



# VEHICLE RENTAL AGREEMENT

## TERMS & CONDITIONS

### OVERVIEW OF AGREEMENT

1. This rental vehicle 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 as driver(s) in your Reservation and/or Schedule 1 ("Hirer").

### VEHICLE DESCRIPTION AND TERM OF HIRE

2. LandRoamer will let, and the Hirer will take, the motor vehicle ("Vehicle"), 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 vehicle booked be unavailable through unforeseen circumstances, LandRoamer reserves the right to substitute an alternative vehicle 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 Vehicle provided or cancel the booking and refund the hirer all monies paid to LandRoamer. Please note a substitute vehicle may be with a different supplier. In the event of an accident involving the hirer or any additional driver, LandRoamer is under no obligation to provide

a replacement vehicle. The unused portion of the hire is not subject to refund.

### PERSONS WHO MAY DRIVE THE VEHICLE

4. The Vehicle may only be driven –
- a) by person(s) named in the Reservation and in Schedule 1 of this Agreement; and
  - b) by persons who is at least 25 years of age and holds a valid and current overseas or NZ full driver licence (with English translation if required) that is appropriate for the class of Vehicle; and c. within the conditions of the Hirer's licence. The licence details must be recorded in Schedule 1 alongside each person's name and address.

### PAYMENTS BY HIRER

5. The Hirer must pay LandRoamer for the hire of the Vehicle the sum or sums specified in your Reservation (the "Fee"). A holding deposit of 35% of the total booking is applicable on all bookings, this deposit is deducted from the total Fee payable via the booking system 4 days before picking up the vehicle. If the booking is cancelled by the hirer, the holding deposit will not be refunded. The Fee is including GST.
6. 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 fuel, Road User Charges ("RUC") (in accordance with clause 8 herein), late return, damage to or repair of the Vehicle (subject to the other terms of this Agreement) and the supplied Accessories, any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees and the administration costs relating to these fines and fees, and toll charges. 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 VEHICLE

7. The Hirer must not:
- a) use or allow the Vehicle to be used for the transport of passengers for hire or reward;
  - b) sublet or hire the Vehicle to any other person;
  - c) allow the Vehicle to be used or dealt with in any way outside his/her authority;
  - d) operate the Vehicle or allow it to be operated in circumstances that constitute a breach of any legislation, regulation, rule, or bylaw, in particular but not limited to the Land Transport Act 1998 and the Freedom Camping Act 2011;
- a) operate the Vehicle or allow it to be operated in any race, speed test, rally, competition, or contest;

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- b) drive or allow the Vehicle to be driven in breach of any clause of this Agreement; or
- c) allow anyone other than those named as drivers in Schedule 1 to drive the Vehicle.

**ROAD USER CHARGES**

8. In New Zealand Road User Charges for Diesel vehicles are not charged at the petrol station. Following the return of the Vehicle Landroamer will deduct \$0.073 per kilometre driven during the Hire Period from the Hirer’s credit card and the Hirer hereby authorises LandRoamer to debit this sum from their credit card or deduct from the Bond.

**OFF-ROAD USE**

9. The Hirer acknowledges he/she is driving a vehicle that is not owned by them. This means the Hirer and named drivers must take special care to ensure no harm comes to the Vehicle, any property, or any persons. To ensure this, the Vehicle may only be driven on either sealed or gravel roads, groomed trails, in easy driving areas, and not in rough terrain. The Hirer is responsible for any and all damage caused to the Vehicle or any Accessories that occurs from use in any rough, off-road and/or terrain that is not covered by LandRoamer’s insurance policy, including any salvage costs.

10. The Vehicle may not be partially or fully submerged in water, driven into saltwater, or through a flooded area. Moderate or rough off roading, including where the Vehicle is strained in any way, is not permitted, and this includes but is not limited to driving on rough or undulating surfaces, over obstacles including tree branches, on beaches, over creeks, fords, or river beds, and includes dune bashing, mudding, rock crawling, and rock racing. If the Vehicle comes into contact with saltwater, LandRoamer must be informed at the end of the Hire Period

11. LandRoamer may restrict Vehicle movements in certain areas due to adverse road

or weather conditions, and/or the distance to nominated destinations in relation to the length of the Hire Period. LandRoamer may advise the Hirer on pick up if it is aware of any travel restrictions known at that time however the obligation to ensure this Agreement is complied with is solely the Hirer’s and he/she must satisfy him/herself it is adhered to at all times by all drivers. The Hirer must monitor weather and road conditions once the Hire Period has started and obey any instructions or warnings to do with road closures from authorities and governing bodies.

**HIRER’S ACKNOWLEDGEMENT AND OBLIGATIONS**

12. The Hirer acknowledges that the Vehicle remains the property of LandRoamer notwithstanding the delivery of the Vehicle to the Hirer’s possession and use of the Vehicle. 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 Vehicle or any part of the Vehicle.

13. The Hirer must comply with this Agreement, the Instruction Manual and any information provided by LandRoamer including information contained inside the Vehicle.

**THE HIRER MUST ENSURE THAT:**

- a) he/she uses best endeavours to ensure that the Vehicle is operated in a prudent and cautious manner;
- b) he/she uses best endeavours when driving and parking the Vehicle to ensure no damage to the Vehicle or injury to any person arises;
- c) he/she has satisfied themselves that the route it will take and driving undertaken during the term of hire is safe and will

- d) not cause damage to the Vehicle or harm to any person;
- d) the water in the Vehicle’s radiator and battery are maintained at the proper level;
- e) the oil in the Vehicle is maintained at the proper level;
- f) the tyres are maintained at their proper pressure;
- g) he/she acts in a security conscious manner (including making sure all valuables are out of sight) and ensures the Vehicle is visible to the Hirer at all times so the roof accessories and contents are secure and not at risk of theft or damage. The Vehicle and Accessories must be locked and secure at all times during the Hire Period;
- h) no part of the Vehicle or Accessories are altered, modified, tampered with, damaged or repaired without LandRoamer’s prior written consent;
- i) should a warning light be illuminated or the Hirer reasonably believes the Vehicle requires mechanical attention, they stop driving and advise LandRoamer immediately;
- j) the correct type of fuel is used as indicated in Schedule 1 and the Vehicle is returned with a full tank of fuel;
- k) the Vehicle is not used to tow anything unless the prior approval of LandRoamer is given;
- l) no one smokes inside the vehicle, tent or annex;
- m) no copies of the key for the Vehicle are made and all keys are returned at the end of the period of hire;
- n) 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;

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- o) no driver of the Vehicle is under the influence of any intoxicating substance, drug or alcohol, or drives while fatigued;
- p) the Vehicle is kept in a safe and roadworthy condition throughout the hire;
- q) the Vehicle is not driven in any race, speed test, rally, hill climbing, contest or competition;
- r) the Vehicle is not driven outside the Insurance Policy's description of use;
- s) the Hirer or named driver(s) do not operate the Vehicle or allow it to be operated in circumstances that constitute a breach of any legislation, regulation, rule, or bylaw in particular but not limited to the Land Transport Act 1998 and the Freedom Camping Act 2011;
- t) the Vehicle is driven in a manner that does not pose a danger to the lives and/or property of any other person and is not driven carelessly or recklessly, or in such a way or in a location that could cause it damage;
- u) the Vehicle is not operated beyond the term of this Agreement or any agreed extension of the term without LandRoamer's permission;
- v) all drivers are aware of the height of the Vehicle and roof Accessories and ensure no damage is caused by hitting an inanimate object by virtue of insufficient clearance (clearance for Vehicle set out in Schedule 1);
- w) fitting of ski/snowboard racks, bike racks or any other item carried on the vehicle, such as a surfboard or bicycle does not take place;
- x) 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;
- y) no pets or animals enter the Vehicle or tent/annex,
- z) the Vehicle is not taken out of New Zealand.

## **LANDROAMER'S OBLIGATIONS**

14. LandRoamer will supply the Vehicle in a safe and road worthy condition and will comply with the obligations upon it set out in this Agreement.

## **MECHANICAL REPAIRS AND ACCIDENTS**

15. If the Vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Hirer must notify LandRoamer of the full circumstances immediately. The Hirer must not admit liability in relation to the matter and must obtain names and addresses of all those involved. We differentiate between mechanical faults and driver related faults i.e. lost keys, flat batteries, lock outs, out of gas, etc. For driver related break downs; the driver is charged a call out fee of either \$90.00 or \$165.00 depending the location and time of call out.

16. 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 Vehicle, to other property, or to prevent injury to a person.

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

## **RETURN OF VEHICLE**

18. The Hirer must, at or before the expiry of the term of hire, deliver the Vehicle 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 18, the Hirer will be

liable for additional charges for the late return of the Vehicle which run at \$400 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.

19. The Hirer will receive the Vehicle at the start of the Hire Period with a full tank of fuel. The Hirer is responsible for paying for fuel during the Hire Period and returning the Vehicle with a full tank of fuel. If the Vehicle is not returned with a full tank of fuel, the Hirer agrees LandRoamer may deduct the sum required to fill the tank from the Bond or the Hirer's credit card, plus pay an administration fee of \$50.

20. At the commencement of the Hire, and as set out in Reservation, the Hirer may opt to pay a \$40 cleaning fee. The payment of this fee means the Hirer is not required to clean the inside/outside of the vehicle upon its return.

21. If the Hirer opts not to pay this fee then the Vehicle 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 Vehicle. Note, the Vehicle must not be taken through a car wash and the Vehicle must be cleaned by hand. If the Hirer has not opted to pay the \$40 cleaning fee and the Vehicle is not returned in a clean and odour free condition and free of mud/dirt, LandRoamer reserves the right to retain a \$400 soiling fee from the Bond or otherwise deduct it from the Hirer.

22. 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 vehicle 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 Vehicle is not returned by the time/date of return set out in Reservation.

## LIABILITY

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

24. The Hirer is liable for:

- a) any loss of, or damage to, the Vehicle 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, vehicles and/or property of third parties, arising during the Hire Period.

## INSURANCE

**NOTE 1: LandRoamer is not providing insurance services to the Hirer.**

**Landroamer manages the insurance provided under an insurance policy.**

**Landroamer reserves the right to determine whether or not to claim under the Policy. In the event of damage to the Vehicle, the Hirer agrees to immediately contact, and solely deal with, LandRoamer.**

**NOTE 2: LandRoamer does not have any insurance over the Accessories, nor do the excess options below in clause 25 (and indicated in Schedule1) cover the Accessories. As provided for in this Agreement, the Hirer is responsible for any damage, loss and costs associated with the Accessories. LandRoamer recommends that the Hirer has suitable**

**personal and/or travel insurance that covers the Accessories accordingly.**

25. There are two levels of Vehicle insurance excess options available to the hirer:

- a) **Standard Insurance:** Our rates include Risk Taker Insurance with an excess of NZ\$2000.00.
- b) **Excess Reduction:** The hirer can choose to pay an additional NZ\$25.00 per day (to a maximum of fifty (50) days) and reduce the insurance excess to NZ\$500.00.

The Hirer will indicate which insurance excess that they agree to in Schedule 1 and in the event of any damage to Vehicle the Hirer hereby authorises LandRoamer to debit this sum from their credit card and/or deduct from the Bond.

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

27. In case of any insurance claim being made, the Hirer is responsible for paying the excess. 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.

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

## BOND

29. 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.

30. The Bond is fully refundable to the Hirer provided the Vehicle 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 that of one of the drivers set out in the Schedule 1, 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 Vehicle or Accessories in the same condition as they were in before the hire including for repairs, replacement, refuelling, or cleaning costs etc.

## INFRINGEMENT OFFENCES

31. The Hirer is liable for any offence committed during the period of hire including but not limited to driving and speeding offences, toll offence, failure to comply with the directions given by a traffic signal, parking offence, and any offence under the Freedom Camping Act 2011.

32. 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.

## DANGEROUS DRIVING AND PERSONAL INFORMATION

33. If, in the opinion of LandRoamer, the Hirer's driving, or the driving of anyone listed in the Reservation, is likely to pose a danger to any property, be in breach of any law, or potentially

put themselves and/or any other person in danger, then –

- a) LandRoamer may cancel this Agreement immediately;
- b) The Hirer must, as soon as practicable, return the Vehicle to the location set out in the Reservation;
- c) The Hirer's personal information contained within this Agreement may be disclosed to other relevant operators or law enforcement for the purpose of promoting safe driving in New Zealand.

### **CANCELLATIONS**

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

### **PRIVACY POLICY**

35. LandRoamer may collect information about the Hirer in connection with the performance of this Agreement, including but not limited to a "Drivers' 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, or in accordance with clause 31(c). 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 VEHICLE**

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

- a) the Hirer in breach of any term of this Agreement;

- b) the Hirer has obtained the Vehicle through fraud or misrepresentation;
- c) the Vehicle appears to be abandoned;
- d) the Vehicle is not returned on the agreed return date or LandRoamer reasonably believe that the Vehicle will not be returned on the agreed return date; or
- e) LandRoamer considers that the safety of any person or the condition of the Vehicle is at risk.

37. 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.

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

### **RELEASE AND INDEMNITY OF LANDROAMER**

39. The Hirer releases LandRoamer from any liability to the Hirer or drivers as set out in the Reservation (regardless of who is at fault), for any loss or damage incurred by the Hirer / named drivers by reason of rental, possession or use of the Vehicle. 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 Vehicle.

### **COMPLETENESS**

40. 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**

41. 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**

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