Customer to deliver the Camper to the Return Point, or the date and time as varied by the Rental Agreement.

"Return Point" means the location the Customer shall return the Camper to as specified in the Confirmation or as varied by the Rental Agreement.

"Terms and Conditions" means the terms and conditions set out in this document.

"We" and/or **"us"** means KIT CAMPERS and our directors, authorised agents/representatives and staff.

"You" means the Customer and the Authorised Driver where applicable.

3. FEES

3.1.

Fees shall be calculated on a 24-hour basis during the Rental Term. Please see www.kitcampers.co.nz for Camper options and a current schedule of Fees. Information on our website, promotional materials and/or documentation are subject to change without notice.

3.2.

A deposit of 25% of the total Fee for the Rental Term ("the Deposit") is required at the time of booking, and/or following any amendment to a Confirmed Booking. In either event, a Confirmation shall only be issued once the deposit is paid.

3.3.

Payment of the remaining 75% of the Fee is due 28 days prior to the Collection Date.

3.4.

Bond shall also be paid in full prior to or by the Collection Date. The amount of Bond due is outlined in the excess reduction options and in booking confirmation documents. Subject to clause 4 below, Bond shall be held for the duration of the Rental Term and returned to you within 15 working



TERMS & CONDITIONS

days after the Rental Term's conclusion. If the booking is cancelled up to 28 days prior to the Collection Date, a full refund of the Deposit shall be made (less a credit card administration fee of 4.1% If a booking is cancelled between 1 to 27 days prior to the Collection Date, the Deposit shall be non-refundable. If the booking is cancelled on the Collection Date or the Customer does not collect the Camper from the Collection Point, 100% of the gross Fee shall be chargeable.

Covid19 Travel - should your travel be disrupted by Covid 19 (government restrictions) and as a result you are unable to travel to collect your vehicle we will work with you to ensure the best outcome for your individual situation. All deposits and full payments are transferable to alternative dates subject to vehicle availability.

4. BOND

4.1. Bond is payable on the Collection Date. Subject to clauses 4.2 to 4.5 and 4.9 to 4.10 below, the Bond is fully refundable provided the Camper is returned on time on the Return Date to the Return Point, undamaged with a clean interior, full fuel tank and full LPG bottle. Bond shall be held for the duration of the Rental Term and returned to the Customer within 15 working days of the Rental Term's conclusion. KIT will endeavour to process Bond refunds with all due expediency, though the time frame for the availability of these funds will depend upon the Customer's bank or credit card provider.

4.2. The Customer authorises KIT to deduct from the Bond any amounts due and unpaid by the Customer at the expiry of the Rental Term to KIT arising out of the Rental Agreement, including the amount of any damage as set out at clause 11, the Fees as set out in the Rental Agreement and any other fees or charges arising out of the Rental Agreement. KIT shall give the Customer notice within 10 working days of the Rental Term's conclusion of any such

deduction from the Bond by contacting the Customer at the email address specified in the Rental Agreement.

4.3. KIT reserves the right to retain all or part of the Bond for such period as KIT may reasonably determine after the conclusion of the Rental Term to cover the cost of notified or un-notified damage, infringements/fines or damage to or by third parties or their property.

4.4. In the event of an Excess Reduction Cover claim, the Bond may be retained by KIT irrespective of who is at fault until such time that KIT (at KIT's sole discretion) determines which party is at fault. Such amount must be paid to KIT (if not already held by KIT) at the time the accident report is completed and not at the expiry of the Rental Term.

4.5. Where a third party causes damage to the Camper, the Customer is liable for that damage except to the extent that KIT is able to recover for that damage from the third party. If KIT is unable to recover compensation from that third party, all or a portion of the Bond may not be refunded to the Customer, and KIT reserves the right to charge the Customer's credit card for any amount of damage not covered by the Bond. The Customer acknowledges that automobile insurance is not compulsory in New Zealand, and third party claims can take many months, and in some cases years, to resolve.

4.6. KIT shall not be entitled to retain any portion of the Bond to the extent that any damage has been caused by or contributed to by a breach of the Rental Agreement or the negligent act, error or omission of KIT.

4.7. In the event of a replacement Camper is provided to the Customer due to an accident during the Rental Term, the Bond due for the replacement Camper shall be twice that of the Bond for the original Camper.

4.8. In the event that a replacement Camper is provided to the Customer due to an accident during the Rental Term, any Excess Reduction Cover taken is not transferable to the replacement Camper.

4.9. Where the Camper has been returned with undiscovered damage that has not been reported to KIT and/or is not covered by the Customer's chosen Excess Reduction Cover (if any), KIT will contact the Customer with a summary of the repair costs and KIT shall retain the Bond and/or charge the Customer's credit card for such repairs.

4.10. The Customer acknowledges that windscreen cover is only included in Option A of the Excess Reduction Cover options. Any fee is payable in the event of damage to the Camper's windscreen/glass which fee shall be retained from the Bond.

4.11. For the purposes of this clause 4, "damage" includes damage to the Camper including its tyres and windscreens, any and all damage to third party property (including Camper(s)), towing and recovery costs, theft, fire, break-in or vandalism costs and the cost of the daily rental rate for the Camper for the period the Camper is unavailable for hire by KIT due to repair.

4.12. For dispute resolution processes with respect to Bonds please refer to clause 24 below.



TERMS & CONDITIONS

5. CHANGES AND CANCELLATION

5.1.

Subject to legislative or regulatory change or system-generated errors, KIT shall not unilaterally alter or cancel a Confirmed Booking once the Customer has received Confirmation from us. If the reserved Vehicle is not available for any reason, then the reserved Vehicle may be substituted by Kit with a comparable or superior vehicle at no extra cost to the customer. Such vehicle substitution shall not constitute a breach of contract and does not entitle the customer to any form of refund. If no substitute Vehicle is available to the customer Kits' liability shall be limited to a refund of the hire charge in full. The provisions of this clause shall not apply in circumstances of a force majeure event.

5.2.

Any amendments requested by the Customer to a Confirmed Booking are subject to availability, with approval at KIT's sole discretion. If a Confirmed Booking is amended at the Customer's request prior to the Collection Date, the Fee may at KIT's absolute discretion be re-calculated to the Fee in effect at time of amending the Confirmed Booking. The Customer shall be advised of any changes to the Fee or any other terms of the Rental Agreement prior to KIT issuing an amended Confirmation.

5.3.

Any changes to the terms of a Confirmed Booking are subject to availability and must be requested through KIT's reservations team at least 72 hours prior to the Return Date or any previously agreed extension thereof, subject to availability.

5.4.

In the event of any unauthorised extension of the Return Date, the Customer shall pay the current daily Fee for each additional day until the Camper is returned, as well as an additional late return fee of up to \$500.

5.5.

No unauthorised changes to the Return Location are available.

6. LENGTH OF RENTAL TERM

6.1.

The Rental Term shall commence on the Collection Date and cease on the Return Date.

6.2.

Fees shall be calculated on a 24-hour basis during the Rental Term.

6.3.

When calculating the number of days the Camper is rented during the Rental Term, the Collection Date shall be counted as Day 1 of the Rental Term, regardless of the collection time. The Return Date is counted as the final day of the Rental Term regardless of return time.

6.4.

On the Return Date, KIT will not charge the Customer for returning the Camper for up to one hour past the specified return time. If the Customer returns the Camper any later than one hour past the specified return time, a full day's Fee shall apply.

6.5.

Minimum rental terms are subject to change. Any such change shall be notified to the Customer prior to Confirmation.

6.6.

Once a Confirmation has been received by the Customer, KIT shall not alter the minimum rental period for that booking.

7. RETURNING THE CAMPER

7.1.

The Customer shall, at or before the expiry of the Rental Term:

- › Deliver the Camper (including the Camper keys) to the Return Location stated in the Rental Agreement; or
- › Obtain KIT's consent to the amendment or continuation of the hire. No refund shall be made if the Camper is returned earlier than the Return Date stated in the Rental Agreement.

7.2.

In the event of any unauthorised extension to the Return Date, KIT reserves the right to charge the Fee for each additional day until the Camper is returned and an additional late return fee of up to \$500.

7.3.

KIT may charge the Customer a cleaning fee based on \$70 hourly rate if, in KIT's reasonable opinion the Camper is not returned in a clean and tidy condition. Internal or external cleaning included in a hire is for a standard clean only.

7.4.

KIT may charge the Customer a fee of up to \$500 for the Customer's failure to empty the toilet cassette from the Camper.

7.5.

Failure to return the Camper with full petrol, diesel and/or LPG tanks shall result in a \$20 administration fee in addition to the cost of refilling the Camper's fuel tank.



TERMS & CONDITIONS

8. WHO MAY DRIVE A CAMPER

8.1.

A Camper may only be hired and driven by the person(s) specified as Authorised Driver(s) on the Rental Agreement. A person may be an Authorised Driver only if:

- › They are aged 20 years or above; and
- › They hold a current full driver's licence of an appropriate licence class for driving a Camper; and
- › Their licence is in English; or
- › If their overseas licence has been translated into English, it is accompanied by an accurate English translation of the whole licence, including any conditions, provided by an NZ Transport Agency approved translator, diplomatic representative at a High Commission, embassy or consulate or authority that issued the licence; and
- › The translated licence is presented to KIT prior to the Collection Date.

8.2.

An international driving permit or licence issued in accordance with a UN Convention on Road Traffic may be acceptable as a licence translation. An international driver licence or permit must always be accompanied by an original current driver licence.

9. CUSTOMER'S OBLIGATIONS

9.1.

The Customer acknowledges receiving the Camper in a clean condition, with a full fuel tank and full LPG gas bottle. The Customer shall return the Camper in a clean condition, with a full fuel tank and a full LPG gas bottle on the Return Date, at the time and the Return Point set out in the Rental Agreement.

9.2.

The Customer must ensure that all reasonable care is taken in operating the Camper, and that the Camper is secured when not in use.

9.3.

The Customer must ensure that the recommended water levels are maintained in the Camper's radiator and battery, and the Camper's oil and tyre pressures are checked from time to time during the Rental Term.

9.4.

Smoking is not permitted in the Camper at any time. Animals (excluding registered guide or assistance dogs) are not permitted in the Camper at any time. If these conditions are breached, the Customer must pay a cleaning fee determined by KIT in its reasonable opinion.

9.5.

The Customer must ensure that all Authorised Drivers comply with and understand that they are bound by the Rental Agreement.

9.6.

All Authorised Drivers must carry their driver's licence with them when operating the Camper.

9.7.

The Customer and/or all Authorised Drivers must ensure they are aware of vehicle height restrictions (whether posted or not) at all times.

9.8.

In the event of any damage to or accident involving the Camper, the Customer must notify KIT of the full circumstances of the damage as soon as practicable, but not more than 24 hours from the time the Customer has knowledge of the damage. Failure to notify will potentially forfeit any excess reduction cover taken by the customer. Excess reduction does not apply for not driver error repairs or failures.

9.9.

The Customer must notify KIT as soon as reasonably practicable, and in any event within 24 hours, from the time the Customer has knowledge of any equipment defect or mechanical failure so as to give KIT the opportunity to rectify the problem during the Rental Term. KIT does not accept liability for any notifications of mechanical failures or defects after this period. Failure to notify may result in any costs applicable being met by the Customer. Any such costs shall be advised by KIT as soon as practically possible.

9.10.

If there is an equipment defect or mechanical failure of the Camper during the Rental Term (including if the Camper displays any warning light), the Customer must notify KIT and AA Roadside Service ("AA").

9.11.

The Customer shall be responsible for any callout fee and/or tow charge or other fees for AA's roadside services if the equipment defect or mechanical failure is due to the Customer's error or negligence.

9.12.

The Customer must not repair, modify or make any additions to the Camper without notifying KIT and seeking KIT's consent. KIT will reimburse the Customer for any repair costs that KIT have agreed to incur. However, KIT will not reimburse the Customer, wholly or partly, if KIT considers that the repair costs are excessive or if the repairs are unnecessary or defective.



TERMS & CONDITIONS

9.13.

If the Customer repairs the Camper with KIT's consent, the Customer must provide KIT with the original tax invoice.

9.14.

The Customer shall boil all water before filling the Camper's water tanks. The Customer shall not fill the Camper's water tanks with any hose other than those provided with the Camper.

9.15.

The Customer must ensure that a copy of the Rental Agreement is kept in the Camper at all times throughout the Rental Term. The Rental Agreement shall be produced without delay for inspection on demand by any enforcement officer.

9.16.

New Zealand's Road Rules and Regulations ("the Road Rules") stipulate that children under the age of 7 years must be properly restrained in an approved child restraint. It is the Authorised Driver's responsibility to ensure that child restraint devices are installed correctly in the Camper. KIT assumes no responsibility for ensuring the correct installation of child restraint devices in the Camper, or any liability arising out of the Customer and/or Authorised Driver's failure to fulfil this obligation. Land Transport New Zealand strongly recommend that children should be seated at the rear of the Camper.

9.17.

It is the Customer/Authorised Driver's responsibility to become familiar with and comply with all the Road Rules. KIT assumes no responsibility for ensuring the Customer/Authorised Driver(s) compliance with the Road Rules, nor any liability for the Customer/Authorised Driver(s) failure to comply with the Road Rules.

9.18.

The Customer shall not:

- › Drive or use the Camper (or permit the Camper to be driven or used) other than in a prudent and cautious manner. A single Camper rollover shall be a breach of this clause regardless of the circumstances.
- › Sublet or hire the Camper to any other person.
- › Permit the Camper to be operated outside the Customer's authority.
- › Operate or permit the Camper to be operated in any race, speed test, rally or contest.
- › Operate the Camper, or allow it to be operated, in circumstances that constitute an offence against section 56, 57, 57AA, 57A or 58 of the Land Transport Act 1998 ("the LTA").
- › Operate or permit the Camper to be operated in breach of the LTA, Transport Act 1962, Land Transport (Road User) Rule 2004 or any other Act, regulations or bylaws including New Zealand Transport Agency rules relating to road use.
- › Operate or permit the Camper to be operated for the transport of more than the number of passengers or more than the gross vehicle mass specified in the Camper's certificate of loading.
- › Drive or permit the Camper to be driven by any person that is not the holder of a current driver's licence of an appropriate class for the Camper.
- › Use or permit the Camper to be used for the transport of passengers for hire or reward, unless the Camper is hired with the knowledge of KIT for use in a passenger service licensed under Part 4A of the Transport Service Licensing Act 1989.

- › Use the Camper for the purpose of a courier or delivery service.

9.19.

The Customer must ensure that no persons interfere with the Camper's odometer or speedometer, any part of the engine, transmission, brake and/or suspension systems except in an emergency situation.

9.20.

The Customer confirms that all information supplied by them to KIT in connection with the Rental Agreement is true and accurate and the Customer shall immediately notify KIT of any change to the information.

9.21.

The primary concern of KIT is the well-being of the Customer and the occupants of the Camper. For safety purposes, KIT reserves the right at its sole discretion to restrict Camper operation in certain geographic areas or weather conditions due to adverse driving conditions, and/or the distance to nominated destinations in relation to the length of the Rental Term.

9.22.

KIT shall advise you on the Collection Date of any travel restrictions known at that time.



TERMS & CONDITIONS

10. CUSTOMER PAYMENTS

10.1.

Prior to the Collection Date, the Customer must pay the Fees, Bond and any other amounts specified in the Confirmation and/or as varied by the Rental Agreement, and present a credit card in the Customer's name that is acceptable to KIT for payment of these funds.

10.2.

The Customer shall pay for all fuel (but not oil) used by the Camper during the Rental Term.

10.3.

The Customer agrees to pay on demand or via the bond any additional fees and/or costs that are incurred by the Customer or are payable by KIT in connection with the hire of the Camper by the Customer during the Rental Term, including parking charges and fines, toll road charges and fines, camping charges and fines, speeding and other traffic offence fines, late return fees, relocation fees and cleaning fees. The Customer consents to KIT deducting from the bond any additional charges, fines and/or fees which are not notified to KIT by the Customer, but become apparent within a period no less than 10 working days and no more than six months following expiry of the Rental Term.

10.4.

KIT accepts Visa, MasterCard & American Express credit cards, apple and google pay. A credit card administration fee % of the total Fee applies to credit card payments as outlined in the booking documentation.

10.5.

The credit card administration fee shall not be refunded if the Customer cancels a Confirmed Booking.

10.6.

Many banks and credit card providers charge fees for international transactions. Any fees or other charges which may be imposed by the Customer's bank or credit card provider shall be the Customer's sole responsibility and shall be in addition to any Fee(s) charged by KIT.

10.7.

The Customer accepts the risk of international currency exchange rate fluctuations, including in relation to refunds and return of Bonds. For the avoidance of doubt, the Customer accepts that KIT has no control over any currency conversion rates or fees, and any refunds or Bond return will be paid according to the currency exchange rate and any attendant fees in effect at the time of such refund or Bond return.

10.8.

If a credit card is presented as payment, the credit card holder is jointly and severally liable as a Customer. The Customer agrees that KIT shall be entitled to:

- › Retain the Customer's credit card details in accordance with the Payment Card Industry – Data Security Standard; and
- › Take any action to recover from the Customer's credit card all amounts due by the Customer pursuant to the Rental Agreement, including any amounts due in respect of damage to the Camper or the property of third parties and all other additional charges; and
- › Process charges relating to the Rental Agreement up to 6 months after the Rental Term to the Customer's credit card, including but not limited to parking charges and fines, toll road charges and fines, camping charges and fines, speeding and other traffic offence fines, late return fees, relocation fees and cleaning fees.

11. CUSTOMER LIABILITY

11.1.

If multiple persons are described as the Customer in the Rental Agreement, each person is jointly and severally liable for all Fees, charges, fines and other obligations pursuant to the Rental Agreement.

11.2.

Subject to clause 11.4, the Customer is liable to KIT for and indemnifies KIT against:

- › Any loss of, or damage to, the Camper.
 - › Any consequential damage, loss or costs incurred by KIT, including salvage costs, loss of ability to re-hire the Camper and any loss of revenue.
 - › Any loss of, or damage to, the Camper and/or property of third parties arising from the use or misuse of the Camper by the Customer, any Authorised Drivers, any person whom the Customer permits or allows to drive the Camper, any invitee of the Customer or passengers in the Camper during the Rental Term, to the extent that such loss, damage or costs have been caused by or contributed to by the Customer, any Authorised Driver, any person the Customer permits or allows to drive the Camper, any invitee of the Customer or any passenger in the Camper, provided that the Customer's liability may be reduced to the amount of the relevant Excess Reduction Cover (as described below) in respect of an incident subject to the terms and conditions of the Rental Agreement.
 - › Subject to clause 9.4, the Customer agrees to release and indemnify KIT from and against all actions, claims, demands, losses, damages, costs, expenses, harm or other misadventure which the Customer may suffer or incur or become liable for as a result of any use of the Camper in breach of this Agreement, any reckless or negligent act, error or omission of the Customer, any Authorised Driver, invitee of the Customer or passenger in the Camper or any misuse of the Camper by the Customer during the Term of Hire.
-



TERMS & CONDITIONS

11.3.

Notwithstanding any provision to the contrary, the Customer is not liable to KIT for any loss to the extent it is caused by KIT (for example, through KIT's negligence or breach of contract).

11.4.

This clause 11 shall survive termination of the Rental Agreement.

12. OPTIONS FOR REDUCING EXCESS ("EXCESS REDUCTION COVER")

12.1.

The Customer may select one of the following Excess Reduction Cover options to reduce the excess payable by the Customer in the event of an accident and/or claim:

- › Option A: \$500 excess in the event of a claim - Bond = \$500
- › Option B: \$1,500 excess in the event of a claim - Bond = \$1,500
- › Option C: \$4,000 excess in the event of a claim - Bond = \$2000

12.2.

The Excess Reduction Cover fee is payable for the entire length of the Rental Term at the time of booking and pricing is available when booking

12.3.

If a claim is made under Option B or C, the Customer is obligated to pay the Fee while the Camper is repaired.

12.4.

The excess applicable under each Excess Reduction Cover option applies at the time of any accident, regardless of any third-party travel insurance taken out by the Customer.

12.5.

This clause 12 does not apply if the Customer declines Excess Reduction Cover. If the Customer declines Excess Reduction Cover, the default excess payable by the Customer in the event of an accident or claim is Option C, \$4,000.

13. EXCESS REDUCTION EXCLUSIONS

13.1.

Excess Reduction Cover shall not apply in the following circumstances, and the Customer shall be liable for all fees, damages, expenses and/or costs as specified and/or which are associated with the relevant event:

- › The driver at the time of any accident or other event is under the influence of alcohol or other substances.
- › The Camper has become unsafe or un-roadworthy during the Rental Term, which has caused or contributed to any accident or event, and the Customer or driver of the Camper was aware or ought to have been aware of risk of operating the Camper in those circumstances.
- › The Camper is driven by anyone other than an Authorised Driver as set out in the Rental Agreement.
- › The Camper is damaged as a result of being wholly or partially submerged in water, if there was a reasonably foreseeable risk of the Camper becoming submerged.
- › The Camper is used in any off-road conditions.
- › The Camper is driven after any warning light or gauge displays a warning.
- › The use of accessories such as roof racks and snow chains on the Camper where such accessories have not been hired through KIT, or where such accessory parts (whether hired through KIT or not) damage the Camper as a result of incorrect application or use.
- › The Camper is driven without snow chains when snow chains are required by the relevant authorities.
- › The cost of replacing lost, broken or damaged keys, or retrieving keys locked inside a Camper.
- › Costs arising from breakage, loss, theft or destruction of the Vehicle's interior and/or accessories caused by or contributed to by the Customer, any Authorised Driver, any person the Customer permits or allows to drive the Camper, any invitee of the Customer or any passenger in the Camper.
- › Theft or attempted theft of the Camper or its contents which results in damage where reasonable precautions were not taken against such theft or attempted theft.
- › All damage and costs caused by or in connection with reckless conduct or wilful misconduct of the Customer or an Authorised Driver or any invitee of the Customer or passenger in the Camper.
- › Except where KIT is in breach of the Rental Agreement and/or Rental Agreement, the costs of delivering any replacement Camper required as a result of any of the exclusions listed in this clause 13.
- › Any costs associated with the incorrect use of fuel or any other contamination of the Camper's fuel or water.
- › The cost to tow the Camper back to road level, including but not limited to where the Camper has become bogged, submerged, caught, trapped or stuck.
- › The Camper is operated in any race, speed test, rally or contest, used for the purpose of reward or used in any driver license test.
- › The Camper is driven by any person who is disqualified from holding a driver's licence appropriate for driving the Camper, or has never held a driver's licence appropriate for that Camper or is not legally entitled to drive the Camper in New Zealand.



TERMS & CONDITIONS

- › The Camper is operated on Ninety Mile Beach (Northland), Ball Hutt Road (Mt Cook) or Skippers Road (Queenstown).
- › The Camper is operated outside the Rental Term or any agreed extension of that term.
- › If a driver of the Camper is convicted of any driving offence under New Zealand law where the Camper, property or any other vehicle is damaged in circumstances which are illegal in New Zealand.
- › If the Camper is carrying a load in excess of the manufacturer's specifications or legal limits.
- › If KIT is not notified of damage within the required timeframe

13.2.

If the Camper is involved in a single-vehicle rollover or the Camper's roof or solar panels are damaged as a result of any single-vehicle incident or accident, regardless of any Excess Reduction Cover chosen by the Customer, the Customer must pay KIT and is responsible to KIT for all costs and damages arising in respect of such incident. The Customer's liability under this clause is limited to an amount of \$5,000. For the purpose of this clause 13, a single-vehicle rollover includes any incident where the Camper has rolled, tipped (one or more wheels have left the ground) or fallen over causing damage to the Camper.

13.3.

The Customer should obtain third-party travel insurance which provides cover for their personal property, as **the Excess Reduction Cover does not provide any coverage for loss of or damage to personal property.** KIT assumes no liability for any loss or damage to the Customer's personal property.

14. KIT'S LIABILITY AND OBLIGATIONS

14.1.

KIT shall hire the Camper and supply any services to the Customer pursuant to the Rental Agreement and only on the terms and conditions expressly set out in the Rental Agreement and subject to non-excludable rights under New Zealand consumer law.

14.2.

Except as set out in the paragraphs below, KIT accepts its liability to you for breach of contract or negligence under the principles applied by the New Zealand Courts and for breach of any non-excludable rights under New Zealand consumer law.

14.3.

As the hire of the Camper and any services KIT may provide pursuant to this Agreement is provided to the Customer for the primary purpose of personal, domestic or household use, KIT does not accept liability to the Customer for losses that result from the use of the Camper or any of KIT's services in connection with the conduct of a business. If that liability cannot be excluded but can be limited under any New Zealand legislation, KIT limits its liability to resupplying, repairing or replacing the Camper or services (or payment of the cost of resupply, repair or replacement) where it is fair and reasonable to do so.

14.4.

KIT is not liable for any loss to the extent that it is caused by the Customer (for example, through the Customer's negligence or breach of contract and/or the occurrence of any of the events described in clauses 11 and 13).

14.5.

KIT is not liable for any loss to the extent that such loss results from the Customer's failure to take reasonable steps to avoid or minimise the Customer's loss.

14.6.

KIT is not liable for any loss caused by KIT failing to comply with its obligations in relation to the hire of the Camper or provision of any services where such loss is caused by events outside KIT's reasonable control (such as a failure in equipment that is not owned, operated or hired to you by KIT, an industrial strike or act of God).

14.7.

The liability KIT accepts to the Customer under this clause 14 includes liability for our agents according to the principles of vicarious liability at common law.

14.8.

This clause 14 shall survive termination of this Agreement.

15. ADDITIONAL FEES

15.1.

Additional fees may apply, such as adding Authorised Drivers, one-way fees, after hours pick-ups, premium location fees and GPS. Any such additional fees shall be set out in the Rental Agreement.

15.2.

Additional accessories can be requested at the time of reservation, though are subject to fees and availability.

15.3.

After hours pickups are available on request at time of booking for an additional fee.

16. WIFI (AS APPLICABLE)

16.1.

The Customer agrees that as a condition of connecting any device to and/or otherwise utilising KIT's WiFi service:

- › The Customer shall keep the Wifi network password confidential, and will not share the Wifi connection or login details with any third parties.



TERMS & CONDITIONS

- › The Customer will not use or permit the Wifi to be used to view, download, display or otherwise transmit any objectionable or illegal material as defined by and for the purposes of the Films, Videos and Publications Classification Act 1993 and/or the Crimes Act 1961.

16.2.

The Customer agrees that KIT assumes no liability for any breach by the Customer of this clause.

17. GPS AND SATELLITE NAVIGATION

17.1.

The Customer agrees to follow all safety and usage guidelines provided by the device.

18. TOLL NOTICES AND INFRINGEMENT FEES

18.1.

The Customer is liable for all infringement notices received in respect of offences committed during the Rental Term, including payment any fines or charges for traffic offences and speeding offences, any failure to comply with traffic signals, any toll offences, any parking offences and/or freedom camping offences.

18.2.

In the event that KIT receives notice of an infringement notice and/or fine, KIT (or a subcontractor appointed by KIT) may, in KIT's absolute discretion:

- › Transfer that infringement and/or fine into the Customer's name and charge the Customer an administration fee for each infringement transferred of \$30 for toll notices and \$60 for all other infringements; or

- › Deduct the amount of the infringement and/or fine from the bond and charge the Customer an administration fee for each infringement or fine processed of \$60 per infringement or fine.

18.3.

The Customer consents to KIT and/or its appointed subcontractor debiting the Customer's credit card for the amount of any such infringements, fines or other charges without notice for a period of no less than ten days and no more than six months of the expiry or early termination of the Rental Agreement.

18.4.

If KIT or its appointed subcontractor have debited the Customer's credit card for any infringement, fine and/or other charge, KIT shall notify and provide the Customer details of the infringement, fine or charge as soon as reasonably practicable.

18.5.

The Customer may challenge, query or object to the alleged offence to the issuing enforcement authority. KIT shall have no obligation to cooperate with any enforcement authority on the Customer's behalf, nor shall KIT have any responsibility for payment of any defence costs, Court fees, travel expenses or any other costs incurred by the Customer in challenging, querying or objecting to any such alleged offence.

19. MECHANICAL REPAIRS, ACCIDENTS AND EQUIPMENT FAILURE

19.1.

If there is an accident, equipment defect or mechanical failure of the Camper during the Term of Hire, the Customer must notify KIT as soon as practicable and in any event within 24 hours from the time the Customer has knowledge of the defect or failure in order to give KIT the opportunity to rectify the problem during the Term of Hire. Please call KIT by telephone on 0800 KITCAMPERS.

19.2.

KIT reserves the right not to accept liability for any claims submitted after the period specified in clause 19.1 above unless the Customer is able to provide an explanation to KIT's satisfaction (in KIT's absolute discretion) for such failure to provide notice within the specified period.

19.3.

All Campers are registered with the Automobile Association (AA) for 24 hour roadside assistance. Phone AA Toll-Free on 0800 500 222, or *222 from a mobile phone.

19.4.

All mechanical breakdowns are covered by KIT's Roadside Assistance program. Mechanical breakdowns include:

- › Engine faults.
- › Electrical faults.
- › Cooling system faults.
- › Camper towing/recovery.

19.5.

All non-mechanical breakdowns are subject to the relevant callout fees being charged by the AA directly to the Customer and are not covered by the Excess Reduction Cover. Such non-mechanical breakdowns include but are not limited to:

- › Out of fuel / incorrect fuelling of the Camper.
 - › Wheel and tyre issues.
 - › Keys lost, broken or locked inside the Camper.
-



TERMS & CONDITIONS

- › Flat batteries.
- › A breakdown as a result of damage caused in an accident, including salvage.

19.6.

The AA service operates 24 hours, 7 days per week. However, for mechanical repairs outside office hours (including weekends and public holidays), some delays may occur.

19.7.

In the event of any accident, breakdown or incident involving the Camper, the Customer must:

- › Notify KIT of the full circumstances as soon as practicable and in any event within 24 hours from the time of the accident or incident.
- › Notify the appropriate New Zealand Emergency Services (Police, Ambulance, Fire) by calling "111" if the accident or incident involves an injury.
- › Record full details of all parties, including witnesses to, and any other vehicles involved in, the accident or incident.
- › Prepare a written statement of the facts signed by all parties, and obtain a copy of any Police report of the accident.

19.8.

In the event of an accident or incident involving the Camper, the Customer must not:

- › Make any admission of liability.
- › Arrange or undertake any repairs or salvage without KIT's prior consent except and only to the extent that repairs or salvage are necessary to prevent further damage to the Camper and/or other property.

19.9.

The availability of a replacement Camper is not guaranteed and is subject to availability, the Customer's location, accident liability and remaining Rental Term.

19.10.

Additional charges may accrue to the Customer in the event of an accident, breakdown or other incident, including:

- › If a replacement Camper is required as a result of an accident, the Customer is responsible for travelling at their own cost to the KIT branch or agreed alternative pickup location.
- › The Customer is responsible for the cost of transporting themselves and any passengers away from the accident location.
- › The Customer must pay for any costs relating to delivery of a replacement Camper. These costs apply irrespective of any Excess Reduction Cover applicable to the Rental Agreement.

19.11.

In the event a replacement Camper is given due to an accident, any Excess Reduction Cover is not transferable to the replacement Camper, and new Excess Reduction Cover must be arranged for the replacement Camper.

19.12.

Without limiting any other provision of the Rental Agreement, in the event of an accident, breakdown or equipment failure, whether or not a replacement Camper is available or accessible to the Customer, KIT shall not be liable for any resulting accommodation or living expenses that are incurred, nor personal expenses for missed activities unless such accident, breakdown or equipment failure has been caused by or contributed to by a breach of the Rental Agreement by or the negligent act, error or omission of KIT.

19.13.

Any mechanical or towing expenses required for the Camper must be authorised by KIT prior to the repairs or towing taking place or permitted in accordance with this clause. Otherwise, KIT reserves the right to hold the Customer liable for such costs.

19.14.

No replacement Camper shall be provided without receipt of a completed damage claim form. A fee of \$75 shall apply for processing each damage claim. This fee applies to all damage claims regardless of whether the Customer elects to use Excess Reduction Cover or has made their own travel insurance arrangements.

19.15.

If any compensation is approved by KIT due to an accident, breakdown or equipment failure, KIT by agreement may compensate the Customer the proportionate daily Fee for the period during which the Camper could not be used for its intended purpose. The daily Excess Reduction Cover costs and any other non-refundable fees as set out in the Rental Agreement shall not be included in any compensation.

20. BREACH OF CONTRACT/TERMINATION

20.1.

The Customer agrees that KIT shall have the right to refuse any rental and/or terminate the Rental Agreement and take immediate possession of the Camper without notification to the Customer if:

- › The Customer fails to comply with any of the material terms and conditions of the Rental Agreement;
 - › The Customer has obtained the Camper through fraud or misrepresentation;
 - › If the Camper is damaged; or
 - › In the reasonable opinion of KIT and/or the NZ Police the Authorised Driver(s) do not have sufficient skill or experience to operate the Camper in a safe manner, or the safety of the passengers or the Camper is at risk.
-



TERMS & CONDITIONS

20.2.

In such event:

- › The Customer shall not be entitled to a refund of part of the rental charges; and
- › The Customer shall be responsible for payment of any towing costs to return the Camper to the Return Point, plus a fee to cover the reasonable costs of KIT in arranging the return of the Camper up to a maximum of \$100.

20.3.

The termination of the Rental Agreement under this clause 20 shall be without prejudice to the other rights of KIT under the Rental Agreement or otherwise at law.

21. PPSR

21.1.

The following terms have their respective meanings in the Personal Property Securities Act 1999 ("PPSA") – financing statement, interested person, register, proceeds, security agreement and security interest.

21.2.

The Customer acknowledges that:

- › By hiring the Camper, KIT has a security interest in the Camper (and any proceeds) and that the Rental Agreement may constitute a security agreement;
- › Any security interest arising under the Rental Agreement attaches to the Camper when the Customer obtains possession of the Camper and not at any other time; and
- › KIT may perfect its security interest by lodging a financing statement on the PPSA register.

21.3.

KIT does not need to give the Customer any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.

21.4.

You must do anything reasonably required by KIT to enable KIT to register its security interest, with the priority it requires, and to maintain the registration.

22. GENERAL PROVISIONS

22.1.

The Rental Agreement shall be governed by and construed in accordance with the laws of New Zealand.

22.2.

The Customer acknowledges that KIT retains title to the Camper at all times. The Customer must not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let or hire or otherwise part with or attempt to part with the possession of the Camper.

22.3.

Except as expressly set out in this Agreement and the Consumer Guarantees Act 1993, KIT makes no warranties or other representations with respect to the Camper or services provided, and any implied warranties or representations are excluded.

22.4.

All charges and expenses payable by the Customer under this Agreement are due on demand by KIT including any collection costs and reasonable legal fees incurred by KIT.

22.5.

The Customer must not assign, transfer or novate this Agreement or any rights or obligations under this Agreement, without the prior written consent of KIT. The Customer authorises KIT to sub-contract the provision of any of the services under this Agreement as KIT may require in its absolute discretion from time to time and at any time.

22.6.

Any waiver by KIT of any rights available to us under this Agreement shall not be construed as an automatic waiver of these same rights or any other rights on any other occasion.

22.7.

The Rental Agreement constitutes the entire agreement of the parties. There are no other oral undertakings, oral representations, warranties or agreement between the parties relating to the subject matter of this Agreement that have been relied on by the Customer and KIT shall have no liability to the Customer under sections 9, 12A, 13 or 14(1) of the Fair Trading Act 1986 if the Customer hires the Camper in trade.

22.8.

To the extent that any clause or part of any clause is in any way unenforceable, invalid or illegal, such clause or part of any clause shall be read in such a manner so as to be enforceable, valid and legal. In the event this is not possible, the unenforceable, invalid or illegal clause or part of any clause shall be severed from the Rental Agreement without affecting the enforceability, validity or legality of the remaining clauses or parts of those clauses, which shall continue in full force and effect.

22.9.

In this Agreement, "including" and "includes" shall not be construed words of limitation.

22.10.

The Rental Agreement does not create a relationship of principal and agent, joint venture, partnership or fiduciary relationship between the parties.

22.11.

All references to "\$" in this Agreement refer to New Zealand dollars and all dollar amounts referred to include GST.



TERMS & CONDITIONS

23. PRIVACY

23.1.

KIT shall collect personal information about the Customer as part of the rental process.

23.2.

KIT may not be able to perform the Rental Agreement if all the information requested from the Customer is not provided.

23.3.

Any information collected by KIT shall be handled in accordance with KIT's Privacy Policy, which can be found on our website.

23.4.

The Customer agrees that KIT may collect, use and disclose the Customer's personal information (including but not limited to the location, usage and servicing of the Camper, your speed, distance travelled and locations visited) through GPS tracking and diagnostics and other electronic tools in accordance with KIT's Privacy policy.

23.5.

The Customer consents to KIT retaining the Customer's credit card information for a period of up to six months from the expiry or early termination of the Rental Agreement for the purposes set out at clauses 4.5, 4.9, 4.10, 10.3, 10.8 and 18 of these Terms and Conditions. KIT will retain the Customer's credit card information in accordance with the Payment Card Industry – Data Security Standard.

23.6.

Under the Privacy Act 1993, individuals have rights of access to, and correction of, their personal information.

24. DISPUTE RESOLUTION

24.1.

If you have any feedback about your experience with KIT, please let us know. KIT shall use reasonable endeavours to rectify or resolve any issues.

24.2.

If your concerns are not resolved to your satisfaction you may make a complaint to KIT in person at our offices, or by telephone, email or Post. KIT shall refer the matter to our internal complaint process.

24.3.

KIT shall acknowledge and attempt to resolve your complaint when it is received.

24.4.

If you are not happy with how the complaint has been resolved, you may wish to avail yourself of the external dispute resolution options available to New Zealand consumers. You may refer consumer law issues to New Zealand Consumer Affairs.

Please contact us through our website, or at the telephone number or email address below to discuss any issues or provide any feedback: www.kitcampers.co.nz, hello@kitcampers.co.nz
