

NCL Holdings Ltd

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Email: info@sunriseholidays.co.nz

GST No 114-970-764 / RSL No 0251752



Booking No:

Booking Value:

HIRER DETAILS:

Name:

Address:

Country:

Phone:

Email:

VEHICLE DETAILS:

Registration:

Model:

EXTRA ITEMS:

Baby/Child Seat

Other:

DRIVER DETAILS:

Main driver:

Licence No:

DOB: / /

Other driver:

Licence No:

DOB: / /

ACCEPTANCE OF THE TERMS AND CONDITIONS:

Hirer's obligations: The Hirer shall ensure that the fuel tanks are filled with the correct fuel and the fresh water tanks are not contaminated. The Hirer shall return the Vehicle in a reasonably clean and tidy condition, with a full fuel tank and LPG bottles, empty waste tanks, all vehicle equipment accounted for an undamaged. Failure to do so will result in loss of bond.

Mechanical repairs and accidents: The Hirer shall notify Sunrise Holidays immediately if the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage.

Liability: The Hirer acknowledges that he/she shall be liable in respect to the first \$5000 NZD of damage or loss referred to in the insurance cover specified in clause 37 unless liability reduction insurance is taken (clause 45).

Insurance: The Hirer acknowledges that he/she is aware of the insurance exclusions set out in clause 47.

Credit and debit card charges: The hirer agrees to the Operator charging all amounts incurred under this Rental Agreement to the Hirer's credit or debit card.

Child Restraint Disclaimer: Sunrise Holidays is able to assist with the installation of this child restraint, but gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the Vehicle. You accept full responsibility for the fitting and suitability of any such restraints fitted. In the event of an accident, Sunrise Holidays will NOT be liable for any loss or damage incurred in relation to child restraints. It is the legal responsibility of a child's parent or guardian to ensure that their child is properly restrained.

Awning and extra items: Awnings are not to be used when there is wind. The hirer will be liable for any damages caused to the campervan or awning by using the awning unsafely. Awning damage and damage to extra items will not be covered by insurance

I have read and acknowledged the above provisions and agree to be bound by them.

HIRER'S NAME:

DATE:

SIGNATURE:

COLLECTION LOCATION

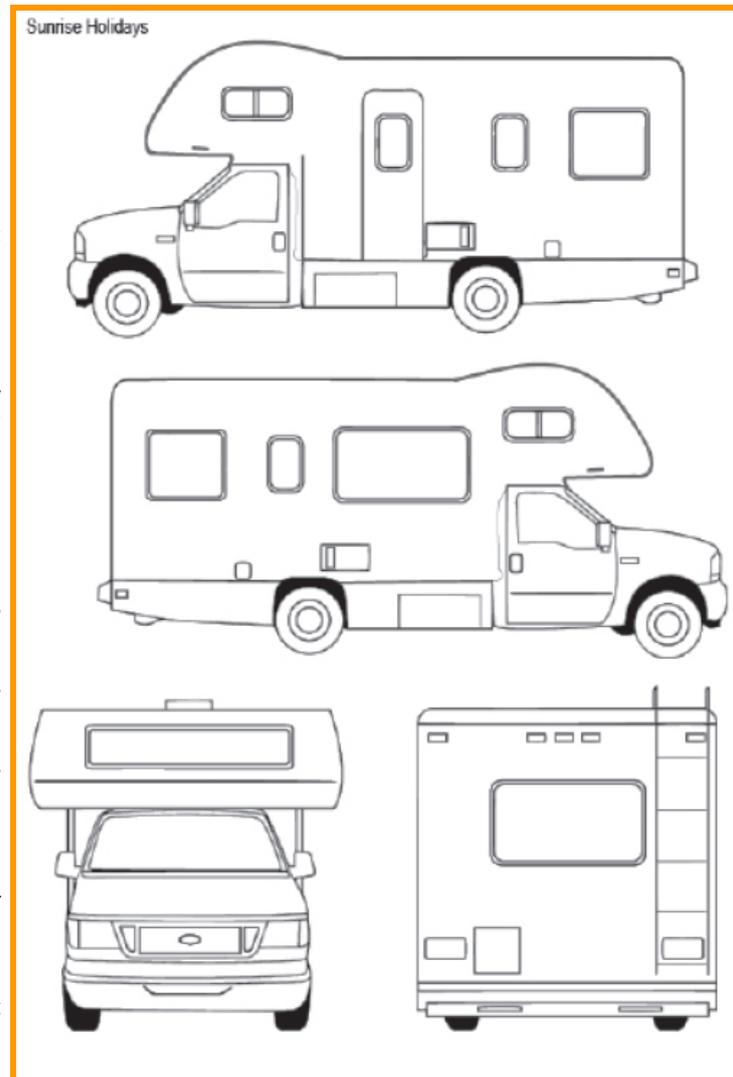
- Auckland Airport Area between 9am-5pm
Christchurch Airport between 9am-5pm
Date: Pick up time:
Rental Days:

DROP OFF LOCATION

- Auckland Airport Area between 9am-5pm
Christchurch Airport between 9am-5pm
Date: Drop off time:

INSURANCE OPTION

- None (standard insurance) Liability/bond: \$5000
Extra Cover \$29/day Liability/bond: \$950
All Inclusive \$49/day Liability/bond: Nil/\$0



ROAD USER CHARGES

Start Kms: Total Kms travelled:

Finish Kms:

SIGNATURE:

TERMS AND CONDITIONS

Effective August 1, 2019

This agreement is between NCL Holding Ltd ("Sunrise Holidays") 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.
2. This Agreement is governed by the laws of New Zealand.

GENERAL POLICY INFORMATION

1. Only the people listed on page 1 of this agreement will drive the vehicle.
2. Everyone driving the vehicle must have a valid full NZ or overseas driving licence (translated into English if necessary, or accompanied by an international driving permit) that is required for the class of vehicle.
3. All drivers will be aged 21 or over.

Disputes

4. If you believe you have been incorrectly charged or you have any other complaint about your experience, you must inform us by giving us a written complaint within 20 working days.
5. We will aim to resolve all complaints amicably and in good faith.
6. If you are unhappy with the outcome, you have the right to engage external dispute resolution options.

YOUR OBLIGATIONS

Payments

7. You will pay the amount specified in this agreement to the operator.
- a) At time of booking a non-refundable \$1000 deposit will be taken to secure the booking, with the balance due 35 days prior to the start of the hire.
- b) If the balance is not received 35 days prior to commencement of the hire, the operator reserves the right to treat the booking as cancelled.
- c) If the term of hire is later extended, you will pay the additional amount when the extension is confirmed. Extensions are subject to availability and are calculated at the daily rental rate on the date booked.
8. You may also be liable for any relevant additional charges for:

- a) Road User Charges,
- b) charges for fuel,
- c) late return,
- d) damage to or repair of the vehicle (subject to other terms in this agreement),
- e) costs incurred for the Operator through salvage or loss of revenue resulting from the hire,
- f) any enforcement charges relating to such damage or repairs (including legal costs),
- g) traffic fines, infringement fees, toll charges and the administration costs relating to these.
9. Prior to starting your hire you must give us your credit card details. If any loss occurs, we will charge the loss based on the actual costs to your credit card. You may pay using another method as agreed, at the operator's discretion.
10. All payments shall be made in New Zealand dollars. The following credit or debit cards will be accepted: Visa, Mastercard and bank transfer. A non-refundable 2.5% administration fee will apply to Visa and Mastercard transactions.
11. 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. Late pick up or early return of the vehicle will not mean any refund of the unused portion of the rental.
12. In the event of any damage or loss, we will deduct the whole excess from your credit card held on file. When the repair cost is confirmed, this will be deducted from the excess and the balance will be refunded back to the card.
13. On payment of liability reduction insurance by the Hirer, the bond payable by the Hirer is reduced either to NZ\$1000 (Extra Cover) or to \$0 (Value pack). How to use the vehicle
14. You must never:

- a) Use or let anyone else use the vehicle to transport passengers for hire or reward unless you let us know in writing, and you are appropriately licensed under Part 4A of the Land Transport Act 1998 ("the Act");
 - b) Sublet or hire the vehicle to anyone else;
 - c) Allow the vehicle to be used outside of our authority;
 - d) Drive or let anyone else drive the vehicle in breach of sections 56, 57, 57AA, 57A or 58 of the Act;
 - e) Drive or let anyone else drive the vehicle in any race, speed test, rally or contest;
 - f) Use the vehicle or let anyone else use the vehicle in breach of the Act, the Land Transport (Road User) Rule 2004, the Freedom Camping Act 2011, or any other Act, regulation, rule or bylaw about road traffic;
 - g) Use the vehicle or let anyone else use the vehicle to transport more passengers or goods than set in the certificate of loading and/or RUC certificate (whichever sets less); or
 - h) Drive on Skippers Road (Queenstown), Ninety Mile Beach (Northland), Ball Hut Road (Mt. Cook) and North of Colville Township (Coromandel Peninsula) or on any beach, driveway, or surface likely damage the Vehicle.
15. It is your responsibility to ensure that:
 - a) You take reasonable care when driving and parking the vehicle;
 - b) You maintain the water in the vehicle's radiator and battery at the proper level;
 - c) You maintain the oil in the vehicle at the proper level;
 - d) You maintain the tyres at the proper pressure;
 - e) The vehicle is secure and locked whenever it is not being used;
 - f) Nobody interferes with the distance recorder or speedometer;
 - g) Nobody interferes with any part of the engine, transmission, braking or suspension systems;
 - h) If a warning light appears, or you believe the vehicle needs mechanical attention, you stop driving and contact us at once; and
 - i) You keep a copy of this agreement in the vehicle during the hire.

Accidents

16. Regardless of who is at fault, if the vehicle is involved in an accident, is damaged, breaks down or needs repair or salvage, you must notify us at once. Failure to do so may affect any claims for compensation.
17. You must not arrange or carry out any repairs or salvage without our approval, unless this is necessary to prevent further damage to the vehicle or other property.
18. The operator's liability does not extend to out of pocket expenses, accommodation charges or meals resulting from a breakdown or accident.
19. All Vehicles are registered for 24-hour roadside assistance. This service covers any mechanical faults with the Vehicle.
20. In the event the vehicle is rendered not driveable after an accident, if in the opinion of a reasonable person, the hirer is to blame, the unused portion of the hire will not be refunded. Return of the vehicle
21. You must return the vehicle before or at the end of the hire period to the address set out on page 1 of this agreement, or to a Sunrise Holidays representative as agreed by prior arrangement.
22. Failure to return the vehicle will incur a late fee of NZ\$100 per day, in addition to the daily rental rate until the vehicle is returned.
23. The Hirer shall return the Vehicle with:
 - a) full diesel tank; failure to do so shall result in a charge of \$150
 - b) full LPG bottles; failure to do so shall result in a charge of \$60
 - c) empty waste tanks; failure to do so shall result in a charge of \$50
 - d) toilet cassette; failure to do so shall result in a charge of \$150
 - e) all Vehicle equipment accounted for and undamaged: the Hirer is liable for any vehicle equipment that is damaged or not accounted for.
24. Smoking is prohibited in the vehicles; a cleaning and deodorising process of \$1000 including GST will be charged.

OUR RESPONSIBILITIES

25. We will make sure the vehicle is in a safe and road worthy condition and displays a valid and current Certificate of Fitness. 26. If the vehicle needs repair or replacement, we will discuss your options with you to minimise your inconvenience.
27. If the reserved vehicle is not available for reasons outside our control, then we may substitute with a comparable or superior vehicle at no extra cost. Such vehicle substitution does not constitute a breach of contract and will not entitle you to any form of refund. If no substitute vehicle is available, the operator's liability will be limited to a refund of the hire charge in full. In the case of a mechanical failure (unless caused by the hirer), we will endeavour to replace the vehicle with one of similar capacity and quality, or will reimburse you for the remainder of the term of hire.

AMENDING OR CANCELLING THIS HIRE AGREEMENT

28. If the Hirer cancels the hire agreement:
 - a) more than 35 days prior to pick up then only the deposit will be retained as a cancellation fee;
 - b) 35 days or less prior to pick up then a cancellation fee of 30% of the total hire cost applies;
 - c) less than 21 days prior to pick up then a cancellation fee of 50% of the total hire cost applies;
 - d) less than 14 days prior to or on the day of pick up then no refund will be given.
29. If the length of hire is reduced once a booking has been made:
 - a) less than 35 days prior to pick up then an amendment fee of 50% of the hire cost for the cancelled days applies;
 - b) less than 14 days prior to or on the day of pick up then no refund will be given for the cancelled days.

30.
 - a) 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.
 - b) 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.
- Dangerous driving*
32. If we reasonably believe that your driving will likely cause danger to yourself or anyone else, we may:
 - a) cancel this agreement at once by giving you either verbal or written notice, and
 - b) elect to discuss circumstances of your cancellation with other rental companies to promote safe driving in New Zealand. If we cancel the agreement because of this, you must return the vehicle to the address set out on page 1 of this agreement as soon as reasonably possible.
33. If the Operator cancels the hire agreement upon the advice of the New Zealand Police or judiciary then no refund will be given.
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 clauses 27, 28 and 29 apply.

PRIVACY

35. We will collect, hold and use your personal information for purposes related to the hire of the vehicle. We may disclose such personal information to third parties legitimately seeking to recover debts incurred as a result of your use of the vehicle. 36. You retain rights of access to, and correction of, your personal information.

LIABILITY

37. You are liable for any:
 - a) loss or damage to the vehicle and its accessories (excluding fair wear and tear),
 - b) consequential loss, damage or costs we have to pay, including salvage costs, and
 - c) loss or damage to vehicles and property of third parties arising during the hire, that is caused by you or anyone driving the vehicle.

INSURANCE

38. Our fleet is insured under a policy of motor vehicle insurance ("Policy") from a person or company licensed to carry on insurance business in New Zealand under the Insurance (Prudential Supervision) Act 2010.
39. Please note that we are not providing insurance services to you. We are only managing the insurance provided under the Policy. We reserve the right to decide whether to claim under the Policy. If the vehicle is damaged, you must contact us at once and only deal with us.
40. Everyone named on page 1 of this agreement is covered against the losses set out in clause 36 - Liability under the Policy. What the insurer will pay:
41. You are insured under the Policy up to the value of NZ\$1,000,000 in respect of any damage to any property (including injury to any animal) belonging to any person and arising out of the use of the Vehicle.
42. You can make your own insurance arrangements if we are satisfied that the other insurance is comparable to the cover under the Policy.
43. You are liable for payment of the applicable insurance excess in the case of damage to, or accidents involving the vehicle, if you have not taken liability reduction insurance.
44. Sunrise Holidays rental charge includes a Standard Liability excess of \$5,000 including GST.
45. The Standard Liability excess can be reduced if you purchase one of the following Reduction Options:

- a) Extra Cover: A liability excess of \$1000 including GST applies & Windscreen cover is included. You can purchase the extra cover option by paying to Sunrise Holidays \$29 including GST per day. This total liability option charge is limited to a maximum of 50 days or \$1,450 including GST. b) Value Pack: A \$0 (nil) Liability excess applies, Windscreen cover and the Road User Charge (RUCs) are included. You can purchase the value pack option by paying to Sunrise Holidays \$49 including GST per day. This total liability option charge is limited to a maximum of 50 days or \$2,450 including GST.
46. Where the total cost of a claim is less than the excess then the Hirer shall be liable to pay that lesser amount.

What is not covered under the Policy, regardless of whether you have purchased excess reduction:

47. You will not be covered under the Policy and will have to pay for all costs referred to in clause 36 if:
 - a) you or anyone driving the vehicle is under the influence of any intoxicating substance ie, drug or alcohol;
 - b) the vehicle is used in an unsafe or damaged condition, and the person driving the vehicle was or should have been aware of this
 - c) you or anyone else drives the vehicle in any race, speed test, rally, hill climbing or contest;
 - d) anyone drives the vehicle who is not named on page 1 of this agreement, or does not have a valid and full drivers licence;
 - e) you or anyone else driving the vehicle causes any loss or damage by committing any intentional or reckless act or omissions, including a reckless or intentional serious traffic offence;
 - f) you have chosen to make your own insurance arrangements
 - g) the Vehicle is 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;
 - h) the fuel or freshwater tanks are contaminated;
48. The insurance cover will only be invalidated if the loss was caused or contributed to by any circumstances listed in clause 47.

INFRINGEMENTS OFFENCES

49. You will be liable for the following infringement offences committed during the hire:
 - a) a speeding offence,
 - b) a toll offence, or
 - c) an offence for not keeping to a traffic signal direction, detected by vehicle surveillance equipment
 - d) an offence for parking on a road that breaches any bylaw or road controlling authority
 - e) an offence against Part 6 of the Land Transport (Road User) Rule 2004
 - f) an offence under section 20(1) of the Freedom Camping Act 2001.
50. If you commit an infringement offence, you must pay any infringement fee and costs due.

51. We may elect to transfer liability for any infringement offence from us as the registered owner of the vehicle to you as the driver. If so, we will pass on your name, address, date of birth, and driver licence number to the relevant infringement authority.

52. If we receive an infringement notice or reminder notice for an infringement offence committed during the hire, we will send you a copy of the notice and this agreement within 5 working days.

53. After receiving an infringement notice, we will let you know that your credit card may be charged the set infringement fee once we receive the reminder notice.

54. If we only receive the reminder notice, we will let you know that your credit card may be charged the set infringement fee because you have not paid before we charge you.

Your rights:

55. 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). sequential loss or damage, during the term of this hire, or during any authorized extensions to the term up to the applicable excess amount.

INDEMNITY

56. We may assist you with installation of a child restraint. However, we will not be liable for any loss or damage incurred 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.

57. 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.



Sunrise Holidays Campervan Hire