

- (l) used for any illegal purpose or in any race, rally or contest;
- (m) used to tow any vehicle or trailer;
- (n) used to carry passengers or property for hire or reward;
- (o) used to carry more persons or a higher gross vehicle mass than is permitted by any relevant Authority or detailed in the Vehicle manual or on the Vehicle or specified in this Agreement.
- (p) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material;
- (q) filled or driven with the incorrect fuel, or have the fuel tank contaminated by the water or any other substance;
- (r) driven with a warning light on or other warning indicator unless approved by Pacific Horizon;
- (s) otherwise used in breach of my obligations under this Agreement.

12. DRIVERS

I acknowledge that:

- (a) only persons nominated on the Rental Agreement under 'Hirer's Details' and 'Additional Authorised Driver Details' are permitted to drive the vehicle;
- (b) the minimum age for any driver is 21 years of age;
- (c) where there are driver(s) below 25 years of age, certain conditions apply as stipulated in the Confirmation of Booking. I further acknowledge that where there are discrepancies between a completed Rental Agreement, and the conditions stipulated in the Confirmation of Booking, the terms as stipulated in the Confirmation of Booking will apply;
- (d) all drivers must supply full and correct details, and must sign to acknowledge those details in Hirer's Details' or 'Additional Authorised Diver Details' (which ever is relevant) to be authorized to drive the vehicle.
- (e) all drivers must be in possession of a driver's licence compliant with New Zealand Law.

13. ALTERATION TO VEHICLE

I shall not make any alterations or additions to the Vehicle without the prior written consent of Pacific Horizon.

14. PETS

I will not allow any animals to be carried in, or enter the Vehicle, except registered guide dogs. If any animal other than a registered guide dog has been in the vehicle, it will be deemed to be soiled.

15. SMOKING

I will not allow any person(s) to smoke in the vehicle at any time. If any person(s) has smoked in the vehicle, it will be deemed to be soiled.

16. MAINTENANCE AND REPAIR

- (a) In the event of mechanical breakdown with the Vehicle (excluding Appliances and Living Equipment) the obligation of Pacific Horizon is to repair or assess the vehicle within 24 hours or replace the vehicle within 48 hours. After 24 hours Pacific Horizons' liability as a result of a mechanical breakdown is to refund the appropriate Rental Charges (excluding all Insurances) for time without any use of the vehicle. Pacific Horizon is responsible for all costs associated with the repair including towing and salvage of the Vehicle unless deemed by the repair agent or Pacific Horizon to be driver related or driver error. Pacific Horizon is not responsible for any consequential accommodation, transport or any other costs or losses during this period.
 - (b) Pacific Horizon has 48 hours to access and rectify any Appliance problems, However Appliance problems are not considered breakdowns and Pacific Horizon will not provide any refunds or compensation.
 - (c) Problems encountered with the Vehicle must be reported to Pacific Horizon as soon as practicable or within 24 hours which ever comes first. Failure to do so will compromise any claim made after the Vehicle has been returned.
 - (d) I shall take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, as well as daily checks for damage.
 - (e) I acknowledge that Pacific Horizon will reimburse me for expenditure up to NZ\$ 100.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle (not including the water system, refrigerator, heating, air conditioning and audio equipment)
- PROVIDED THAT:
- (i) I produce relevant receipts, which contain a GST number and individually itemised costs; and
 - (ii) I have received the prior consent of Pacific Horizon;
 - (iii) the damage is not due to my fault or my breach of this Agreement.
- (f) I will be liable for any cost associated with the incorrect use of fuel (fuel being diesel or petrol) and it is my responsibility to ensure that the correct fuel is put into the vehicle.
 - (g) I will be liable for any cost associated with freeing or retrieving the vehicle if it becomes bogged or stuck, and it is my responsibility to ensure the vehicle does not become bogged or stuck.

18. RESPONSIBILITY WHEN THERE IS AN ACCIDENT

- (a) In the event of any accident loss or damage ("the event") arising out of the use of the Vehicle, I will:
 - (i) notify Pacific Horizon within 24 hours of the happening of the event
 - (ii) obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;
 - (iii) not make any admission of liability to other parties, settlement offer or other like offer;
 - (iv) complete an insurance claim form when returning the Vehicle;
 - (v) assist Pacific Horizon in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.
- (b) I acknowledge that Pacific Horizon, at its discretion, require that I will pay for any costs relating to delivery of a change over vehicle as a result of an accident regardless of which

party is at fault.

18. TERMINATING THE AGREEMENT AND REPOSSESSION OF THE VEHICLE

I Acknowledge that Pacific Horizon may terminate this Agreement and repossess the vehicle (and for that purpose enter upon any premises and remove the Vehicle) at any time, without notification to me, and that I will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

- (a) I am in breach of any term of this Agreement;
- (b) I have 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 Pacific Horizon reasonably believes that the Vehicle may not be returned on the agreed return date;
- (e) Pacific Horizon considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered. I understand that in the event of such termination or repossession, I have no right to a refund of any part of the rental charges.
- (f) Pacific Horizon believes, on reasonable grounds, that payment for any Rental Charges associated with the hire have not been paid to Pacific Horizon, or will not be paid to Pacific Horizon.

19. CHANGE OF VEHICLE

Pacific Horizon reserves the right at its absolute discretion, to substitute a comparable or superior vehicle for the Vehicle. In that event I shall not be liable for any increased rental or other charges save for any additional running costs pertaining to the substitute vehicle. Such substitution shall not entitle me to any refund and does not constitute a breach of this Agreement.

20. RELEASE AND INDEMNITY OF PACIFIC HORIZON

- (a) Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I release Pacific Horizon, its employees and agents, from any liability to me (regardless of who is at fault) or any loss or damage incurred by me by reason of this Agreement including, but not limited to:
 - (i) any loss or damage caused by breakdown, mechanical defect accident or the Vehicle being unsuitable for my purpose,
 - (ii) any loss or damage to any property left in or on the vehicle in any service vehicle or on any Pacific Horizon premises or recovered or handled by Pacific Horizon. I Acknowledge that personal property is a personal responsibility and is not covered by Pacific Horizon's insurance.
- (b) Subject to the insurance arrangements agreed with Pacific Horizon, I hereby indemnify and shall keep indemnified Pacific Horizon, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the Vehicle.

21. TITLE TO VEHICLE

I acknowledge that Pacific Horizon retains title to the Vehicle and that I possess the goods as a mere bailee only. I do not have any right to pledge Pacific Horizon's credit in connection with the Vehicle and agree not to do so. I shall not agree, attempt offer or support to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

22. CHANGES

Any changes to this Agreement must be in writing and must be signed on behalf of Pacific Horizon and by me.

23. PROPER LAW

This Agreement shall be governed by the law of New Zealand in which the Agreement is signed.

24. CALCULATION OF DAYS

I acknowledge and understand that all hire days are calculated on a calendar day basis, and that I am required to pay Rental Charges for each day a vehicle is in my possession, for each vehicle in my possession.

25. REPRESENTATION

I acknowledge that:

- (a) Pacific Horizon is not responsible, and I will not hold Pacific Horizon liable, for any incorrect statements or information provided by a party other than Pacific Horizon;
- (b) where I have made a booking through a third party, I am bound by whatever information, statements, terms or conditions Pacific Horizon has presented that third party with respect to my booking, and that Pacific Horizon is not responsible, and I will not hold Pacific Horizon liable, if that information is not passed on to me;
- (c) Pacific Horizon is not bound to, or liable for, any comments, statements or information made, or provided, by a member of Pacific Horizon who has not been authorised to make or provide such comments, statements, or information, by Pacific Horizon's Management or Directors;
- (d) all commitments to refunds, charges, or assessment of liability with regards to loss or damage, can only be made by the appropriate person(s) authorised by the Managing Director and may not be able to be made until after the hire has concluded;
- (e) where I have spoken to a member of Pacific Horizon, it is my responsibility to note who I have spoken to, and, if I cannot supply the name of that member when requested, Pacific Horizon may deem that I have not spoken to a person with the appropriate authority.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this Agreement. Pacific Horizon Limited reserves the right to add or amend any rental charges without prior notice.



Agreement to Hire Rental Vehicle Part B

Terms and Conditions



1. DEFINITIONS

'I', 'me' and 'my' refers jointly and severally to the person or persons who are the Customer: **This Agreement** means the Rental Agreement. In the event of any discrepancy between Parts A and B of the Rental Agreement, the Terms and Conditions contained in part B will apply.

Pacific Horizon, Pacific Horizon Motorhomes, and the owner means Pacific Horizon Limited 25 Ulric Street, Plimmerton, Wellington, P O Box 57057 Mana, Wellington.

Customer means any person(s) nominated as the hirer under, the heading **Hirer s Details**, any person(s) listed under the heading **Additional Authorised Driver Details**, any person(s) who sign the acceptance of the terms and conditions of the Rental Agreement and any person(s) whose credit card(s), cash or traveller's cheques are presented in payment of the Rental Charges.

Living Equipment includes, but is not limited to crockery, cutlery, cooking utensils, sleeping bags, pillows, sheets and towels.

'Appliances' includes, but is not limited to fridges, microwaves, heater systems, hot and cold water systems, house battery and electrical systems, stereos, TV's, CD players, DVD players, video players, toilet systems and lighting systems.

Rental Charges means all charges and costs associated with the rental, including the Bond and the Security Deposit.

Insurances means Compulsory Insurance, Level 2 Insurance Reduction and Level 3 Insurance Reduction as outlined in the Confirmation of Booking.

Compulsory Insurance means the insurance that must be paid by the hirer for the rental period, either through inclusion in the daily tariff or directly to Pacific Horizon, as specified in the Confirmation of Booking supplied by Pacific Horizon.

Level 2 Insurance Reduction and **Level 3 Insurance Reduction** means the optional Level 2 and Level 3 insurance reduction payment as outlined in the **Confirmation of Booking**.

Excess Guarantee means the guarantee by the customer to pay the excess that is incurred for each and every instance of loss or damage.

Vehicle Security Guarantee means the guarantee by the customer to cover all costs described under **Vehicle Security** in Part B of the Rental Agreement.

Vehicle Security Imprint means the credit card imprint on the Rental Agreement to cover the Vehicle Security Guarantee.

Cash Vehicle Security Bond means a bond payment that has been made with New Zealand dollars cash or travellers cheques in New Zealand dollars to cover the Vehicle Security Guarantee and the Excess Guarantee.

Excess means the amount that the hirer is liable for, with respect to each and every instance of loss or damages, as specified in the section **Excess Guarantee** under **Hirer s Liability** on Part A of the Rental Agreement.

Rental Agreement means the parts A and B of the documents headed **Agreement To Hire Rental Vehicle**.

Confirmation of Booking means the document, electronic or physical, produced by Pacific Horizon on confirming a hire(s), and presented to the person(s) or company(s) who have made the booking directly with Pacific Horizon. Where a customer has used third party to make the booking on their behalf, it is the document presented by Pacific Horizon to that third party.

Rental Period means the hire period referred to under the heading **Hire Details** on the Rental Agreement or any agreed variation thereof and any additional period during which the Vehicle is in the Customer's possession or control.

Vehicle means the Vehicle described under the heading **Vehicle Details** on the Rental Agreement and includes tyres, tools, accessories, camping utensils, the Living Equipment, the Appliances and any other special equipment, documents related to the Vehicle and any replacement or substitute Vehicle which may be provided at the discretion of Pacific Horizon.

2. DELIVERY AND RETURN OF VEHICLE

- I acknowledge having received the Vehicle in a clean condition and in sound working order in accordance with the vehicle condition and stock report and with a full fuel tank;
- I will return the Vehicle in a clean condition and with a full fuel tank and on the return date, time and location set out under the heading 'Hire Details' in the Rental Agreement;
- I acknowledge that Pacific Horizon will not refund to me any monies, nor have any obligation to provide a replacement Vehicle, if the Vehicle is returned or I cease to have the use of the Vehicle prior to the return date for any reason eg. accident, weather or theft.
- I acknowledge that I cannot change the return location without the prior consent of Pacific Horizon Reservations Centre, and that such an alteration will incur an additional relocation charge of up to NZ\$750.00.
- I acknowledge that I cannot change the return date past that as specified on Part A of this agreement without the prior consent of Pacific Horizon Reservations Centre and that such an unauthorised alteration may incur an additional fee of NZ\$750.00 in addition to the daily rental charges.

3. RENTAL AND OTHER CHARGES

I will pay Pacific Horizon

- all rental charges;
- all Compulsory Insurance costs;
- any Level 2 or Level 3 Insurance Reduction cost selected
- the nominated cleaning fee if the Vehicle is not returned with the interior in a clean condition;
- the nominated additional fee if the toilet and waste water tank (if applicable) are not emptied prior to the return of the Vehicle;
- the nominated cancellation fee in the event of cancellation of this Agreement prior to acceptance of delivery of the Vehicle;
- the cost of any damage to the Vehicle or the property of any third party (subject to the Insurance

option chosen);

(h) all government fees and duties etc;

(i) all parking fines, other fines or penalties, and/or accidents including third party property damage not reported on return of the vehicle: and associated administration costs incurred in relation to the Vehicle during the Rental Period;

(j) any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by Pacific Horizon as a result of any breach by me of the terms of this Agreement;

(k) the nominated fee to fill the diesel tank (per 1/4 tank) if the Vehicle is not returned with the diesel tank full;

(l) the cost to retrieve or recover a vehicle which has become bogged, regardless of Insurance Option taken.

4. ERRORS IN RENTAL CHARGES

Total charges as set out herein are not final. I will pay any shortfall in charges to Pacific Horizon and I will receive a refund for any overcharges acknowledged by Pacific Horizon.

5. PAYMENT OF CHARGES - JOINT AND SEVERAL LIABILITY

All charges and expenses payable by me under this Agreement are due on demand by Pacific Horizon. If I do not pay all charges when due, I agree to pay a late charge of 1.5% per month on the outstanding balance and any collection costs incurred by Pacific Horizon, including administration, collection and reasonable legal fees. When the Customer comprises more than one person, each person is liable jointly and severally for all obligations of the Customer pursuant to this Agreement.

6. CREDIT CARD PAYMENT

(a) Pacific Horizon will accept payment by credit cards, approved by Pacific Horizon;

(b) When payment is made by credit card, I agree that:

(i) Pacific Horizon is irrevocably authorised to complete any documentation and to take any other action to recover from my credit card issuer all amounts due by me pursuant to this Agreement, including, but not limited to, any outstanding Rental Charges not paid to Pacific Horizon, any amounts due in respect of damage to the Vehicle or to property of a third party and all other additional charges as that are incurred (including all parking and traffic infringement penalties, road toll fines and associated administration costs);

(ii) I will not dispute my liability to Pacific Horizon for any amount due under this Agreement and I shall indemnify and keep indemnified Pacific Horizon against any loss incurred (including legal costs) by reason of notifying my credit card issuer of such dispute.

(iii) Pacific Horizon may process the credit card voucher. In the event that Pacific Horizon elects to accept payment of the Security Deposit by holding a signed and authorised open credit card voucher, I agree that Pacific Horizon is entitled to recover payment from my credit card issuer pursuant to paragraph (i) in respect of any amounts due which were not known at the time of return of the vehicle.

(c) I acknowledge that all transactions under this Agreement are conducted in New Zealand dollars.

Due to exchange rate fluctuations, there could be some variance between the amount initially debited against my credit card and the amount refunded. I release Pacific Horizon from any liability for such variation.

7. MY WARRANTIES

I warrant that all information supplied by me to Pacific Horizon in connection with this Agreement is true.

8. CONDITIONAL UPON PAYMENT

I agree that, where applicable, I may use a Travel Agent or Travel Wholesaler to forward deposits and other payments to Pacific Horizon on my behalf, but that Travel Agent or Travel Wholesaler is not an agent for the purpose of receipt of monies. I further acknowledge that a voucher or any other guarantee of supply provided by my Travel Agent or Travel Wholesaler is not considered an acceptable guarantee, or form of payment, by Pacific Horizon, and does not exclude my liability.

9. VEHICLE SECURITY

I acknowledge:

(a) I must leave a Vehicle Security Guarantee

(b) The Vehicle Security Guarantee covers:

(i) The Excess Guarantee;

(ii) any third party property damage;

(iii) a bond to ensure the vehicle is returned to the correct location, on time, in a clean and tidy condition, and as prescribed by This Agreement;

(iv) any applicable charges, as outlined in the Possible Charges on Part A of This Agreement and Section 3 of Part B of This Agreement;

(v) any additional costs incurred by Pacific Horizon due to actions by, or at the request of, me; the Vehicle Security Guarantee must be covered by either a Vehicle Security Imprint or a Vehicle Security Cash Bond. Where a Vehicle Security Imprint cannot be produced, a Cash Vehicle Security Bond must be left;

(d) the Vehicle Security Cash Bond will be set at equal to the value of the Excess for the Insurance option chosen, or the value of the Excess for the Level 2 Insurance Reduction, which ever is greater;

(e) where I have left a Cash Vehicle Security Bond and the total cost of any charges guaranteed by me under the Vehicle Security Guarantee is greater than the Vehicle Security Cash Bond left in the possession to Pacific Horizon, I acknowledge, and accept liability of the additional costs which are due by me from the date those costs were incurred;

(f) where there is a Cash Vehicle Security Bond, Pacific Horizon will bank the monies, and the monies will be held by Pacific Horizon, in their possession, for a period of 28 calendar days from the date

the vehicle is returned. I further acknowledge that the monies will be returned to me through a refund to my credit card imprinted on This Agreement or through a transfer to a bank account nominated by me if no credit card is supplied. Where the monies are transferred to a bank account I acknowledge I am responsible for any fees, charges or differences due to currency fluctuations;

(g) where a credit card imprinted for the Vehicle Security Imprint expires within 28 calendar days from the end date of my hire, I authorise Pacific Horizon to debit my credit card for an amount equivalent to the Excess for the Insurance option chosen or the value of the Excess for the Level 2 Insurance Reduction, which ever is greater, from the date the hire commences, in which case the Vehicle Security Imprint will be considered, and treated as, a Cash Vehicle Security Bond;

(h) where Pacific Horizon has cause to believe that there will likely be a charge(s) against my Cash Vehicle Security Bond, and that the charge(s) are not resolved before the 28 calendar days holding period, I authorise Pacific Horizon to withhold my Cash Vehicle Security Bond until such time that all suspected charges have been resolved.

10. VEHICLE DAMAGE AND INSURANCE

I acknowledge that I am aware that:

(a) the Vehicle is insured for damage to the Vehicle or the property of a third party including associated costs including loss of revenue, except where outlined in herein, to the extent of \$1,000,000 (one million dollars);

(b) I will have to pay an Excess in respect of any incident of loss or damage whilst the vehicle is in my possession on a per incident basis, and the Excess is due by me from the date the incident occurs;

(c) The Excess may be reduced by the Level 2 or Level 3 Insurance Reduction options;

(d) I will not have any insurance cover and I will be responsible for the total cost of any incident of loss or damage if I breach any of the terms of This Agreement;

(e) the vehicle is not insured, and that I am responsible for, all damage within the vehicle, to accessories, tools, camping utensils, the Living Equipment and any other special equipment, documents, related to the Vehicle and any replacement or substitute Vehicle, except where such damage is a result of a vehicular collision, and only as a result of a vehicular collision;

(f) I am bound by the terms regarding the Insurance as stated in the Confirmation of Booking. In instances where there are discrepancies between what has been stated in the Confirmation of Booking, and what has been stated, or options selected, on Part A of the Rental Agreement, the terms as stated in the Confirmation of Booking will apply.

(g) where the cost(s) of repair or replacement for an instance of loss or damage is not known by Pacific Horizon at the time the Excess is deducted, Pacific Horizon may deduct the entire Excess and refund me the remainder once the relevant cost(s) have been established;

(h) in the event of an accident or damage, if I do not correctly complete a full insurance form I may no longer be insured for that accident or damage. I further acknowledge that it is my responsibility to ensure that I fill out a full insurance form where applicable, and to make sure where it is applicable that I do so;

(i) in the event of an accident or damage involving a third party, if I do not obtain the correct and full contact details of the additional party(s), or it is not possible to obtain the excess amount of the insurance from that third party, I am liable for the excess amount of the insurance irrespective of who is at fault;

(j) in instances where there is an instance of loss or damage that is not covered by insurance, the amount due by me in respect of any damage arising from that incident loss or damage is payable by me from the date each incident of loss or damage occurred.

(k) changes to the insurance options once the hire has commenced may only be made at the discretion of Pacific Horizon. This includes instances where the vehicle is changed or a new contract is produced;

11. USE OF THE VEHICLE

I agree that during the Rental Period, I will not, and will not allow, the Vehicle to be:

(a) driven otherwise than in a cautious, prudent and normal manner;

(b) used in a manner which could cause damage;

(c) in an unsafe or unroadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss, and I was aware or ought to be aware of the unsafe or unroadworthy condition of the vehicle;

(d) wilfully or recklessly damaged by me or damaged as a result of my wilful or reckless behaviour.

(e) driven on any road that is not sealed or properly maintained, 90 Mile Beach (Northland), North of Colville Township (Coromandel), Skippers Road (Queenstown), Ball Hut Road (Mt Cook), above the car park on any ski field, within 10 metres of any beach or river, or any other road or area advised when starting your hire;

(f) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;

(g) operated in breach of the relevant legislative transport requirements currently in force in New Zealand

(h) driven by any person who at the time when he/she drives the Vehicle is disqualified from holding or have never held a driver's license appropriate for the Vehicle;

(i) driven by a person who is not listed under Hirer's Details or Additional Authorised Driver Details and the Customer is not a body corporate or department of the State;

(j) left with the ignition key in the Vehicle while it is unoccupied;

(k) damaged by:

(i) submersion in water

(ii) contact with salt water