

# Terms and Conditions

Effective Oct 1, 2021

This agreement ("agreement") is between Wilderness Motorhomes Limited ("Wilderness") and the hirer whose particulars are set out on page 1 of this agreement ("Hirer") and (if different to the Hirer) the credit cardholder identified on page 1 ("Cardholder").

The agreement comprises the details set out on page 1 (and any supplementary pages), the acceptance and acknowledgement on page 2, these terms and conditions, the selected options and other information completed or communicated by or on behalf of the Hirer in the online booking facility on the Wilderness website or by telephone and confirmed in writing by Wilderness, the damage report acknowledgement at pick up and (if applicable) the special terms and conditions that apply to relocation deals (as displayed on the Wilderness website).

The Hirer and (if different to the Hirer) the Cardholder are jointly and severally liable for the obligations of the Hirer under this agreement.

1. Wilderness agrees to hire out and the Hirer agrees to take on hire the vehicle, details of which are set out on page 1 of this agreement ("Vehicle"), for the Rental Period described in this agreement. The term "Vehicle" also includes tyres, windscreens, tools, accessories, camping utensils, and all other equipment, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided.

## DEFINITIONS

2. In this agreement, unless the context otherwise requires: "Liability Reduction Option" means either the "Extra" or "VIP" liability reduction options described in clause 30 (a). "Rental Period" means the agreed hire period or any agreed variation of such and any additional period during which the Vehicle is in the Hirer's possession or control. Terms defined on the front page of this agreement and in the main body of these terms and conditions shall have the defined meaning in the whole agreement.

## VEHICLE DELIVERY

3. Wilderness shall supply the Vehicle:
  - a. In a safe and roadworthy condition, up to the current Certificate of Fitness standards;
  - b. In a clean and tidy condition, with a full fuel tank and full LPG gas bottles; and
  - c. The engine coolant, oil and AdBlue in the Vehicle are at their proper levels.
4. If the reserved Vehicle is not available for any reason, then the reserved Vehicle may be substituted by Wilderness with a comparable or superior Vehicle at no extra cost to the Hirer. Such Vehicle substitution shall not constitute a breach of contract and does not entitle the Hirer to any form of refund. If no substitute Vehicle is available to the Hirer, Wilderness' liability shall be limited to a refund of the hire charge in full. The provisions of this clause shall not apply in circumstances of a force majeure event under clauses 44, 45 and 46.
5. The Vehicle may be driven during the Rental Period only by the persons described on page 1 of this agreement under "Driver Details" and only if each such person holds a current full driver's licence appropriate for the class of the Vehicle, is aged 21 or over and is not breaching any condition of their licence. The licence details are recorded in the agreement alongside each person's name. If the foreign driver's licence is not in English, an accurate English translation by an NZ Transport Agency approved translator or international driving permit that is issued in English or translated into English shall be carried with the foreign driver's licence. Driver licences, English translations and international driving permits must be in original physical form. Digital licences, translations or permits are not acceptable.
6. The Hirer shall pay Wilderness for the hire of the Vehicle the sums specified in this agreement. If the booking is made 7 days or less prior to pick up, the full amount must be paid at time the booking is made. For all other bookings, a 30% deposit is payable at the time the booking is made. The deposit secures the booking. The balance shall be due as follows:
  - a. For Rental Periods commencing between 21 December and 8 February, the balance shall be due 21 days prior to commencement of the Rental Period. If the balance is not received 21 days prior to commencement of the Rental Period, Wilderness reserves the right to treat the booking as cancelled.
  - b. For all other Rental Periods, the balance is due 7 days prior to commencement of the Rental Period. If the balance is not received 7 days prior to commencement of the Rental Period, Wilderness reserves the right to treat the booking as cancelled.
  - c. If the Rental Period is later extended the Hirer shall pay Wilderness for the additional hire period when Wilderness confirms the extended period. Extensions are subject to availability and are calculated at the daily rental rate applicable on the date Wilderness confirms the extension together with the selected Liability Reduction Option daily rate (if applicable).
7. The Hirer and Wilderness acknowledge that, subject to availability, at any time prior to pick up of the Vehicle, the Hirer may request additional options or accessories to be added to those made at the time of booking or to extend the Rental Period. Accordingly, the hire costs payable prior to pick up of the Vehicle will not be finalised until pick up. In the event of additional options or accessories being added and/or the Rental Period extended, payment in full for those additions must be made contemporaneously with pick up of the Vehicle.
8. The New Zealand government imposes a road user charge on users of diesel vehicles. The Hirer must therefore pay a road user charge recovery fee (Road User Charge Recovery Fee) on return of the Vehicle to Wilderness except where the VIP Liability Reduction Option has been selected, in which case the Road User Charge Recovery Fee is included in the daily rate. The Road User Charge Recovery Fee payable by the Hirer will be calculated on return of the Vehicle based on the kilometres travelled during the hire and the category of Vehicle booked by the Hirer. The current Road User Charge Recovery Fee is displayed on the Wilderness website or may otherwise be obtained from Wilderness upon Vehicle pick up. Wilderness reserves the right to amend the Road User Charge Recovery Fee in response to changes in New Zealand Government road user charges at any time. The Hirer agrees to pay a bond equal to the applicable insurance excess at the start of the hire which will be refunded once the Vehicle and its contents have been returned in the same condition as when hired and the Vehicle is returned to the agreed location on the agreed date. The bond will be reduced ratably and proportionally to allow the Operator to put the Vehicle and/or its contents back in the same condition it was when it was hired.
9. The Hirer acknowledges that she/he shall be liable to pay to Wilderness during or after the Rental Period is completed any applicable additional charges specified in the agreement. These may include the Road User Charge Recovery Fee, charges for fuel, late return, damage to or repair of the Vehicle (subject to other terms in this agreement), costs incurred by Wilderness through salvage or loss of revenue resulting from the hire, any enforcement charges relating to such damage or repairs (including legal costs), fines or infringement fees for traffic and parking offences, toll charges, committed or incurred during the hire and the administration costs relating to these fines, fees, and charges. Wilderness will deduct such charges from the Hirer's credit card during or after the Rental Period is completed, or the Hirer may pay such charges as agreed with Wilderness, such choice to be at Wilderness' sole discretion.
10. All payments shall be made in New Zealand Dollars in cleared funds by bank transfer, eftpos, or credit card or other electronic payment method acceptable to Wilderness provided however any payment method other than credit card is not available as a means of payment if the booking is made 7 days or less prior to Vehicle pick up. The following credit cards will be accepted: Visa, Mastercard and American Express. A non-refundable 2.5% administration fee will apply to Visa and Mastercard transactions and 4.5% to American Express transactions. Even where payment at the commencement of the Rental Period is made by bank transfer, the Hirer must provide credit card details to secure any future payment obligations. The Hirer acknowledges that Wilderness does not retain credit card details, only its payment provider. Unless otherwise stated all dollar amounts specified in this agreement are New Zealand dollars and include GST.

## BOND AND REMOVAL OF LIABILITY REDUCTION OPTION

11. The Hirer acknowledges:
  - a. Subject to sub-clause 11(b), although Wilderness does not require payment of a bond at the commencement of the Rental Period, if at any time during the Rental Period the Vehicle or third party property is damaged (Specified Damage) regardless of who is at fault, the Hirer agrees to immediately pay a bond equal to the applicable insurance excess, the amount of such excess being dependent on whether a Liability Reduction Option was taken up by the Hirer. The bond is to cover the Specified damage to the Vehicle or third party property. Unless other arrangements acceptable to Wilderness are made, the required bond payment will be deducted from the Hirer's provided credit card. The bond payment will be used by Wilderness to pay the Vehicle back in the same condition it was in at pick up, repair any third party property damage or pay any other amounts payable to Wilderness by the Hirer. Any surplus not utilized for such purposes will be credited to the credit card provided by the Hirer or (if paid by bank transfer, eftpos or other electronic payment method pursuant to clause 11(b)) returned to the Hirer.
  - b. Notwithstanding sub-clause 11(a), any Hirer who is unable to provide Wilderness with a credit card to debit as security for its obligations under this agreement, must pay a bond to Wilderness for the same purpose at the commencement of the Rental Period, such bond to be either:
    - i. Equal to the applicable insurance excess, the amount of such excess being dependent on whether a Liability Reduction Option was taken up by the Hirer; or
    - ii. Where the VIP Liability Reduction Option has been taken up by the Hirer, the sum of \$500,such bond payment to be made in cleared funds by bank transfer, eftpos or other electronic payment method acceptable to Wilderness at least seven days prior to pick up, or other timing acceptable to Wilderness.
12. In addition to the bond payment required under clause 11(a) to cover the Specified Damage to the Vehicle or third

party property, or where sub-clause 11(b) applies, where at any time during the Rental Period the Vehicle or third party property is damaged, the Hirer shall also immediately pay a further bond as follows:

- a. Subject to sub-clause 12(b), the further bond shall be equal to the applicable insurance excess, the amount of such excess being dependent on whether a Liability Reduction Option was taken up by the Hirer. This further bond is to cover any future damage to the Vehicle or third party property or other amounts payable to Wilderness by the Hirer. The further bond is payable by deduction from the Hirer's provided credit card or by bank transfer. Any surplus not utilized for such purposes will be credited to the credit card provided by the Hirer or (if paid by bank transfer) returned to the Hirer;
- b. Notwithstanding sub-clause 12(a), where there has been significant damage to the Vehicle or third party property or Wilderness is concerned about the circumstances in which the damage occurred, Wilderness may in its discretion elect that the original Liability Reduction Option taken out not be available for the balance of the Rental Period, in which case the insurance excess payable by the Hirer for the remainder of the Rental Period shall be \$7500 for each further incident/damage.

## PRICING MISTAKES

13. If a clear and obvious pricing mistake is made by Wilderness on its website or other publicity, Wilderness shall not be bound by the mistake and may correct it even after a booking has been made. However, the Hirer shall in such circumstances have the option of cancelling the booking and obtaining a full refund of any money already paid.

## RENTAL DURATION

14. Wilderness has minimum rental periods which may be varied from time to time. Wilderness may apply a minimum rental charge equivalent to the number of hire days in the minimum rental period multiplied by the applicable daily rental rate/s. If the Hirer wishes to hire the Vehicle for less than the minimum rental period, and Wilderness agrees, a fee equivalent to the difference between the rate for the actual rental period and the minimum rental charge will apply.
15. Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle was hired, 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.

## REFUNDS

16. The Hirer acknowledges that if a refund is provided by Wilderness, Wilderness will credit the full amount due to the Hirer's credit card in New Zealand dollars but does not accept any liability for credit card fees or bank-imposed fees relating to currency conversion or foreign transactions which may reduce the total amount credited.

## LATE PICK UP AND EARLY DROP OFF

17. Late pick up or early return of the Vehicle shall not entitle the Hirer to any refund of the unused portion of the Rental Period.
18. The Hirer shall not:
  - a. Sub rent or hire the Vehicle to any other person or carry any paying passengers;
  - b. Allow the Vehicle to be used outside his/her authority;
  - c. Operate the Vehicle, or permit it to be operated, in circumstances that constitute an offence against the New Zealand Land Transport Act or other Act, regulation, rules, or bylaws relating to road traffic;
  - d. Drive or allow the Vehicle to be driven by any person, who:
    - i. is under the influence of any intoxicating substance or drug, to the extent that an offence is committed under the Land Transport Act 1998 and its amendments and/or re-enactment of that Act; or
    - ii. has a proportion of alcohol in the blood or breath which exceeds the legal limit; or
    - iii. fails to supply a blood or breath sample as required by law; or
    - iv. fails to stop or remain at the scene following an accident as required by law.
  - e. Drive or allow the Vehicle to be driven on any beach or surface likely to damage the Vehicle;
  - f. Drive or allow the Vehicle to be driven on any road, track or other surface where there is signage indicating that it is not suitable for motorhomes, campervans or large or heavy vehicles;
  - g. Drive or allow the Vehicle to be driven on any road, track or other surface where there are trees or other low hanging structures that could damage the Vehicle or there are trees, fences or other obstacles that could prevent or hinder progress and/or damage the Vehicle;
  - h. Drive or allow the Vehicle to be driven outside of the normal use of a leisure campervan including (but not limited to) being driven on any race track or rally circuit, or used for racing, pace making, reliability trial, hill climbing or speed tests, or in any film, TV or recorded stunt work, or being driven in preparation for any of these activities;
  - i. Operate the Vehicle or allow it to be operated with more than the maximum permitted payload specified in the certificate of loading or road user certificate or detailed in the Vehicle Manual, whichever is the lesser;
  - j. Operate the Vehicle or allow it to be operated for the transport of more persons than the number of properly functioning seat belts in the Vehicle;
  - k. Drive or allow the Vehicle to be driven otherwise than in a safe and prudent manner;
  - l. Allow the Vehicle to be submerged in water, brought into contact with salt water, used in a creek or river crossing, or driven through flooded areas;
  - m. Use the Vehicle for any illegal purpose;
  - n. Use the Vehicle to tow any vehicle or trailer;
  - o. Allow the Vehicle to be used to carry volatile liquids, gases, explosives or other corrosive or inflammable material except LPG gas bottles supplied by Wilderness;
  - p. Allow the Vehicle to be used for transporting and haulage of goods other than what might be reasonably expected of a leisure campervan rental;
  - q. Make any alterations or additions to the Vehicle without the prior written approval of Wilderness.

## 19. The Hirer shall ensure that:

- a. All reasonable care is taken when driving and parking the Vehicle;
- b. The engine coolant, oil and AdBlue in the Vehicle are at all times maintained at their proper levels;
- c. The tyres are maintained at their proper pressure;
- d. The Vehicle is locked and secure at all times when it is not in use;
- e. The Vehicle keys are kept secure. The cost of replacement keys (approximately \$1000) and related services, for example courier, is at the Hirer's expense;
- f. No part of the engine, transmission, braking or suspension systems are interfered with;
- g. The fuel, oil and AdBlue tanks are filled with the correct fuel/oil/AdBlue and the freshwater tanks are not contaminated. The cost of replacing damaged tanks, engine parts or other damage to the Vehicle due to the Hirer's fault and any towing or Vehicle recovery costs is at the Hirer's expense;
- h. Should a warning light be illuminated or the Hirer otherwise believes the Vehicle requires mechanical attention, the Hirer must stop the Vehicle and advise Wilderness immediately;
- i. The distance recorder or speedometer are not interfered with;
- j. The Vehicle is not driven with the handbrake on or the accelerator and brake pedal depressed concurrently;
- k. A copy of this agreement is kept in the Vehicle during the Rental Period and is produced without delay for inspection by an enforcement officer;
- l. There is no smoking in the Vehicle or in such proximity to the Vehicle that smoke enters the Vehicle. Any evidence of smoking in the Vehicle or of smoke having entered the Vehicle will incur a cleaning fee of \$500;
- m. Animals, except for registered guide or disability assistance dogs, are not permitted inside the Vehicle. Any evidence of unauthorized animals in the Vehicle will incur a cleaning fee of \$500.

20. The Hirer is responsible for the cost of all fuel, engine coolant, oil and AdBlue used during the Rental Period.

21. Where Wilderness provides unlimited wireless internet, the Hirer shall not do anything illegal while online and shall only use a fair amount of data and not use an excessive amount. Where the Hirer uses an excessive amount, Wilderness reserves the right to charge the Hirer for the excessive amount.

22. If the Vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, or there are any other problems associated with Vehicle, regardless of the cause, the Hirer shall notify Wilderness of the full circumstances within 24 hours in order to give Wilderness the opportunity to rectify the problem during the Rental Period. Failure to do so may affect any claims for compensation.

23. The Hirer shall not arrange or undertake any repairs or salvage without the authority of Wilderness except to the extent that repairs or salvage are necessary to prevent damage to the Vehicle or to other property or persons. If the Vehicle is damaged or in need of mechanical repair to the extent that it cannot be driven, Wilderness shall endeavour to exchange the Vehicle, however, this is not guaranteed and is subject to a suitable replacement Vehicle being available at the time. While Wilderness will act reasonably in the circumstances, the terms of any exchange are at its discretion and will be affected by:

- a. Whether the Hirer was at fault
- b. The accessibility and cost of providing an exchange Vehicle to the particular location; and
- c. Other relevant factors at the time.

24. The liability of Wilderness extends only to the refund of hire charges for any full days of Vehicle use lost due to a mechanical breakdown not caused or contributed to by the Hirer. No responsibility for out of pocket expenses, accommodation charges or meals resulting from a breakdown or accident will be accepted.

25. All Vehicles are provided with 24 hour roadside assistance covering any mechanical faults with the Vehicle provided however such roadside assistance does not cover the following and the associated costs will be the responsibility of the Hirer:

- the Vehicle has run out of fuel;
- the breakdown is caused by the Vehicle being incorrectly fueled or engine oil lubricated;
- the AdBlue additive is incorrectly added or there was a failure to top up the engine oil when required;
- the Vehicle is unable to be accessed due to a lock out or the Vehicle keys being lost;
- flat batteries caused by incorrect usage of the batteries and/or incorrect usage of any equipment that requires the batteries in order to operate;
- flat or damaged tyre(s) unless the Hirer has taken the VIP Liability Reduction Option;
- the Vehicle is unattended at the time the road side assistance provider arrives at the breakdown location;
- the Vehicle is not on a public or formed road and is trapped or bogged;
- the breakdown or damage is caused by the Vehicle being driven with the handbrake on or the accelerator and brake pedal depressed concurrently;
- any Vehicle breakdown caused by the willful act or negligent omission of the Hirer.

26. For the avoidance of doubt, the costs of all call outs to the road side assistance provider for non mechanical faults will be the responsibility of the Hirer.

27. The Hirer shall, at or before the expiry of the agreed Rental Period, deliver the Vehicle to Wilderness at the drop off location, day and time as shown on the front page of this agreement, or obtain Wilderness' consent to any alteration of these terms. Any alteration to the location the Vehicle is returned to will be subject to a relocation charge of up to \$1000. Failure to return the Vehicle at the agreed time and/or day will incur a late fee of \$150 per day payable in addition to the total daily rental (comprising the daily rental rate, liability reduction option amount and all extras) for each day until the Vehicle is returned. If the Vehicle is returned early, no refund will be given.

28. The Hirer shall return the Vehicle with:

- full diesel tanks and full LPG bottles. Failure to do so shall result in refill charges of fuel and LPG cost plus \$50;
- empty waste tanks. Failure to do so shall result in an emptying fee of \$200;
- all Vehicle equipment and other items supplied with the Vehicle accounted for and undamaged. The Hirer is liable for the cost of any equipment and other items supplied with the Vehicle that are damaged or not accounted for;
- fresh water tanks that are not contaminated. Failure to do so shall result in the Hirer being liable for the costs of damage referred to in clause 19 (g); and
- In a reasonably clean and tidy condition. Failure to do so shall result in a cleaning fee of \$500.

#### VEHICLE DAMAGE - LIABILITY, INSURANCE AND LIABILITY REDUCTION OPTIONS

29. Subject to clauses 30 and 31, the Hirer is liable for:

- Any loss of, or damage to, the Vehicle including (but not limited to) windscreens and tyres (but excluding fair wear and tear) including (but not limited to) as a result of accident, theft, break in, fire or malicious damage;
- Any loss of, or damage to, vehicles and property of third parties arising during the Rental Period; and
- Any other loss, damage, liability or costs incurred by Wilderness, including (but not limited to) Vehicle towing and recovery costs, as a result of or arising out of the matters referred to in clauses 29 (a) and (b).

30. Notwithstanding clause 29 the Hirer is covered against any loss, damage, liability or cost referred to in clause 29 under Wilderness' insurance cover, but subject to the following exclusions and limitations:

- The Hirer is liable for payment of the applicable insurance excess, regardless of who is at fault. Under the Basic liability option (which is included in the Vehicle rental charge) the insurance excess payable by the Hirer with respect to any loss, damage or cost referred to in clause 29 is the first \$7500. However, such insurance excess amount may be reduced or eliminated (as the case may be) by the Hirer taking a Liability Reduction Option, in each case by paying an additional daily rate. The "Extra" Liability Reduction Option reduces the Hirer's liability to \$950. The "VIP" Liability Reduction Option reduces the Hirer's liability to \$0;
- The Hirer's liability for payment of the applicable excess amount is for each incident/accident;
- The Hirer is covered up to a maximum of \$10,000,000 in respect of any loss of, or damage to, vehicles and property of third parties in respect of any one claim or claims arising from one accident;
- Wilderness insurance does not cover the loss of, damage to or theft of the Hirer's personal items or those of other persons traveling in the Vehicle;
- Regardless of the applicable liability option (as referred to in sub-clause 30 (a) above), the Hirer will be responsible for payment of the full amount of any loss, damage, liability or cost referred to in clause 29 if:
  - The Hirer breaches any of the terms of this agreement and that breach is the cause of, or materially contributes to, such loss, damage, liability or cost;
  - The loss, damage, liability or cost is caused, sustained or incurred whilst the Vehicle is:
    - being driven by a person not permitted to drive the Vehicle under clause 5 of this agreement;
    - being driven outside of the normal use of a leisure campervan including (but not limited to) being driven on any race track or rally circuit, or used for racing, pace making, reliability trial, hill climbing or speed tests, or in any film, TV or recorded stunt work, or being driven in preparation for any of these activities;
    - being driven by any person who is under the influence of any intoxicating substance or drug, to the extent that an offence is committed under the Land Transport Act 1998 and its amendments and/or re-enactment of that Act;
    - being driven by any person who has a proportion of alcohol in the blood or breath which exceeds the legal limit;
    - being driven by any person who fails to supply a blood or breath sample as required by law;
    - being driven by any person who fails to stop or remain at the scene following an accident as required by law;
    - being driven in an unsafe condition where such condition caused or contributed to the loss, damage, liability or cost, and the Hirer or driver was aware of such unsafe condition or the Hirer or driver by the exercise of reasonable diligence ought to have been aware of it. For the purposes of this clause the term "unsafe condition" shall include such condition as may result in damage to the Vehicle;
    - loaded or being loaded in excess of the manufacturer's specifications or in excess of any legal limit but only where the excess loading causes or contributes to the loss, damage, liability or cost;
    - being driven in breach of any law relating to driving hours; and
    - being loaded or unloaded where it takes place beyond the limits of a thoroughfare (public road).
  - the Vehicle is wilfully or recklessly damaged or lost by the Hirer, a permitted driver, or a person under the Hirer's authority or control, including (but not limited to) sitting or standing on the roof, driving on any beach or surface likely to damage the Vehicle or cause it to become bogged or trapped, driving through flooded areas, submersing in water, contacting salt water;
  - the Vehicle fuel, oil, AdBlue or freshwater tanks are contaminated.

31. Where the total cost of a claim is less than the excess then the Hirer shall be liable to pay that lesser amount.

32. Wilderness may at any time make the applicable deduction of the Hirer's liability under clauses 29, 30 and 31 (or any part of such) from the Hirer's provided credit card or bond taken pursuant to clauses 11 and 12 following notification or assessment of the Hirer's liability or any part of such. Any amount of such Hirer's liability not recovered by Wilderness by deduction from the credit card or bond is payable by the Hirer upon demand by Wilderness.

33. A Liability Reduction Option may not be purchased or changed by the Hirer once the Vehicle has been picked up from Wilderness.

#### TRAFFIC AND OTHER OFFENCES

34. The Hirer is responsible for all toll road charges (except where the VIP Liability Reduction Option is taken), fines, court costs and administrative fees for any traffic, bus lane, parking or freedom camping offences or other legal violations assessed against the Vehicle, the Hirer or Wilderness in connection with the Vehicle during the Rental Period (together "Infringement Fees"). Such Infringement Fees are charged by national and local authorities as well as private companies. Wilderness will debit the Hirer's credit card for any such Infringement Fees. Wilderness will also charge and debit the Hirer's credit card an administration fee of \$25 per infringement notice received. Wilderness will debit such Infringement Fees and administration fee either during the Rental Period or after its expiry.

35. Wilderness will send the Hirer a copy of the infringement notice and any reminder notice as soon as practicable after it is received by Wilderness. The Hirer's right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority will be as set out in the notice. If the Hirer wishes to challenge, complain about, query or object to the alleged offence the Hirer must do so directly to the enforcement authority but it must also immediately advise Wilderness of its intention to do so, as once Wilderness pays the Infringement Fees the Hirer will lose its right to challenge, complain about, query or object to the alleged offence. Wilderness will have no liability to

the Hirer as a result of losing its right to challenge, complain about, query or object to the alleged offence unless it has advised Wilderness of its intention prior to Wilderness paying the Infringement Fees.

#### AMENDING OR CANCELLING BOOKINGS

##### Cancellation

36. For Rental Periods commencing between 21 December and 8 February, if the Hirer cancels the booking the following refunds/cancellation fees shall apply:

- If cancelled less than 21 days prior to or on the day of pick up, then no refund will be given;
- If cancelled 21 days or more prior to the day of pick up, then a full refund will be given.

37. For all other Rental Periods, if the Hirer cancels the booking the following refunds/cancellation fees shall apply:

- If cancelled less than 7 days prior to or on the day of pick up, then no refund will be given;
- If cancelled 7 days or more prior to the day of pick up, then a full refund will be given.

38. Wilderness may cancel any booking and decline to make available the Vehicle to the Hirer if it becomes aware the Hirer has breached the Hirer warranty under clause 54 or in any other way, in the sole opinion of Wilderness, does not appear to be a fit and proper person to hire the Vehicle. No refunds will be given in the case of a breach of the Hirer warranty under clause 54.

39. All cancellations (whether by the Hirer or Wilderness) must be in writing to the party's nominated email address.

##### Amendment

40. If the travel dates are amended within the cancellation fee period to be outside the cancellation fee period and are subsequently cancelled, the cancellation fee for the original booking shall apply. Also, if the travel dates are amended within the cancellation fee period to be outside the cancellation fee period then an amendment fee will apply.

41. If the Rental Period is changed any time after the booking has been made then the daily rental rate may increase and will be subject to vehicle availability.

42. For Rental Periods commencing between 21 December and 8 February, if the Rental Period is reduced less than 21 days prior to or on the day of pick up, then no refund will be given for the cancelled days.

43. For Rental Periods commencing at any time outside of the dates referred to in clause 42, if the Rental Period is reduced less than 7 days prior to or on the day of pick up, then no refund will be given for the cancelled days.

##### FORCE MAJEURE

44. In this agreement a "force majeure event" means a natural disaster (including (but not limited to) earthquake, tsunami, volcanic eruption, flood or wildfire), public health event (including (but not limited to) epidemic/pandemic), weather event (including (but not limited to) storm and tornado), strike, terrorist act, government, regional or local authority restrictions (including (but not limited to) border closure, restrictions on people or vehicle movement or access, business operation restrictions), a change in law or any other circumstances beyond the reasonable control of Wilderness.

45. If Wilderness is unable to provide rental services because of a force majeure event either at the commencement of or during a Rental Period, then Wilderness will provide the Hirer with a credit for the value of any unused hire charges and fees but shall be entitled to deduct a reasonable service fee from the credit amount to cover administration costs or vehicle recovery costs. Credits will be valid for 18 months from the date on which Wilderness advises that it cannot fulfil the rental as originally booked unless Wilderness agrees to an extension beyond such period. When using credits, the hire rates that apply are those applicable at the time of the new booking rather than the rates that were applicable under the original booking from which the credit arose.

46. The provisions of clauses 44 and 45 are intended to apply instead of the provisions of Subpart 4 of the Contract and Commercial Law Act 2017 relating to frustration of a contract.

##### TERMINATION OF AGREEMENT AND REPOSSESSING VEHICLE

47. Wilderness may terminate the agreement and/or take immediate possession of the Vehicle if:

- The Hirer breaches or fails to comply with any of the material terms of this agreement including (but not limited to) clauses 18 and 19 (relating to use of the Vehicle) and clause 54 (relating to Hirer Warranty) or Wilderness has reasonable cause to believe that the Hirer may breach or fail to comply with such provisions or may otherwise cause damage to the Vehicle or equipment and other items supplied with it;
- If the Vehicle is damaged;
- The Hirer has obtained the Vehicle through fraud or misrepresentation;
- The Vehicle appears to be abandoned;
- The Vehicle is not returned at or before the expiry of the agreed Rental Period or Wilderness reasonably believes that the Vehicle will not be returned at or before the expiry of the agreed Rental Period or in the condition it was in at pick up;
- Wilderness considers, on reasonable grounds that the safety of the passengers or the condition of the Vehicle is or has been endangered.

48. If Wilderness terminates the agreement pursuant to clause 47 then:

- no refund will be given;
- Wilderness may take immediate possession of the Vehicle and for this purpose enter upon any premises and remove the Vehicle at any time without notice to the Hirer. The Hirer will pay Wilderness the reasonable costs of repossessing the Vehicle including (but not limited to) towing charges; and
- The termination shall be without prejudice to the other rights of Wilderness and the rights of the Hirer under this agreement.

49. These terms and conditions as well as rates quoted are subject to change without notice. However, rates or conditions for a particular booking shall not be altered once that booking has been confirmed except where clauses 40-43 (inclusive) [relating to amendment] applies.

##### WILDERNESS LIABILITY

50. If the Hirer hires, or holds itself out as hiring the Vehicle in trade or for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 will not apply. Otherwise, nothing in this agreement affects the Hirer's rights under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 (such Acts being the "Consumer Legislation")

51. Except as expressly set out in this agreement or under the Consumer Legislation, there are no other warranties, conditions or representations relating to the hire of the Vehicle given by Wilderness to the Hirer. All conditions and warranties whether expressed or implied by law, trade, custom or otherwise are hereby expressly excluded except for those conditions and warranties implied by law which cannot be excluded or modified.

52. Subject to the Hirer's rights under the Consumer Legislation:

- Wilderness shall not be liable for any loss of profits or consequential, indirect or special loss, damage or injury of any kind suffered by the Hirer;
- Even where Wilderness provides installation assistance, Wilderness shall have no responsibility for, or liability to, the Hirer in connection with the installation of any baby seats, booster seats or other child restraints. The installation of such seats or restraints is the sole responsibility of the Hirer;
- Wilderness shall have no liability to the Hirer in connection with loss of or damage to the Hirer's or the Hirer's passengers' personal property stored at Wilderness' premises or in the Vehicle; and
- Without prejudice to the generality of the foregoing, Wilderness' total liability to the Hirer under or in connection with this agreement (howsoever arising) shall be limited to a maximum sum equal to the amount Wilderness receives from the Hirer for the hire of the Vehicle.

##### TITLE TO AND POSSESSION OF THE VEHICLE

53. The Hirer acknowledges that Wilderness retains title to the Vehicle at all times. The Hirer shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the possession of or otherwise deal with the Vehicle.

##### HIRER WARRANTIES

54. The Hirer warrants that all information supplied, or representations made, to Wilderness in connection with this agreement are true and accurate in all respects and the Hirer will immediately notify Wilderness of any change to such information or representations.

##### PRIVACY

55. Wilderness collects, holds and processes personal information in accordance with its Privacy Policy displayed on its website.

##### GOVERNING LAW

56. This agreement shall be governed by and construed in accordance with the laws of New Zealand and each party submits to the non-exclusive jurisdiction of the New Zealand courts.

##### PERSONAL INJURY AND TRAVEL INSURANCE

57. New Zealand's statutory no-fault accident compensation scheme provided by the Accident Compensation Corporation covers everyone in New Zealand, whether a resident or a non-resident, injured in an accident. Thus, Wilderness does not accept any liability for personal injuries sustained during the Rental Period, however, the Hirer still needs travel insurance because the Accident Compensation Corporation does not cover such things as illness, disrupted travel plans or emergency travel to get you back home, injuries while in transit to or from New Zealand and other risks. Accordingly, Wilderness strongly recommends the Hirer takes out personal travel insurance to cover illness, the loss of or damage to personal belongings and for other losses, costs or injuries that the Hirer may suffer or incur that are not covered by the Accident Compensation Corporation.