

# Backpacker Rental Agreement

## Terms and Conditions

### New Zealand Campervans and Cars

EFFECTIVE 01 APRIL 2011 – 31 MARCH 2012

Thank you for choosing Backpacker. We are very proud of our product and our reputation, and we have built our business on providing the best possible experience for our customers. Your safety and security are our greatest concerns, so to assist you in making your holiday a wonderful experience, it is important for you to carefully read these terms and conditions.

#### 1) RATES AND CONDITIONS

Rates and Conditions quoted in our brochures and/or documentation are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates or conditions applicable to your rental once your booking has been confirmed by Backpacker. Any booking amendments will result in the rate booked being re-calculated at the rate applicable on the date of amendment. Please note all prices are quoted and payable in New Zealand dollars. If travel is between 1 September 2011 and 31 October 2011 and rental dates are amended within 60 days of the vehicle collection date, no refund will be made if the hire is shortened.

#### 2) DEFINITIONS

'This Agreement' means the Rental Agreement and these Terms and Conditions.

'Customer' means the person or persons nominated as the hirer and any person whose credit card is presented for payment of the Customer's charges. Refer to clauses 23 and 30 for information about the Vehicle Security Deposit requirements and credit card payments.

'Backpacker' means Tourism Holdings Ltd.

'Rental Period' means the hire period 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 hired by the Customer and includes tyres, tools, accessories, camping utensils, and all other equipment, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle which may be provided.

#### 3) RENTAL DURATION

##### Campervans

**3.1** Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle is rented, the day of pick-up is counted as day one of the rental, regardless of pick-up time. The day of the Vehicle's return is counted as the final day of the rental regardless of drop-off time.

**3.2** Minimum rental period is 5 days with the exception of the Backpacker Breezer which has a 3-day minimum if the pick up and return location are the same. Minimum rental period 7 days for hires between 01 September and 31 October. Minimum rental period is 10 days when a vehicle is being collected from the North Island and is being returned to the South Island if the rental commences between the months of October through to March. Minimum rental period is subject to change during peak periods.

**3.3** Late pick up or early return of the Vehicle does not entitle the Customer to any refund of the unused portion of the rental.

##### Rental Cars

**3.4** Unlike Campervans, Car rental days are calculated on a 24-hour basis.

**3.5** Minimum rental period is **1 day** for Cars where pick up and return is to the same location. For rentals, travelling between cities the minimum rental duration is **3 days**. For hires, travelling from the North Island to the South Island the minimum requirement is **7 days**. Minimum rental periods are subject to change during peak periods.

**3.6** Late pick up or early return of the Vehicle does not entitle the Customer to any refund of the unused portion of the rental.

**3.7** Backpacker allows a grace period of 59 minutes before the Customer is liable for late return charges.

- 1 hour late, one third of the daily rate will apply.
- 2 hours late, two thirds of the daily rate will apply.
- 3 hours late, one full day rate will apply.

#### 4) DELIVERY AND RETURN OF THE VEHICLE

**4.1** The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank and a full bottle of gas (if applicable).

**4.2** The Customer will return the Vehicle in a clean condition with a full fuel tank and a full bottle(s) of gas (if applicable, and subject to any pre-purchase fuel and/or pre-purchase gas option being taken), on the return date, time and location set out in the Rental Agreement. Failure to adhere to these requirements will result in additional charges. Should the customer have the pre-purchase fuel and/or the pre-purchase gas option there is no refund for unused fuel and/or gas.

**4.3** The Customer acknowledges that Backpacker will reasonably determine what, if any, refund may be warranted if the Vehicle is returned or the Customer ceases to have the use of the Vehicle prior to the return date.

#### 5) BRANCH HOURS OF OPERATION

Backpacker branches are open 7 days per week, 8:00am to 4:30pm. All branches are closed Christmas Day (25 December). Vehicles are requested to be returned and/or collected by 3:30pm.

Please ensure that you allow adequate time to complete the required paperwork when collecting or returning your vehicle. All Vehicles must be collected from and returned to a Backpacker Campervans branch.

#### 6) CHANGE OF DROP-OFF DESTINATION

If the Customer wishes to change the drop-off destination, they must first obtain authorisation from the Reservations Centre in Auckland. Subject to the change being approved, an additional charge of up to NZ\$700 may apply, which will be notified to you at time of approval and is required to be paid immediately via credit card. The fee may apply in all cases irrespective of the reason for location change. If travel is between 1 September 2011 and 31 October 2011 and the pick up or return location is amended within 60 days of the vehicle pick up date a relocation fee of NZ\$1,000 may apply. If the customer wishes to change the drop-off destination after the rental has commenced, they must first obtain authorisation from the Reservations or Scheduling departments. If approved a minimum charge of NZ\$1,000 applies. The extra cost must be paid immediately via credit card.

#### 7) LATE DROP OFFS

**7.1** If the Customer wishes to drop off the Vehicle after business hours, they must first get approval from the branch of destination. Failure to obtain authorisation will result in a daily fee of NZ\$150 in addition to the daily rate.

**7.2** The Customer will be required to pay an extra day's Liability Reduction Option (based on the Liability Reduction Option selected) as they will be held responsible for the Vehicle up until the time that it is checked in by a Backpacker staff member.

#### 8) RENTAL EXTENSION

**8.1** If the Customer wishes to extend the rental whilst on hire, they must first obtain authorisation from Backpacker Reservations Centre. This is subject to availability. The extra cost of an extended rental must be paid by credit card on confirmation of the rental extension. The daily rate for the extension may differ from the original rate booked.

**8.2** Failure to obtain an authorisation for a rental extension will result in a late fee of NZ\$150 per day in addition to the daily rental rate for each day until the vehicle is returned. The daily rental rate charged will be based on Backpacker standard rental rates per vehicle for the rental period.

#### 9) WELLINGTON & QUEENSTOWN

An additional location fee of NZ\$210 applies to all campervans picking up or dropping off in Wellington and Queenstown. If the pick up and drop off occurs in the same city, only one location fee will apply. This is in addition to the one-way fee if applicable. Rental Cars not available in Wellington. The Breezer is not available to or from Wellington or Queenstown.

#### 10) AIRPORT CONCESSION FEE

Rental Cars: An airport concession fee of NZ\$30 applies for Rental Car hires with pick-up or drop-off from Queenstown airport. Fees vary between airports and are subject to change.

#### 11) ONE-WAY RENTALS

**11.1** One-Way rentals are available between branch locations with the exception of the Breezer, which is available to and from Christchurch and Auckland. The Breezer, Nomad, Economy Car and Compact Car rentals are allowed to and from the Auckland Beach Road and Christchurch City locations.

**11.2** A One-Way fee of NZ\$210 applies to the Breezer, Nomad and Wanderer vehicle types and a fee of NZ\$260 applies to the Quattro and Six Pack vehicle types. The one-way fee is charged for rentals between the North and South islands where pick up is between 01 October and 31 March.

No one-way fees apply to Rental Cars.

**11.3** A one-way fee of \$60 applies to campervans between the Auckland Mangere and Beach Road locations and the Christchurch City and Airport locations.

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## 12) MULTIPLE RENTALS

Should a Customer have more than one rental, the bookings can be combined to qualify for longer-term hire discounts. Backpacker campervan hire in Australia and New Zealand and/or car hire in New Zealand can be combined to qualify if travel is within a 3-month period.

## 13) LICENCE

**13.1** A full (non-probationary) resident country driver's licence must be presented at the time of rental for each nominated driver. If the licence is not in English format, an international driver's licence is also required.

**13.2** An extra driver fee applies for each additional drivers licence details added to the rental agreement.

## 14) AGE RESTRICTIONS

### Campervans

Drivers must be 21 years of age or over with the exception of the hired vehicles being the Breezer or the Nomad which requires drivers to be 18 or more years. A medical certificate stating that the customer is fit to drive the vehicle they have booked for the duration of the hire is required for drivers over the age of 75.

### Cars

Drivers must be 18 years of age or over. A medical certificate stating that the customer is fit to drive the vehicle they have booked for the duration of the hire is required for drivers over the age of 75.

## 15) USE OF THE VEHICLE

**15.1** The Customer agrees that, during the Rental Period, the Customer will not allow the Vehicle to be:

- (a) driven otherwise than in a prudent and cautious manner. A single vehicle rollover is considered a breach of this condition and the customer will be responsible for the first NZ\$7,500 of the cost of damage as described in clause 21.9 regardless of fault. The NZ\$7,500 is debited from the Customer's credit card immediately upon notification of accident to Backpacker. A single vehicle rollover may include, but is not limited to, a Vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the Vehicle;
- (b) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- (c) left with the ignition key in the Vehicle while it is unoccupied;
- (d) damaged by:
  - (i) submersion in water
  - (ii) contact with salt water
  - (iii) creek or river crossing
  - (iv) driving through flooded areas
  - (v) beach driving
- (e) used for any illegal purpose or in a race, rally or contest;
- (f) used to tow any vehicle or trailer;
- (g) used to carry passengers or property for hire or reward;
- (h) used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this Agreement;
- (i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and
- (j) used for transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

**15.2** Road restrictions apply as follows:

- (a) Backpacker vehicles may only be driven on sealed/bitumen or well-maintained roads.
- (b) Vehicles are not permitted to be driven on Skippers Road (Queenstown), Ninety Mile Beach (Northland), Ball Hut Road (Mt. Cook), Bluff Road that runs between Kuaotunu and Matarangi and North of Colville Township (Coromandel Peninsula).

The Customer is responsible for all damage if travelling on these roads as defined in clause 21.9.

**15.3** We value your well being, and for safety purposes, Backpacker reserves the right, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the hire period. Backpacker will advise you on pick up of any travel restrictions known at that time.

**15.4** Where Backpacker mandates a change in drop off location, fees as per Clause 6 will not apply.

**15.5** The Customer shall not make any alterations or additions to the Vehicle without the prior written consent of Backpacker.

**15.6** The Customer will not allow any animals to be carried in the Vehicle, excluding registered guide dogs.

**15.7** The Customer shall take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, and will contact Backpacker immediately should vehicle warning lights indicate any potential malfunction.

## 16) MAINTENANCE AND REPAIRS

**16.1** Backpacker will reimburse customers for expenditure up to NZ\$200 (Campervans only) reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle. For repairs costing over NZ\$200 (Campervans only), Backpacker will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided the Customer was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

**16.2** Subject to the terms of the Liability Reduction, the Customer will pay for the cost of repairing or replacing tyres damaged during the Rental Period except if the tyre is defective and is returned by the Customer to Backpacker for inspection and is subject to a warranty claim on the manufacturer.

## 17) ON-ROAD ASSISTANCE

**17.1** Any problems associated with the Vehicle, including equipment failure, must be reported to Backpacker within 24 hours in order to give Backpacker the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. Subject to clause 25, Backpacker reserves the right to not accept liability for any claims submitted after this period. Please contact Backpacker on:

**0800 422 267 (North Island)  
or 0800 304 304 (South Island)**

**17.2** All Vehicles are registered with the Automobile Association (AA) for 24hr roadside assistance. This service covers any mechanical faults with the Vehicle. Please note that the AA does not cover the following and the associated costs will be the responsibility of the Customer:

- (a) the Vehicle running out of fuel;
- (b) keys being locked inside the Vehicle or lost;
- (c) flat batteries caused by incorrect usage of the batteries and/or incorrect usage of any equipment that requires the batteries in order to operate; and
- (d) a breakdown because of damage caused in an accident.

**17.3** All AA non-mechanical call-outs will incur a call-out charge of NZ\$85 plus GST.

**17.4** The AA service operates 24hrs, however for mechanical repairs outside office hours (including weekends and Public Holidays), some delays may occur.

## 18) VEHICLE AVAILABILITY

**18.1** Vehicles cannot be requested by make or model, only by vehicle category.

**18.2** Backpacker will endeavour to supply the vehicle category selected, however should the vehicle booked be unavailable through unforeseen circumstances, Backpacker reserve the right to substitute an alternative vehicle without prior notification. The alternative vehicle shall be as close a substitute for the booked vehicle as possible. Backpacker will reasonably determine what, if any, refund may be warranted if a vehicle substitution is required.

**18.3** Should the customer decide to voluntarily downgrade their vehicle type than that booked, they will not be entitled to a refund.

## 19) TITLE TO VEHICLE

The Customer acknowledges that Backpacker retains title to the Vehicle at all times. The Customer shall not agree, attempt, offer or purport 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.

## 20) FOR YOUR PROTECTION

Personal Injury is covered in most cases through Registration Third Party Insurance. However, we strongly recommend that all people traveling in New Zealand take out Personal Travel Insurance. Backpacker does not accept any liability for personal injuries sustained during rental.

## 21) VEHICLE DAMAGE – LIABILITY REDUCTION OPTIONS

**21.1** The Customer understands that:

- (a) the Vehicle is insured for Third Party Vehicle and property damage;
- (b) the Customer will have to pay a Liability in respect of any damage incurred whilst in the customers possession;
- (c) the Liability may be reduced by taking out an Liability Reduction coverage.

**21.2** Any Liability Option is void, and the Customer will be responsible for the total cost of any damage (as per clause 21.9) if the Customer breaches any of the conditions of clause 15 and 22.

**21.3** If no Liability Reduction Option is taken, the Customer is responsible for the first NZ\$3,500 for the Breezer, Nomad and Wanderer Campervans, the first NZ\$5,000 for Quattro and Six Pack campervans, the first NZ\$1,000 (21+ year old drivers) or the first NZ\$2,000 (18-20 year old drivers) for Rental Cars of the cost of damage as described in clause 21.9. If the rented Vehicle is a Rental Car and a single Vehicle accident occurs the Customer is responsible for the first NZ\$2,500 (21+ year old drivers) or the first NZ\$3,500 (18-20 year old drivers) of the cost of damage as described in clause 21.9. If an 18-20 year old, Customer and a 21+ year old Customer hire a Vehicle together the 18-20 year old Customer liability and Vehicle Security Deposit requirements apply.

**21.4** With Liability Reduction Option 1 the Customer is responsible for NZ\$1,500 for the Backpacker Breezer, Nomad and Wanderer campervans, NZ\$2,500 for the Backpacker Quattro and Six Pack campervans, NZ\$1,000 if the rental Vehicle is a Rental Car and the Customer is 18-20 years old or NZ\$250 if the Customer is 21+ years old for the cost of damage as described in clause 21.9. If the rented Vehicle is a Rental Car and a single Vehicle accident occurs the Customer is responsible for the first NZ\$2,500 (21+ year old drivers) or the first NZ\$3,500 (18-20 year old drivers) for Rental Cars of the cost of damage as described in clause 21.9. If an 18-20 year old, Customer and a 21+ year old Customer hire a Vehicle together the 18-20 year old Customer liability and Vehicle Security Deposit requirements apply.

**21.5** With Liability Reduction Option 2 (Campervans only) the Customer will not have to pay liability for any damage to the Vehicle, subject to Clause 22.

**21.6** When the rented Vehicle is a Rental Car, Liability Reduction 2 has been purchased and the Customer is 18-20 years of age the Customer is responsible for the first NZ\$250 of the cost of damage as described in clause 21.9. When the rented Vehicle is a Rental Car, Liability Reduction 2 has been purchased and the Customer is 21+ years of age no liability applies for any damage to the Vehicle, subject to clause 22. If an 18-20 year old, Customer and a 21+ year old Customer hire a Vehicle together the 18-20 year old Customer liability and Vehicle Security Deposit requirements apply.

**21.7** The Vehicle Security Deposit applies in respect of each claim, not rental.

**21.8** The Liability is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. The Vehicle Security Deposit will be refunded only if Backpacker is successful in recovering the cost of the damages from the Third Party. Please note that Third Party Claims can take many months to resolve.

**21.9** Damage includes any and all damage to Third Party property, damage to the rented Vehicle including windscreens, tyres, towing and recovery costs, theft, fire, break in or vandalism. This also includes the cost of the daily rental rate for the period the vehicle is off fleet for repair.

**21.10** Backpacker offers an option to purchase Tyre and Windscreen cover. This option can only be taken in addition to Liability Reduction Option 2 and is only available with campervan hire. Subject to clauses 21 and 22, where Tyre and Windscreen cover is purchased, the hirer will not have to pay for accidental tyre and windscreen damage.

**BACKPACKER STRONGLY RECOMMENDS THAT OUR CUSTOMERS TAKE THE LIABILITY REDUCTION OPTION 2 AND TYRE AND WINDSCREEN COVER FOR CAMPERVAN HIRE OR THE LIABILITY REDUCTION OPTION FOR RENTAL CAR HIRE FOR TRAVEL WITH COMPLETE PEACE OF MIND.**

## 22) EXCLUSIONS

The Customer acknowledges that they are responsible for all costs for the following damage irrespective of the Liability Option that may have been taken. Damage as identified below is specifically excluded from any Liability Option limitation of liability and the Customer remains fully liable for all costs incurred.

- (a) for any damage due to vehicle use in contravention of clause 15 'Use of Vehicle';
- (b) any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the Vehicle) and driving under the influence of alcohol or drugs and negligence resulting in damage to the hired Vehicle or Third Party vehicle/property;
- (c) for any loss or damage to personal belongings: Backpacker recommends the Customer does not leave valuables in the vehicle and that they take out personal travel insurance;
- (d) if the Customer is deemed by local authorities to have been careless, negligent or wilful in failing to abide by the local road rules, resulting in damage to the hired Vehicle or Third Party vehicle/property;
- (e) the cost to retrieve or recover a vehicle, which has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned;
- (f) the cost to replace keys, which have become lost, stolen, or retrieval of keys, which have been locked in the Vehicle;
- (g) for any costs relating to overhead or underbody damage to the Vehicle however caused;
- (h) drivers not identified on the rental agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence;
- (i) any damage caused to the vehicle due to the use of snow chains;
- (j) for damage caused to the vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual;
- (k) tyre and windscreen damage unless Tyre and Windscreen cover has been purchased in which case accidental damage to tyres and windscreen is covered; and
- (l) for any cost associated with the incorrect use of fuel (fuel being diesel or petrol), this includes Bio-Diesel which should not be used, or water or other contamination of fuel.

## 23) VEHICLE SECURITY DEPOSIT

**23.1** On pick-up of the Vehicle, the Customer agrees to pay a Vehicle Security Deposit. The Customer authorises Backpacker to deduct from the Vehicle Security Deposit any amounts due by them to Backpacker arising out of the Agreement. The Vehicle Security Deposit amount is determined by the Liability Reduction Option selected. Only the Customer's credit card is suitable for the purpose of supplying a Vehicle Security Deposit.

**23.2** If you do not take Liability Reduction Option 1 or Liability Reduction 2, the Vehicle Security Deposit is NZ\$3,500 for the Backpacker Breezer, Nomad and Wanderer Campervans, NZ\$5,000 for Quattro and Six Pack campervans, NZ\$1,000 for Rental Cars for 21+ year old Customers or NZ\$2,000 for 18-20 year old Customers and is payable by credit card only. The amount will be **debited** to the Customer's account immediately. In the event of single Vehicle accident and the rented Vehicle being a Rental Car, the additional amounts required will be **debited** immediately at time of accident report. If an 18-20 year old, Customer and a 21+ year old Customer hire a vehicle together the 18-20 year old Customer liability and Vehicle Security Deposit requirements apply.

**23.3** If Liability Reduction Option 1 has been taken the Vehicle Security Deposit is NZ\$1,500 for the Backpacker Breezer, Nomad and Wanderer campervans, NZ\$2,500 for Quattro and Six Pack campervans, NZ\$1,000 for a Rental Car if the Customer is 18-20 years of age or NZ\$250 for 21+ year old Customers, payable by credit card only. The amount will be **debited** to the Customer's account immediately. In the event of single vehicle accident and the rented vehicle being a Rental Car, the additional amounts required will be **debited** immediately at time of accident report. If an 18-20 year old, Customer and a 21+ year old Customer hire a vehicle together the 18-20 year old Customer liability and Vehicle Security Deposit requirements apply.

**23.4** If the Liability Reduction Option 2 has been taken for a campervan the Vehicle Security Deposit is NZ\$220 and in this instance an **imprint** of the renter's card will be taken. If a Rental Car the Vehicle Security Deposit is NZ\$250, payable credit card only. This amount will be **debited** to the Customer's account immediately.

**23.5** The Vehicle Security Deposit is fully refundable provided the Vehicle is returned on time, to the correct location, undamaged, in a clean condition and with full fuel tanks (fuel being petrol, diesel, and LPG gas).

**23.6** Backpacker reserves the right to retain a NZ\$220 soiling fee if the Vehicle is not returned in a clean condition. This includes smoking related cleaning, as smoking is not permitted in the Vehicle. The toilet and wastewater tank (if applicable) must be emptied prior to the return of the Vehicle, or an additional NZ\$125 soiling fee will be retained.

**23.7** Except where the Customer has purchased PGO and/or PPF, failure to return the Vehicle with full petrol, diesel and/or LPG tanks will result in refill charges, which will be advised upon return of the Vehicle.

## 24) PROCEDURES IN CASE OF ACCIDENT

If the Customer is involved in a motor vehicle accident whilst on hire, the following procedures should be followed:

### (a) At the accident scene the Customer must:

1. Obtain the names and addresses of Third Parties and any witnesses.
2. Report the accident to police, regardless of estimated damage costs.
3. Not accept blame or insist the other party is at fault.
4. If possible, photograph damage to all vehicle(s) and registration number(s).
5. Phone the nearest Backpacker Branch with the accident's details within 24 hours.

### (b) At the branch

1. The Customer must produce their Driver's Licence and hand over the police report (if applicable) and any supporting photographs.
2. The Customer is required to pay the Liability (if applicable) and any other amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting 'the event' and not at completion of the Rental Period.

3. Backpacker reserves the right to charge the daily rental rate for the period the vehicle is off fleet for accident repairs.
4. The Backpacker Customer Service Representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately signed by the Customer.

### (c) Exchange vehicle

1. The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, Customer location, accident liability and remaining hire duration. Additional charges may be incurred (see below).
2. If an Exchange Vehicle is required because of an accident, the Customer is responsible for making their own way to the nearest Backpacker branch or pick up location at their own cost.
3. Backpacker may offer the Customer the option of paying an "Exchange Vehicle Relocation Fee" to send a driver to deliver the exchange vehicle to the Customer's location.
4. The Customer will pay for any costs relating to delivery of a change over vehicle because of any single Vehicle accident. This charge applies irrespective of any Liability Reduction taken.
5. A new Vehicle Security Deposit will be required for the exchange Vehicle.

### (d) Time frame for settlement of customer liability claims

1. Backpacker shall use best endeavours to ensure that any money due back to the Customer is forwarded as quickly as possible, however Third Party claims can take months or even years to resolve. Backpacker cannot force the destiny of these claims, and the Customer acknowledges that handling of these claims is up to Backpacker's Insurer and the Third Party, whether they be insured or not.
2. Backpacker agrees to refund any Vehicle Security Deposit refunds applicable within 60 days of receiving final resolution and payment relating to Third Party claims.
3. For information regarding outstanding claims or Vehicle Security Deposit refunds please contact the Claims Department on +64 9 255 0620 during office hours.
4. The Customer agrees to provide all reasonable assistance to Backpacker in handling any claim including providing all relevant information and attending Court to give evidence.

**Important Note:** Under no circumstances should the Customer attempt to start or drive a vehicle that has been involved in an accident, damaged by rollover, water submersion or any other means without permission from Backpacker. If the vehicle is un-driveable after an accident and the Customer would like to have a replacement vehicle, which will be subject to time, distance and availability, the Customer must make his/her own way (at the Customer's expense) to the nearest Backpacker branch. Should the Customer require a change over vehicle, a new Vehicle Security Deposit is required and this amount is determined by the Liability Reduction Option.

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## 25) RELEASE AND INDEMNITY OF BACKPACKER

**25.1** The Customer releases Backpacker, its employees and agents, from any liability to the Customer (regardless of who is at fault), for any loss or damage incurred by the Customer by reason of rental, possession or use of the Vehicle.

**25.2** The Customer hereby indemnifies and shall keep indemnified Backpacker, 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 the Customer's use and/or possession of the Vehicle.

**25.3** Any indemnity required of the Customer shall not operate to indemnify Backpacker in respect of any negligent act by Backpacker.

## 26) INFRINGEMENTS

Backpacker reserves the right to charge the Customer for any speeding, toll way or parking fines, and/or vehicle damage including Third Party property damage not reported on return of the vehicle. In addition to these costs Backpacker, reserve the right to charge for associated administration costs for processing the fines (irrespective of liability) and/or all claims in the event of the Customer not having a NIL liability. In addition to the costs associated per fine and/or claim, an administration fee of NZ\$60 will be applicable.

## 27) RENTAL CHARGES

Total charges as set out in your rental agreement are not final. The Customer will pay any shortfall in charges to Backpacker and the Customer will receive a refund for any overcharges made by Backpacker. Wherever possible, any amendment to charges will be notified to the Customer at conclusion of rental, and the Customer agrees to payment of any such charges at that time.

## 28) TAXES

A Diesel Tax Recovery fee will be calculated and collected on return of a Campervan hire based on the kilometres traveled during the hire. The costs can be obtained from the Customer Service Representative.

Backpacker reserves the right to amend the Diesel Tax Recovery Fee upon Government intervention.

## 29) PAYMENT OF CHARGES – JOINT AND SEVERAL LIABILITY

All charges and expenses payable by the Customer under this Agreement are due on demand by Backpacker including any collection costs and reasonable legal fees incurred by Backpacker. When the Customer comprises of more than one person, each person is liable, jointly and severally for all obligations of the Customer pursuant to this Agreement.

## 30) CREDIT CARD PAYMENTS

**30.1** If a credit card is presented as payment, the credit card holder will be jointly and severally liable as a Customer.

**30.2** The following credit cards will be accepted: Visa Card and MasterCard. A non-refundable 2% administration fee will apply to all Visa and MasterCard transactions. Credit card administration fees also apply to debited Vehicle Security Deposits. Only the Customer's credit card is acceptable to use for providing the required Vehicle Security Deposit.

**30.3** When payment is made by credit card, the Customer agrees that:

(a) Backpacker is irrevocably authorised to complete any documentation and to take any other action to recover from the Customer's credit card issuer all amounts due by the Customer pursuant to

this Agreement, including, but not limited to, any amounts due in respect of damage to the Vehicle or to property of a Third Party and all other additional charges as they are incurred including all parking and traffic infringement penalties, road toll fines and associated administration costs;

(b) the Customer will not dispute his/her liability to Backpacker for any amount properly due under this Agreement and the Customer shall indemnify and keep indemnified Backpacker against any loss incurred (including legal costs) by reason of notifying the Customer's credit card issuer of such dispute;

(c) in the event that Backpacker elect to accept payment of the Vehicle Security Deposit by holding a signed and authorised open credit card voucher which is returned to the Customer at the completion of the Rental Period, the Customer agrees that Backpacker is entitled to recover payment from the Customer's credit card issuer pursuant to paragraph (a) in respect of any amounts due which were not known at the time of return of the voucher; and

d) Backpacker may process credit card charges pertaining to the rental after the hire period.

**30.4** The Customer acknowledges that all transactions under this Agreement are conducted in New Zealand dollars. Due to exchange rate fluctuations and bank fees there could be some variance between the amount initially debited against the Customer's credit card and the amount refunded. Backpacker accepts no liability for any such variation.

## 31) PERSONAL AND COMPANY CHEQUES

Personal and Company cheques will not be accepted as payment for rentals at the time of pick-up. These must be received by Backpacker 14 days prior to commencement of Rental. Personal or Company cheques are not acceptable as the Vehicle Security Deposit.

## 32) CONDITIONAL UPON PAYMENT

The Customer agrees that provision of any rental Vehicle is conditional upon Backpacker being paid by the Travel Agent or Travel Wholesaler who arranged the vehicle rental on the Customer's behalf. Backpacker reserves the right to collect payment from the Customer in the event of a failure by the Travel Agent or Travel Wholesaler to pay for the rental.

## 33) TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE

**33.1** The Customer acknowledges that Backpacker may refuse any rental, terminate this Agreement and/or repossess the Vehicle (and for that purpose enter upon any premises and remove the Vehicle) at any time, without notification to the Customer, and that the Customer will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

- the Customer is in breach of any material term of this Agreement, particularly clauses 15 and 37;
- the Customer has obtained the Vehicle through fraud or misrepresentation;
- the Vehicle appears to be abandoned;
- the Vehicle is not returned on the agreed return date or Backpacker reasonably believe that the Vehicle will not be returned on the agreed return date; or
- Backpacker considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

**33.2** The Customer understands that in the event of such termination or repossession, the Customer has no right to a refund of any part of the rental charges or the Vehicle Security Deposit.

## 34) CANCELLATIONS

**34.1** If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply. Cancellation fees apply only to campervan hires, do not apply to car hire, and are as follows:

If cancelled up to 22 days prior to pick-up:

*No Fee*

If cancelled from 21 to 7 days prior to pick-up:

*20% of Gross Rental*

If cancelled 6 to 1 days prior to pick-up:

*50% of Gross Rental*

If cancelled on day of pick up or No Show:

*100% of Gross Rental*

If Vehicle is returned early for any reason whatsoever:

*No refund available*

The above cancellation schedule is not applicable to hires with a collection date between 01 September 2011 and 31 October 2011, refer below for the cancellation fees applicable during this time.

If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply.

If cancelled between 149 and 91 days prior to pick up:

*50% of Gross rental*

If cancelled 90 days prior to pick up:

*100% of Gross rental*

Late vehicle collection or early return during the hire:

*No Refund available*

## Cancellations for Ferry Crossings

Bookings made for ferry crossings during 01 September and 31 October will require final customer names 90 days before travel or the space will be cancelled.

Bookings made for travel during 01 September and 31 October that are cancelled or reduced in value within 28 days of travel will have a 70% cancellation penalty applied.

## 35) PROPER LAW

This Agreement is governed by New Zealand law.

## 36) CUSTOMER WARRANTIES

The Customer warrants that all information supplied by them to Backpacker in connection with this Agreement is true.

## 37) 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.