

Booking Conditions (NZ) – From 21 October 2020

Please read these conditions carefully before you book with us. These conditions tell you who we are, how products will be provided to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these conditions, please contact us to discuss.

1. DEFINITIONS & INTERPRETATION

1.1 Definitions: In these conditions, the following definitions apply:

“Agent”: Quirky Campers NZ Limited a company registered in New Zealand with company number 7480876 whose registered office is 67 Paturoa Road, Titirangi, Auckland 0604;

“Booking”: the reservation of the Campervan including the administration involved in documenting the reservation, and all other matters arising from and related to the reservation;

“Booking Confirmation Email”: the email which will be sent by the Agent to you as soon as possible following receipt of your Booking and the Deposit;

“Booking Dates”: the dates for which the Booking is made, and which will be in the Booking Confirmation Email;

“Booking Fee”: the total sum payable by the Customer for the Booking;

“Booking Information”: all relevant information for the Booking requested by the Agent from the Customer and any other information reasonably requested by the Owner;

“Campervan”: the campervan which is the subject of this Booking, the details of which will be provided in the Booking Confirmation Email;

“Customer”: means the person making the Booking;

“Deposit”: 20% of the Booking Fee;

“Owner”: the owner of the Campervan whose details will be provided in the Booking Confirmation Email;

“Remaining Fee”: the Booking Fee minus the Deposit;

“Security Deposit”: the sum of \$500.

1.2 Interpretation: In these conditions, the following rules apply:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to writing or written includes e-mails but not faxes.

2. THESE CONDITIONS

2.1 We are the Agent in these conditions, and you are the Customer.

2.2 We are acting as agent on behalf of the Owner.

2.3 The Owner is responsible for your stay and the contractual relationship is between the Owner and you.

2.4 These conditions shall apply to the Booking and shall continue to apply up to and including the Booking Dates.

3. BOOKING AND PAYMENTS

3.1 Where you wish to make a Booking you will:

3.1.1 provide honest and accurate Booking Information;

3.1.2 pay to us the Deposit via credit card or bank transfer;

3.1.3 permit the Agency to check the status of your driving licence and the driving licence of anyone else who will drive the Campervan during the Booking; and

3.1.4 pay the Security Deposit to the Agent via credit card or bank transfer;

3.2 Upon receipt of a Deposit from you the Booking Dates will be held, and an email confirming the Booking will be sent by the Agent to you within 24 hours.



3.3 The Deposit is non-refundable and shall be payable in all cases where the Booking Dates are more than 4 weeks from the date upon which you make a Booking.

3.4 Where the Booking Dates are less than 4 weeks from the date upon which you make a Booking, the whole Booking Fee will be payable.

3.5 Where the Booking Dates are more than 4 weeks from the date upon which you make a Booking, you will pay the Remaining Fee 4 weeks before the Booking Dates commence. The Agent will send you a reminder 1 week before the Remaining Fee becomes due.

3.6 If you fail to pay the Remaining Fee on time, the Booking will be cancelled and the Deposit will be forfeited.

3.7 The Booking includes use of the Campervan for the Booking Dates and:

3.7.1 unlimited kilometres

3.7.2 insurance and breakdown cover (insurance subject to conditions below); and

3.7.3 any extras provided by the Owner as standard with any Booking.

3.8 Road User Charges (diesel vehicles only)

3.8.1 The vehicle kilometres will be recorded at the start and end of the booking from the odometer and the Owner will calculate the total number of kilometres driven whilst on hire.

3.8.2 "Road User Charges" (RUCs) will be charged for all kilometres travelled multiplied by the rate set by the New Zealand Transport Agency (NZTA) – currently \$0.076/km (since 1 July 2020) – i.e. a round trip of 500km will attract a charge of \$38 which will be automatically deducted from the credit card used after the trip.

3.9 You will be responsible for providing your own child seats for the Campervan as required.

3.10 The Owner will organise direct with you to meet on or before the commencement of the Booking Dates to hand over the Campervan. At this meeting you will:

3.10.1 show the Owner your driving licence and the driving licence of anyone else who will drive the Campervan during the Booking and allow the Owner to take a copy; and

3.10.2 provide the Owner with proof of your residential address and allow the Owner to take a

copy. Acceptable proof of address for the purposes of this clause will be any of the following which is dated within 90 days prior to the Booking Date and has an address which matches the address of your driving licence:

- a) utility bill;
- b) bank statement;
- c) council rates bill
- d) TV/internet/telephone bill; or
- e) credit card bill

3.11 The Security Deposit will be released by the Owner to you no later than 1 week after safe return of the Campervan in the same condition as it was in at the commencement of the Booking Dates, and with a full tank of fuel.

3.12 You acknowledge and agree that we will provide the Booking Information (which will include your personal details) to the Owner for the purposes of the Owner communicating with you about your Booking. We will also use your personal data to contact you about your Booking.

3.13 You agree to comply with any policies, instructions or guidelines provided by the Owner of the Campervan.

4. CANCELLATION

4.1 Cancellation of the Booking by you at any time will result in the Deposit being forfeited.

4.2 The Remaining Fee is non-refundable if you cancel the Booking within 4 weeks of the commencement of the Booking Dates.

4.3 Where you cancel a Booking more than 4 weeks in advance of the commencement of the Booking Dates and have already paid the Booking Fee, the Agent will refund to you such sum which is equivalent to the Remaining Fee.

4.4 If the Campervan becomes unavailable for the Booking due to mechanical failure, the Agent will use its reasonable endeavours to source a suitable alternative vehicle. Where no alternative vehicle can be found, the Booking will be cancelled and we will issue a full refund of the Booking Fee.

4.5 If the Campervan suffers a mechanical failure during the Booking which:

- 4.5.1 cannot be resolved under the Owner's breakdown cover in accordance with clause 6; and

4.5.2 means that you are unable to use the Campervan for the full Booking Dates we shall refund you an apportioned sum of the Booking Fee which will represent those days of the Booking Dates on which you have been unable to use the Campervan.

5. INSURANCE

5.1 the Agent has in place specialist insurance cover for the Campervan while on hire, the details of which will be provided in the Booking Confirmation Email together with criteria which you must meet in order to be covered by the insurance.

5.2 If you do not meet the insurance criteria you must inform the Agent as soon as possible and in any event prior to the Booking Dates.

5.3 Where you inform the Agent of your failure to meet the criteria in clause 5.1 above, the Agent shall investigate with their insurer whether you can be covered by their policy. Any additional insurance cover required may increase the Booking Fee and in the event that the Booking Fee does increase, the Agent will inform you as soon as possible.

5.4 The standard insurance excess is \$1000 NZD but may be higher based on the details of the drivers (age, previous claims etc.). The excess amount for the Booking will be confirmed when the Booking Fee has been paid, and the Booking Information has been provided.

5.5 You shall be liable for the insurance excess in the event of the Campervan being damaged or a claim being made under the insurance policy in relation to the Booking.

5.6 You shall be liable for any damage to the Campervan arising from your negligence or the negligence of any person who enters the Campervan with your permission.

6. BREAKDOWN COVER

6.1 The Agent will maintain breakdown cover for the Campervan while on hire and will provide the relevant details to you when they meet you to handover the Campervan for the Booking.

6.2 Should the Campervan suffer a mechanical failure during the Booking, and it is not possible for the Campervan to be fixed at the roadside under the Agent's breakdown cover, you will be transported back to the normal pick up location for the Campervan.

7. AMENDMENTS TO BOOKING

7.1 You may request an amendment to the Booking Dates provided that the Agent receives such a request at least 4 weeks before the Booking Dates.

7.2 Approval of any request you make under clause 7.1 shall be:

7.2.1 at the discretion of the Agent and the Owner;

7.2.2 subject to the availability of the Campervan for the amended dates you have requested; and

7.2.3 subject to a \$50 administration fee.

7.3 Where the Booking Dates are amended in accordance with this clause 7, the Agent will recalculate the Booking Fee and:

7.3.1 where the Booking Fee for the amended dates is higher than the original dates, you will pay to the Agent immediately upon request any additional sum required; and

7.3.2 where the Booking Fee for the amended dates is lower than the original dates, the Agent will shall refund to you any overpayment which has already been received in respect of the original dates. Where you have only paid a Deposit when the amendment to the Booking is approved, the Agent can agree with you that the Agent will retain the Deposit for the original booking, and the Remaining Fee payable by you will be reduced so that you pay the correct Booking Fee for the amended booking.

8. PRICING AND INFORMATION

8.1 The Booking Fees shown on the Agent's website are not binding and are subject to change from time to time.

8.2 Information shown on the Agent's website is correct to the best of the Agent's knowledge, but we will not be liable for any inaccuracies.

8.3 The Agent will not be liable for any information found on a third party website which is not directly owned or controlled by the Agent.

9. PETS

9.1 You are not permitted to have any animals in the Campervan unless the consent of us and the Owner has been given in advance in writing.

9.2 Any animal which is permitted in the Campervan in accordance with clause 9.1 above shall be kept under

control at all times and shall never be left in the Campervan unsupervised.

9.3 A sum may be deducted from your Security Deposit if the presence of an animal in the Campervan results in any damage to the Campervan or any additional cleaning being required.

10. COMPLAINTS

10.1 In the event that you have any complaint about the Booking or the Campervan you should raise this direct with the Owner as soon as possible.

10.2 The Owner will use their reasonable endeavours to resolve any issue raised by you as soon as practicable. In the event that a complaint is not resolved by the Owner to your satisfaction, you should inform us, the Agent, and we will use our discretion in seeking a resolution.

11. RESPONSIBILITY FOR LOSS, DAMAGE AND LEGAL OFFENCES

11.1 Nothing in these conditions excludes or limits the liability of the Agent or the Owner:

11.1.1 for death or personal injury caused by our negligence or the Owner's negligence; or

11.1.2 for any matter which it would be illegal for the Agent or the Owner to exclude or attempt to exclude our liability.

11.2 You will take responsibility for your own possessions and shall ensure that they are kept safely locked in the Campervan during the Booking. The Agent and the Owner accept no liability for any accident, loss of property or personal injury suffered by you during the Booking. Please note the insurance policy covers the Owner's vehicle and fixed/non-fixed contents but not the belongings of the customer – these should/can be covered by your own travel insurance.

11.3 The Agent shall not be liable for any act, neglect or default on the part of the Owner or any other person not within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or Campervan, which you or any other person may suffer or incur arising out of, or in any way connected with the Booking unless the Agent is responsible.

11.4 The Owner shall not be liable for any accident, damage, loss, injury, expense or inconvenience which you or any other person may suffer or incur arising out

of, or in any way connected with the Booking unless the Owner is responsible.

11.5 You acknowledge and agree that you are liable for any Infringement Fees as a result of:

11.5.1 Parking in any portion of the road in breach of any by-law of a road controlling authority or part 6 of the Land Transport (Road User) Rule 2004;

11.5.2 a Speeding offence or an offence in respect of failure to comply with the directions given by a traffic signal or toll;

11.5.3 an offence under section 20(1) of the Freedom Camping Act 2001 involving the use of the Campervan where the offence to which the infringement fee relates was committed during the Rental Period.

12. ENDING THE BOOKING

12.1 Without limiting our respective other rights or remedies, we or the Owner may terminate the Booking with immediate effect if you or any of your party breaches any of these conditions.

13. OTHER IMPORTANT TERMS

13.1 We may transfer our rights and obligations under these conditions to another organisation. We will contact you if we plan to do this.

13.2 The Booking is personal to you and you cannot transfer your rights or your obligations under these conditions to another person.

13.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these conditions operates separately. If any court or relevant authority decided that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

13.5 Nobody other than the Agent, the Owner or you shall have any rights under these conditions. No other person shall have any rights to enforce any conditions.



13.6 If you acquire or hold yourself out as acquiring the Campervan rental in trade, the provisions of the Consumer Guarantees act 1993 will not apply. Otherwise nothing in these Conditions affects your rights under the Consumer Guarantees act 1993 and you shall have the benefit of the guarantees under that legislation.

13.7 The rental of the Campervan under this agreement is a Short Term Hiring and you acknowledge that the hiring does not give rise to a security interest and agree to take all steps necessary to ensure that the Campervan does not become subject to a Security Interest by virtue of your possession of the Campervan.

13.6 These conditions are governed by New Zealand law and you can bring legal proceedings in the New Zealand courts.