



# CAMPING KIT RENTAL AGREEMENT

## TERMS & CONDITIONS

### OVERVIEW OF AGREEMENT

1. This rental agreement ("Agreement") is made between the rental service operator LandRoamer Ltd. (hereinafter referred to as "LandRoamer" and / or "Us") and the hirer and / or person(s) named in your Reservation and/or Schedule 1 ("Hirer").

### DESCRIPTION AND TERM OF HIRE

2. LandRoamer will let, and the Hirer will take, the Camping Equipment ("Camp Kit"), along with any associated camping or recreation accessories as detailed in Schedule 1 (the Accessories), for the term of hire as described in your Reservation ("Hire Period").

3. Bookings will only be confirmed once the Fee is paid by the Hirer. Should the camp kit booked be unavailable through unforeseen circumstances, LandRoamer reserves the right to substitute an alternative camp kit as close a substitute as possible. In this event, LandRoamer will refund the Hirer the difference, if any, between the Fee for the booked item and the camp kit provided or cancel the booking and refund the hirer all monies paid to LandRoamer.

### PAYMENTS BY HIRER

4. The Hirer must pay LandRoamer for the hire of the camp kit the sum or sums specified in your Reservation (the "Fee"). If the booking is cancelled by the hirer, the fee will not be refunded. The Fee is including GST.

5. In addition to the payment specified in your Reservation, the Hirer acknowledges that s/he will be liable to pay LandRoamer any applicable additional charges. These may include but are not limited to charges for late return, damage to or repair of the Camp Kit (subject to the other terms of this Agreement) and the supplied Accessories, any enforcement charges relating to such damage or repairs (including legal costs). Landroamer is entitled to deduct any such charges from the Hirer's credit card or from the Bond either during or after the term of hire is completed.

### USE OF THE CAMP KIT

6. The Hirer must not:

- sublet or hire the Camp Kit to any other person;
- allow the Camp Kit to be used or dealt with in any way outside his/her authority;
- Use the Camp Kit or allow it to be used in circumstances that constitute a breach of any legislation, regulation, rule, or bylaw,

d) in particular but not limited to the Freedom Camping Act 2011;

### HIRER'S ACKNOWLEDGEMENT AND OBLIGATIONS

7. The Hirer acknowledges that the Camp Kit remains the property of LandRoamer notwithstanding the delivery of the Camp Kit to the Hirer's possession and use of the Camp Kit. The Hirer must not without LandRoamer's prior written consent agree, or attempt, or purport to agree to sell, assign, sublet, lend, pledge, mortgage, let on hire, grant a security interest in or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Camp Kit or any part of the Camp Kit.

8. The Hirer must comply with this Agreement, the Instruction Manual and any information provided by LandRoamer.

### THE HIRER MUST ENSURE THAT:

- he/she uses best endeavours to ensure that the Camp Kit is used in a prudent and cautious manner;
- he/she uses best endeavours when using the Camp Kit to ensure no damage to the Camp Kit or injury to any person arises;

- c) and will not cause damage to the Camp Kit or harm to any person;
- d) he/she acts in a security conscious manner (including making sure all valuables are out of sight) and ensures the Camp Kit is visible to the Hirer at all times so the accessories and contents are secure and not at risk of theft or damage.
- e) no part of the Camp Kit or Accessories are altered, modified, tampered with, damaged or repaired without LandRoamer's prior written consent;
- f) no one smokes inside the tent or annex;
- g) good care is taken of the Accessories, they are used in accordance with use instructions and/or manuals, and the Hirer return's the Accessories clean and in the condition they were in at the commencement of the Hire Period and will be responsible for any damage caused to the Accessories during the Hire Period;
- h) the Camp Kit is not used beyond the term of this Agreement or any agreed extension of the term without LandRoamer's permission;
- i) any costs incurred by LandRoamer in recovering outstanding charges or fees owed to it, plus interest accruing at 15% per annum are payable by the Hirer in accordance with this Agreement;
- j) no pets or animals enter the tent/annex,
- k) the Camp Kit is not taken out of New Zealand.

**LANDROAMER'S OBLIGATIONS**

9. LandRoamer will supply the Camp Kit in a safe condition and will comply with the obligations upon it set out in this Agreement.

**REPAIRS AND ACCIDENTS**

10. If the Camp Kit, is damaged, or requires repair or salvage, regardless of cause, the Hirer must notify LandRoamer of the full circumstances immediately.

11. The Hirer must not arrange or undertake any repairs or salvage without Landroamer's authority except to the extent that repairs or salvage are necessary to prevent further damage to the Camp Kit, to other property, or to prevent injury to a person.

12. LandRoamer is not responsible for any consequential expenses or additional costs incurred in hiring alternative Camping equipment, late arrival, missed ferries, accommodation, travel expenses or any third-party claims in connection with a damage or accident.

**RETURN OF CAMP KIT**

13. The Hirer must, at or before the expiry of the term of hire, deliver the Camp Kit to the place set out in the Reservation, or obtain LandRoamer's express consent to the continuation of the hire (in which case the Hirer must pay additional hire charges for the extended term of hire). If the Hirer does not comply with this clause 13, the Hirer will be liable for additional charges for the late return of the Vehicle which run at \$100 per half day in addition to being liable for the full daily rate (the Fee divided by the number of days hired) for any time over/past the Hire Period.

14. The Camp Kit must be returned in a clean condition. This means all rubbish must be removed, and mud/dirt must be cleaned from inside and outside of the Tent, crockery and cooking utensils must be washed. If the Camp Kit is not returned in a clean and odour free condition and free of mud/dirt/food & cooking residue, LandRoamer reserves the right to retain a \$400 soiling fee from the Bond or otherwise deduct it from the Hirer.

15. The Hirer must not change the drop off destination from that specified in the Reservation unless the Hirer has first obtained express authorisation from LandRoamer. Irrespective of the reason for the change in drop off destination, an additional fee of up to \$1000

plus any costs required to relocate the Camp Kit to the original agreed drop off location may be charged by LandRoamer, in the amount notified to the Hirer at the time of approval of the change of drop off. In accordance with clause 18, further fees relating to the extension of the hire period may be payable if the Camp Kit is not returned by the time/date of return set out in Reservation.

**LIABILITY**

16. LandRoamer is not liable for any damage, injury, loss or direct, indirect or consequential costs suffered or caused by the Hirer to themselves or a third party when using the Camp Kit or Accessories during the Hire Period.

17. The Hirer is liable for:

- a) any loss of, or damage to, the Camp Kit and the Accessories and any consequential damage, loss or costs incurred by LandRoamer, including salvage and administration costs;
- b) any costs, loss of, or damage to, Camp Kit and/or property of third parties, arising during the Hire Period.

**INSURANCE**

18. Our Camp kits are covered by a Standard Business Insurance with an excess of NZ\$500.00. and in the event of any damage to the Camp Kit the Hirer hereby authorises LandRoamer to debit this sum from their credit card and/or deduct from the Bond.

19. In the event that the Camp Kit is lost, stolen or damaged during the Hire Period, or has become unsafe, the Hirer will be liable for the Rent for that portion of the Hire Period during which the Camp Kit is being recovered and repaired or replaced and any costs incurred by LandRoamer to recover and repair or replace the Camp Kit.

Initial: \_\_\_\_\_

20. In case of any insurance claim being made, LandRoamer will deduct the excess from the Bond paid. If this amount is not sufficient to cover the excess (for example because other monies are required to be deducted) the Hirer agrees to pay the difference within 7 days or agrees that LandRoamer can deduct this sum from the Hirer's credit card.

21. The Hirer is responsible for insuring his / her personal belongings.

## **BOND**

22. On or before pickup of the Vehicle the Hirer must pay a Bond. The amount payable is set out in the Reservation, and LandRoamer retains the right to keep/draw on the bond for up to 4 weeks after the hire ends.

23. The Bond is fully refundable to the Hirer provided the Camp Kit and all Accessories are returned undamaged in the same condition immediately before the hire and this Agreement has been fully complied with. If loss occurs under this Agreement by virtue of the Hirer's action or inaction, or any amount becomes owed under this Agreement, it may be deducted to the value of the loss, plus an administration fee of \$50. Retention of all or part of the Bond is at LandRoamer's discretion depending on the extent of the loss, damage, or breach. The Bond may also be used to put the Camp Kit or Accessories in the same condition as they were in before the hire including for repairs, replacement, or cleaning costs etc.

## **INFRINGEMENT OFFENCES**

24. The Hirer is liable for any offence committed during the period of hire including but not limited to any offence under the Freedom Camping Act 2011.

25. The Hirer must pay any infringement fee and costs that may become payable because of an infringement notice served on LandRoamer for any offences and the Hirer authorises LandRoamer to debit their credit card or deduct

from the Bond such infringement fee and costs, including an administration cost of up to \$50 per infringement notice received.

## **CANCELLATIONS**

26. Cancellation fees apply as follows: All bookings are final, and no refunds are available.

## **PRIVACY POLICY**

27. LandRoamer may collect information about the Hirer in connection with the performance of this Agreement, including but not limited to a "ID Check". The Hirer may not be entitled to perform this Agreement if all the information requested is not provided. LandRoamer may disclose such information to third parties for the purposes of performing this Agreement. LandRoamer will comply with the Privacy Act 1993 in connection with the collection and use of such information.

## **TERMINATING THE AGREEMENT AND TAKING POSSESSION OF THE CAMP KIT**

28. The Hirer acknowledges that LandRoamer may refuse any rental, terminate this Agreement and/or take back / repossess the Camp Kit (and for that purpose enter upon any premises and remove the Camp Kit) at any time, without notification to the Hirer, and that the Hirer will pay the reasonable costs of repossessing the Camp Kit, including transport charges in any of the following situations:

- a) the Hirer in breach of any term of this Agreement;
- b) the Hirer has obtained the Camp Kit through fraud or misrepresentation;
- c) the Camp Kit appears to be abandoned;
- d) the Camp Kit is not returned on the agreed return date or LandRoamer reasonably believe that the Camp Kit will not be returned on the agreed return date; or

e) LandRoamer considers that the safety of any person or the condition of the Camp Kit is at risk.

29. The Hirer understands and agrees that in the event of such termination or repossession, the Hirer has no right to a refund of any part of the Fee, the Bond, or any other charges under this Agreement.

30. During the Hire Period the Hirer authorises LandRoamer and its associates to enter any premises where we reasonably believe the Camp Kit is located to examine its state of repair and operation.

## **RELEASE AND INDEMNITY OF LANDROAMER**

31. The Hirer releases LandRoamer from any liability to the Hirer as set out in the Reservation (regardless of who is at fault), for any loss or damage incurred by the Hirer by reason of rental, possession or use of the Camp Kit. The Hirer hereby indemnifies and shall keep indemnified LandRoamer against any claims, demands and expenses (including legal costs) incurred or sustained by it by reason of the Hirer's use and/or possession of the Camp Kit.

## **COMPLETENESS**

32. This Agreement forms the entire agreement between Us and the Hirer. There are no warranties or undertakings by Us to the Hirer other than what is contained in this Agreement.

## **SEVERABILITY**

33. If any provision of this Agreement is or at any time becomes void or unenforceable the remaining provisions will continue in full force and effect.

## **JURISDICTION**

34. This Agreement is governed by New Zealand law and any disputes arising under this Agreement shall be determined in New Zealand.