



### 1 Agreement

- 1.1 This is an Agreement between You and Apollo Motorhome Holidays Ltd (**Apollo**) to rent the Vehicle. You (including and Joint Renter and any Authorised Driver) are jointly and severally responsible for compliance with the terms of this Agreement.
- 1.2 You **must** keep a copy of the Agreement in the Vehicle throughout the rental period and produce it on demand to an enforcement officer.
- 1.3 This Agreement comprises **Rental Vehicle Agreement Part A** and **Rental Vehicle Agreement Part B** and **must** be read and construed in its entirety and shall constitute the entire agreement between Apollo and You.
- 1.4 This Agreement is governed by the laws of New Zealand. Any actions, claims, demands or suits arising out of or in respect of this Agreement **must** be brought in the courts in Auckland, New Zealand.
- 1.5 Certain conditions and warranties are implied by statute, which cannot be excluded, restricted or modified, such as those under the Fair Trading Act 1986 (NZ) and the Consumer Guarantees Act 1993 (NZ) (together **Consumer Law**). Where Apollo is permitted to limit its liability under the Consumer Law for breach of any implied condition or warranty, Apollo limits its liability to replacement, repair or re-supply of the Vehicle.
- 1.6 Subject to any rights to the contrary that You may have under the Consumer Law, Apollo has no liability for indirect or consequential loss under this Agreement.

### 2 Refusal of Rental

- 2.1 Apollo reserves the right to refuse any rental on reasonable grounds and may refuse to extend any rental, at its absolute discretion.

### 3 Vehicle Condition and Return

- 3.1 Apollo will supply the Vehicle in a safe and road worthy condition, displaying a valid, current Certificate of Fitness and fitted with a number plate.
- 3.2 You acknowledge that:
  - (a) the Vehicle was delivered to You by Apollo in a safe and road worthy condition with a valid and current Certificate of Fitness and You agree to return the Vehicle without alteration or addition and in the same condition, except for ordinary wear and tear (having regard to the period of this Agreement and not including windscreen or tyre damage) together with all tools, tyres, accessories and equipment to the Return Location on the Return Date specified in **Rental Vehicle Agreement Part A**;
  - (b) the Vehicle is and remains at all times the sole property of Apollo;
  - (c) You inspected the Vehicle at the Commencement of the Rental and ascertained that it was in good operating condition and fit for the purpose for which You required it; and
  - (d) the only existing damage to the Vehicle at the commencement of this Agreement is that detailed on the **Vehicle Condition Report**. It is essential that all existing damage is noted by You on the **Vehicle Condition Report**. Any damage which has not been noted on the **Vehicle Condition Report** will constitute Loss or Damage which has occurred subsequent to the commencement of this Agreement for which You shall be charged.
- 3.3 Apollo will take possession of the Vehicle without prior demand to You, and at Your expense, if there has been a Substantial Breach of this Agreement. In such circumstances, You irrevocably authorise Apollo, its employees and agents to enter any property where the Vehicle is situated and You indemnify Apollo, its employees and agents to the extent permitted by law

- 3.4 If the odometer is broken or otherwise tampered with, You will be responsible not only for an extra charged based on a calculation of 500 kilometres per day at 50c per kilometre, but also for costs incurred as a result of repairing or replacing the odometer and You are unable to provide full contact details and drivers' licence for the party at fault.
- 3.5 You **must**, at or before the expiry of this Agreement deliver the Vehicle to the Return Location or obtain Apollo's prior written consent to the continuation of the hire (in which case You **must** pay at the time of making a request for continuation of hire additional hire charges for the extended term of hire).
- 3.6 If You fail to return the Vehicle to the Return Location or return the Vehicle to a different location to the Return Location, You will be charged for all costs associated with transporting or towing the Vehicle to the Return Location plus a maximum \$5,000 relocation charge in accordance with clause 31.6 of this Agreement.
- 3.7 If You return the Vehicle after the Return Time without the permission of Apollo, You will be charged for the late return according to clause 31.7 of this Agreement.
- 3.8 If You attempt to return the Vehicle to the Return Location and it is not within ordinary operating hours for the Rental Location (as noted at the website [www.hippiecamper.com.nz](http://www.hippiecamper.com.nz)) at the time You return the Vehicle:
  - (a) the Vehicle will be deemed to have been returned at the time when that Return Location next opens for business;
  - (b) the Agreement shall continue until that time; and
  - (c) You shall remain fully responsible for the Vehicle, unless other arrangements have been agreed to in writing by Apollo.You will also be charged the late fee in accordance with clause 31.7 of this Agreement.
- 3.9 Unless the fuel has been prepaid, the Vehicle **must** be returned with the amount of fuel equal to that at the time Apollo provided the Vehicle to you. If the Vehicle is returned with less fuel the difference will be charged in accordance with clause 29 of this Agreement.
- 3.10 You **must** only use the fuel type specified by the manufacturer of the Vehicle.
- 3.11 Use of bio-diesel, ethanol or any organic hybrid fuel is strictly considered the wrong fuel type and constitutes a Substantial Breach of this Agreement. Any Loss or Damage to the Vehicle or any costs associated with the use of the wrong fuel, including contaminated fuel (other than where it is at the fault of a third party and that third party's details have been provided to Apollo), are at Your sole expense.
- 3.12 Apollo **must** be notified and it **must** agree in writing to any extension of the rental period beyond that specified in **Rental Vehicle Agreement Part A** prior to the return date for the Vehicle otherwise the Vehicle will be immediately reported to the police as stolen.

### 4 Unauthorised and Prohibited Use of Vehicle

- 4.1 Only Persons identified in **Rental Vehicle Agreement Part A** as either the renter or authorised driver may drive the Vehicle. Even when identified in **Rental Vehicle Agreement Part A**, Persons who **must not** drive the Vehicle:
  - (a) anyone who does not hold a valid and current overseas or New Zealand full driver licence (with English translation if required) that is appropriate for the class of Vehicle;
  - (b) anyone whose blood alcohol concentration or level of drugs exceeds the percentage permitted by law;

- (c) anyone under the influence of or impaired by a drug, intoxicating liquor or substance;
- (d) anyone who has given, or for whom You have given, a false name, age, address or driver's licence details;
- (e) anyone whose driver's licence has been cancelled or suspended within the last three years;
- (f) anyone who is a learner driver, a provisional or probationary licence holder or has not held a full driver's licence for any class of vehicle for at least one year;
- (g) anyone under 18 years of age; or
- (h) anyone who uses or intends to use the Vehicle for any illegal purpose.

4.2 The Vehicle **must never** be:

- (a) used in any area outside the Area of Travel shown in **Rental Vehicle Agreement Part A**;
- (b) used for the transport of passengers for hire or reward unless the Vehicle is hired with Apollo's knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1998 (NZ);
- (c) sublet or hired to any other person;
- (d) used outside Your authority;
- (e) operated in circumstances that constitute an offence against any of Sections 56, 57 or 58 of the Land Transport Act 1998 (NZ);
- (f) operated in breach of the Land Transport Act 1998 (NZ), the Transport Act 1962 (NZ), the Land Transport (Road User) Rule 2004 (NZ), any other Act, regulation, rule or bylaw relating to road traffic, or the Freedom Camping Act 2011 (NZ);
- (g) operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or RUC certificate, whichever is the lesser for the Vehicle;
- (h) driven on any beach, or through any stream, river, waterway or tidal crossing or on any surface likely to damage the Vehicle;
- (i) driven in any area where applicable travel restrictions of clause 13 of this Agreement apply unless authorised by Apollo in writing;
- (j) used to carry any inflammable, explosive or corrosive materials;
- (k) used for pushing or towing any Vehicle, trailer, boat or other object unless authorised by Apollo in writing;
- (l) used for carrying any greater load and/or more persons and/or for a purpose for which the Vehicle is not designed and constructed;
- (m) used for racing, pace-making, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
- (n) driven in a dangerous, wilful or reckless manner;
- (o) used for carrying illegal substances or product;
- (p) used for commercial purposes or financial gain; or
- (q) driven in an unsafe or unroadworthy condition.

**5 Financial Obligations**

5.1 By entering into this Agreement, You, any Joint Renter and any Authorised Driver, are each responsible for and agree irrevocably to pay Apollo:

- (a) the rental charges specified in **Rental Vehicle Agreement Part A**;
- (b) all charges claimed from Apollo for toll, parking and/or any other traffic fines, infringements or violations incurred during the rental period or until such later time as the Vehicle is returned to Apollo and an additional administration fee of \$75 including GST per fine / infringement applies to cover the costs of processing; and

(c) all Loss or Damage to the Vehicle arising from the use of the Vehicle by You, any Joint Renter or any Authorised Driver, except where a third party is at fault and the details of the third party are provided, where:

- (i) the Vehicle is damaged by any wilful or reckless action;
  - (ii) there is Overhead Damage regardless of cause except when there is a collision with another vehicle and third-party details are provided to Apollo;
  - (iii) there is damage to the underbody of the Vehicle, regardless of cause except when there is a collision with another vehicle and third party details are provided to Apollo;
  - (iv) the Vehicle is left unlocked or the keys are left in the Vehicle;
  - (v) the keys have not been kept securely and under Your personal control;
  - (vi) the keys are lost, damaged or stolen;
  - (vii) the Vehicle is totally or partially immersed in any water, regardless of cause;
  - (viii) there is a failure to maintain all fluid and fuel levels of the Vehicle or failure to immediately rectify or report to Apollo any defect in the Vehicle of which You become or ought to have become aware;
  - (ix) the wrong fuel type or contaminated fuel was used or where water was put in the fuel tank;
  - (x) fuel was put in the water tank;
  - (xi) Loss or Damage caused by falling asleep whilst driving;
  - (xii) the Vehicle is damaged by loading or unloading, normal wear and tear excepted;
  - (xiii) Loss or Damage is caused by sitting or standing on the bonnet or roof of the Vehicle;
  - (xiv) the interior of the Vehicle is damaged, regardless of cause;
  - (xv) the tyres of the Vehicle are damaged other than by normal wear and tear except where You have purchased Liability Reduction or Value and it applies;
  - (xvi) the windscreen of the Vehicle is damaged except where You have purchased Liability Reduction or Value Pack and it applies;
  - (xvii) Loss or Damage is caused to the Vehicle by snow chains;
  - (xviii) Loss or Damage is caused to the awning and/or roof top tent of the Vehicle. You will be liable for the repair or replacement cost of the awning and/or roof top tent;
- (d) Costs:
- (i) incurred with the Vehicle running out of fuel; or
  - (ii) incurred for recovering the Vehicle if it is bogged;
  - (iii) incurred with losing the fuel, oil, water caps, mechanical items and items in the convenience and/or camping kits.

5.2 You, any Joint Renter and any Authorised Driver authorise Apollo to debit the credit card/s provided at the Commencement of the Rental for any of the charges and for the Loss or Damage and for which You, any Joint Renter or Authorised Driver are liable under clause 5.1 of this Agreement.

5.3 Apollo accepts American Express, Visa, MasterCard, Visa Debit, MasterCard Debit, Diners Club and Union Pay. Non-refundable credit card fees apply on any

transaction excluding bond payments. The fees are calculated per scheme type, reviewed yearly and will not be more than the cost of acceptance to the business to process payments. The applicable credit card surcharge payable is the amount reflected at the time that the booking was confirmed. A non-refundable Bond Administration Fee of 2% will apply for all bond payments that are debited. EFTPOS may be used to pay for rental charges (not bonds). Cash will not be accepted under any circumstances.

- 5.4 If You have paid by credit card, or directed Apollo to bill the charges to some other person, corporation, firm or organisation who or which fails to make payment when due, You will immediately pay the full amount due to Apollo on demand. You irrevocably agree and authorise Apollo to use the credit card/s provided for payment of any amount due under this Agreement even if a signed credit card voucher has been returned.

## 6 Single Vehicle Rollovers

- 6.1 If there is Loss or Damage to the Vehicle or damage to any third-party property as a result of a Single Vehicle Rollover, You, any Joint Renter and any Authorised Driver have no entitlement to the benefit of Apollo's insurance under clause 21 of this Agreement and You are each responsible for and agree irrevocably to:
- pay Apollo for Loss or Damage to the Vehicle; and
  - indemnify Apollo for all third-party loss.
- 6.2 Any Single Vehicle Rollover that occurs on the loose surface on any major ski field access road an additional Liability of \$5,000 including GST will apply.

## 7 Cancellation Fees

- 7.1 There is no refund for late pick up or early return of the Vehicle.
- 7.2 All other cancellation fees are outlined in the Summary Rental Conditions.

## 8 Change of Vehicle

- 8.1 Acting reasonably, Apollo may substitute an alternative Vehicle for the Vehicle booked without prior notification to You and at no extra cost to You in cases where the Vehicle is unavailable as a result of unforeseen circumstances, such as it being involved in an accident.
- 8.2 Substitution of an alternate Vehicle is not a breach of the Agreement and does not entitle You to a refund. A refund will only be payable by Apollo where there has been a breach of the contract giving rise to the right for a refund or where a right to a refund arises under law including pursuant to the **ACL**.

## 9 Voluntary Downgrade

- 9.1 If You decide to rent a Vehicle of a lesser class than the one booked You are not entitled to a refund or adjustment to the amount payable under this Agreement.

## 10 Adjustments to Rental Charges

- 10.1 All amounts payable to Apollo are subject to subsequent verification and adjustment and details of any adjustments will be sent to You as soon as practicable. If an amount is due to Apollo You authorise **Apollo** to charge Your credit card with that amount and if a refund is due to You Apollo will credit the amount to Your credit card within 21 days/as soon as practicable.

## 11 Exchange Rate/Currency Fluctuations/Refunds

- 11.1 Transactions under this Agreement are conducted in New Zealand Dollars.
- 11.2 Due to exchange rate fluctuations, in some instances there may be some variance between the amount initially debited against Your credit card and the amount refunded at the expiration of the Rental Period. Any such variation does not entitle You to a refund.

- 11.3 Refunds by credit card including bond refunds can take up to 21 working days depending on the terms and conditions adopted by Your nominated financial institution.

## 12 Conditional Upon Payment

- 12.1 Where applicable, You agree that this Agreement is conditional upon Apollo being paid by the Travel Agent or Travel Wholesaler (**Agent**) who arranged this Agreement on Your behalf. You **must** pay Apollo any shortfall in the amount paid by You to the Agent and the amount that should have been paid to Apollo based on the applicable standard gross rental rate in respect of the Vehicle for the rental period.

## 13 Travel Restrictions

- 13.1 Two Wheel Drive Campervans & Motorhomes:
- must not** be driven on any unsealed roads, except the last remaining kilometres of loose road surface on any major ski field and well-maintained access roads less than 12 kilometres long to recognised campgrounds;
  - may be driven to any island but You, **must** obtain prior permission by calling the Apollo Assist Department 48 hours prior to travel. When travelling to these areas clause 13.2 below of this Agreement applies.
  - must not** be driven on Skippers Road (Queenstown), the Crown Range Road/Cordrona Valley Road (Queenstown), Ninety Mile Beach (Northland), Ball Hut Road (Mt.Cook), North of Colville Township (Coromandel Peninsula) and The Forgotten Highway (State Highway 43 from Raumarunui to Stratford).
- 13.2 Apollo reserves the right at its sole discretion to restrict Vehicle movements in certain areas for any reason including but not limited to adverse road or weather conditions. Any revisions to these restrictions will be notified at the time of rental or by email during the rental.
- 13.3 In the event of an accident or breakdown in an area outlined in clause 13.1 of this Agreement it is Your full financial responsibility to pay any salvage, towing and/or recovery costs to the nearest Apollo branch. No replacement vehicle will be provided under any circumstances and no refund is payable for any remaining component of the rental unless a right arises under the Consumer Law.

## 14 Every 500 Kilometres

- 14.1 The oil, fluids and coolant levels **must** be checked by You every 500 kilometres. You **must** report to Apollo as soon as possible, where the oil is above or below the recommended level or the warning indication light is illuminated. You **must** add water/coolant to the cooling system and an appropriate Australian Society of Automotive Engineers rated oil for petrol or diesel powered vehicles (as applicable) to the engine if the indicator level is below minimum.
- 14.2 You agree to maintain the Vehicle in these conditions and acknowledge that any mechanical damage occasioned as a result of Your failure to maintain the Vehicle in accordance with this clause **must** be paid by You.

## 15 Mechanical Breakdowns

- 15.1 Any mechanical problems associated with the Vehicle **must** be reported to Apollo as soon as possible in order to give Apollo the opportunity to rectify the problem during the rental period. Equipment failure **must** also be reported to Apollo.
- 15.2 Subject to the rights and obligations arising under the Consumer Law, if Apollo is not contacted or You do not allow Apollo the opportunity to rectify the problem during the rental period, You agree that the problem is of such a minor nature that You make no claim for loss of time in

respect of the rental period. You also agree that Apollo is not responsible for any claims made by You after the return of the Vehicle.

- 15.3 You will be charged a fee equal to the cost of the roadside assistance where it is established that roadside assistance could have been avoided in cases such as keys being locked in the Vehicle, flat batteries caused by lights having been left on and other such similar occurrences.

## 16 Repairs

- 16.1 Subject to clauses 16.2, You **must not** arrange or undertake any repairs or salvage without Apollo's authority except to the extent that repairs or salvage are necessary to prevent further Loss or Damage to the Vehicle or to other property.
- 16.2 Any repair up to \$100 including GST needs no authorisation from Apollo and all that is necessary for full reimbursement to You from Apollo is a proper receipt for the amount of the repairs. If the repair is more than \$100 including GST, then You **must** notify Apollo and obtain Apollo's consent before the repairs are carried out.
- 16.3 Subject to rights and obligations under the Consumer law, if the Vehicle cannot be driven as a result of a breakdown, Apollo will only reimburse You for the time that the Vehicle was not available for use. Subject to availability, Apollo will provide a replacement vehicle. Any cost incurred in You travelling to a Apollo depot is Your responsibility unless the breakdown was the result of Apollo's actions.
- 16.4 The failure of accessories, such as air-conditioners, water-pumps, shower, toilet, refrigerators, stove and grill must be assessed by a branch or authorised repairer before any financial compensation or refund is considered.
- 16.5 Apollo is not responsible for any accommodation charges, meals, change of itinerary or out of pocket expenses resulting from a breakdown of the Vehicle or as a result of any accident.
- 16.6 Apollo is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs, mosquitoes, spiders, snails or other pests.

Note: It can often be difficult to carry out repairs during weekends and holiday periods and/or in remote areas due to limited opening times and/or spare parts.

## 17 Tyres/Windcreens

- 17.1 Authorisation **must** be obtained from Apollo before tyres or windcreens can be replaced. You are responsible for replacing damaged tyres (for example, but not limited to, blowouts, punctures, sidewall damage, tyre staking etc.) with like tyres unless caused by normal wear and tear or the actions of a third party where the details of that third party are provided or the actions of Apollo.
- 17.2 You **must** maintain tyre pressures as per the Vehicle manufacturer's manual and You **must** only purchase new steel radial tyres of the same size and ply rating as are fitted to the Vehicle. If You purchase tyres of a different size or ply rating Apollo will not refund You for the purchase cost.
- 17.3 You are responsible for replacing damaged windcreens and tyres except where You have purchased Liability Reduction or Value Pack and it applies.
- 17.4 You must only purchase new steel radial tyres of the same size and ply rating as are fitted to the Vehicle at the Commencement of the Rental. You should enquire with the Apollo Assist department to verify which is the correct size and ply. If You purchase tyres of a different size or ply rating Apollo will not reimburse you for the purchase cost.

## 18 Seat Belts and Child Restraints

- 18.1 You **must** comply with all mandatory seat belt laws and You acknowledge that any driver or passenger who

does not have a seat belt properly adjusted and fastened may be fined by the police.

- 18.2 Apollo gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the Vehicle and You accept full responsibility for the fitting and suitability of any such restraints fitted.

## 19 Infringement offences

- 19.1 You are liable for and **must** pay all infringement fees and all applicable court fees or costs imposed for an infringement offence:
- (a) where approved vehicle surveillance equipment (operated by law enforcement or a regulatory body) has detected:
    - (i) a speeding offence;
    - (ii) an offence in respect of a failure to comply with the directions given by a traffic signal; or
    - (iii) a toll offence;
  - (b) arising from parking the Vehicle on any portion of a road in breach of any bylaw of a road controlling authority or Part 6 of the *Land Transport (Road User) Rule 2004* (NZ); or
  - (c) arising from a contravention of section 20(1) of the *Freedom of Camping Act 2011* (NZ) involving the use of the Vehicle, whether You were driving the Vehicle or not.
- 19.2 You **must** pay any infringement fee and costs that may become payable because of an infringement notice served on Apollo for any of the offences set out in clause 19.1 (a) to (c) of this Agreement. Apollo will complete a Statutory Declaration to transfer the infringement into the renter's name or such other responsible person that you have advice to Apollo in writing is responsible for the fee or penalty..
- 19.3 You authorise Apollo to debit Your credit card for an administration cost of \$75 including GST per infringement notice received.
- 19.4 In the case of Apollo not being able to complete a Statutory Declaration for an infringement notice, You authorise Apollo to debit Your credit card for the amount specified on the notice and any fees or costs payable under this Agreement upon receipt of a reminder notice.
- 19.5 Apollo will send You a copy of the infringement notice and **Rental Vehicle Agreement Part A**.
- 19.6 You have the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority, and the right to seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice).

## 20 Accidents

- 20.1 In the event of an accident You **must**:
- (a) record the Time/Date/Location;
  - (b) record the other parties full names, addresses, vehicle registrations, car types as well as any property damage in circumstances where the accident did not involve another motor vehicle;
  - (c) record the name of the other party's insurance company;
  - (d) not admit liability;
  - (e) notify the nearest police station within 24 hours of the accident;
  - (f) fully complete and sign the Accident Report Form (located in the Vehicle) and retain a copy of the Accident Report form; and
  - (g) notify Apollo within 24 hours of the accident and fax or email through the Accident Report Form.
- 20.2 In the event of an accident, the towing and retrieval of the Vehicle to the closest Apollo depot is at Your expense up to the amount of Your Liability Reduction where it applies or for the full amount where it does not

apply subject to the rights and obligations under the Consumer Law. There is no refund for monies paid for the unused portion of the rental period. An administration fee of \$75 including GST per accident file will apply (to cover the costs of processing) regardless of fault (non-refundable).

20.3 In the event of an accident in which there is Loss or Damage to the Vehicle availability of a replacement Vehicle is not guaranteed and its provision is subject to availability, Your location, remaining hire duration and whether the accident was the result of a Substantial Breach. Additional charges may be incurred.

20.4 If a replacement Vehicle is required as a result of an accident:

- (a) You are responsible for making Your own way to the nearest Apollo Branch or pickup location at Your own cost;
- (b) Apollo may offer You the option of paying a "Replacement Vehicle Relocation Fee" to send a driver to deliver the replacement vehicle to Your location; and
- (c) You **must** pay for any costs relating to delivery of a replacement Vehicle as a result of any vehicle accident. This charge applies irrespective of any liability reduction option taken.

## 21 Insurance and Damage Liability Reduction

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21.1 You can make Your own insurance arrangements, provided that Apollo is satisfied that Your insurance is comparable to the cover under Apollo's policy. If Apollo is not satisfied that Your insurance cover is comparable to the cover Apollo offers Apollo may, in its absolute discretion, refuse to hire the Vehicle to You.

21.2 If You make Your own insurance arrangements You accept that You are liable for and **must** pay in full for:

- (a) Loss or Damage to the Vehicle;
- (b) demurrage for the time the Vehicle is unavailable due to repairs;
- (c) loss of the Vehicle as a result of theft; and
- (d) damage to any third-party property.

21.3 Subject to this Agreement, if You accept the insurance cover offered by Apollo You, any Joint Renter and any Authorised Driver will receive the benefit of Apollo's insurance with its insurer for Loss or Damage to the Vehicle and damage to any third party except:

- (a) any property owned by You (or any friend, relative, associate or passenger); or
- (b) any property in Your physical or legal control, **provided:**
  - (i) You have paid the minimum Liability Reduction set out in **Rental Vehicle Agreement Part A**;
  - (ii) there is no Loss or Damage to the Vehicle as a result of a Single Vehicle Rollover;
  - (iii) there has not been a Substantial Breach or breach of clause 5.1(c) of this Agreement and You have not caused any other person to have acted in a manner which is a Substantial Breach or breach of clause 5.1(c) of this Agreement;
  - (iv) You have not made Your own insurance arrangements under clause 21.1 of this agreement and are not covered under any other policy of insurance; and
  - (v) You have provided such information and assistance as may be requested by Apollo's Accident department and or its insurer.

21.4 If cover is extended to You by Apollo's insurer:

- (a) You authorise Apollo's insurer, at its sole discretion, to defend or settle any legal proceedings;

- (b) Apollo's insurer has the sole conduct of any proceedings; and
- (c) any such proceedings shall be brought or defended in Your name or the name of the Joint Renter.

## 22 Damage Liability Exclusion

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22.1 If there is a Substantial Breach or a breach of any part of clause 5.1(c) of this Agreement You, any Joint Renter and any Authorised Driver:

- (a) are liable for:
  - (i) Loss and Damage to the Vehicle; and
  - (ii) all third-party loss; and
- (b) have no entitlement to the benefit Apollo's insurance and damage liability reduction under clause 21 of this Agreement, even if Reduction Option has been purchased and the Liability Reduction amount in clause 25.3 of this Agreement has been paid (subject to the limited exceptions that apply to Reduction Option as set out in clause 25.3 of this Agreement,

## 23 Personal Injury

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23.1 The Vehicle has third party personal injury insurance cover. It is likely that any other vehicle involved in the accident also has third party personal injury insurance cover.

23.2 Depending on the circumstances of the accident, You may be entitled to claim for Your personal injury against the third party personal injury insurance of the party which is responsible for the accident. Details of the third party personal injury insurer for the Vehicle are set out in the registration details of the Vehicle.

## 24 Property Damage

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24.1 You are responsible for and **must** pay up to the amount of the applicable Liability Reduction set out in **Rental Vehicle Agreement Part A** for Loss or Damage to the Vehicle and for damage to third party property.

24.2 Regardless of whether cover is extended to You by Apollo's insurer, You will remain responsible for the costs of demurrage for the period the Vehicle is unavailable due to repairs. Any demurrage recovered from any negligent third party will be refunded to You upon its recovery.

24.3 The Liability Reduction applies in respect of each claim, not per rental.

24.4 In the event of a claim, Apollo will require that You pay a second bond equivalent to the applicable liability if You are continuing with the rental plus an administration fee of \$75 including GST per claim.

24.5 The Liability Reduction is applicable regardless of who is at fault and **must** be paid at the time the accident/incident is reported to Apollo, not at the completion of the rental period.

24.6 Apollo has no liability for personal belongings damaged, stolen or lost which are always Your responsibility. Apollo recommends that You do not leave items of value in the Vehicle and that You take out Your own Personal Travel Insurance.

## 25 Liability Reduction

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### Standard Liability

25.1 Apollo's rental charge includes a Standard Liability Excess of \$3,000 including GST for drivers over 18 years of age.

25.2 A bond of \$3,000 including GST will be collected from You, by Apollo debiting Your credit card, at the time of You signing this Agreement. Payment of this bond is only accepted by credit card. A non-refundable Bond Administration Fee of 2% will apply for all bond payments that are debited.

25.3 The Standard Liability Excess can be reduced if You purchase the following Reduction Option:

### Reduction Option

A \$0 (nil) Liability Excess applies to all Campervans and Motorhomes. You can purchase this option by paying Apollo \$29 including GST per day. The total liability option charge is limited to a maximum of 50 days or \$1,450 including GST and a minimum payable per segment based on the minimum rental period applicable for Your rental.

A bond of \$100 including GST will be collected from You, at the time of You signing this Agreement. This Bond is payable to Apollo by an open signed credit card imprint with an authorisation obtained (sufficient funds **must** be available for \$100 including GST).

## 26 Bond

- 26.1 For security purposes, only a credit card can be used to provide a bond.
- 26.2 When the bond is debited a non-refundable Bond Administration Fee of 2% applies (for all card types that Apollo accepts).
- 26.3 The credit card holder **must** be present and be able to sign for the bond upon collection of the Vehicle.
- 26.4 The credit card holder is jointly and severally liable for any Loss or Damage to the Vehicle.
- 26.5 The bond is fully refundable when the Vehicle is returned to the correct location on time, is full of fuel and all other terms of this Agreement have been complied with.
- 26.6 If there is Loss or Damage to the Vehicle on its return, the bond will be used to cover the cost of such damage up to the amount of the relevant Liability Reduction.
- 26.7 However, if there is a Substantial Breach or a breach of any part of clause 5.1(c) of this Agreement and the bond is insufficient to cover the Loss or Damage then any extra cost will be charged to You.
- 26.8 Bond Roll Overs are permitted for Apollo multi hires within the same country when the bond is banked.

## 27 General Provisions

- 27.1 Immediately upon receipt, You **must** provide Apollo with every summons, complaint or paper in relation to any accident or loss involving the Vehicle.
- 27.2 You **must** not refuse or fail to take any blood analysis, breath test or drug impairment assessment requested by the police or as required by law.
- 27.3 You irrevocably release and hold harmless Apollo, its employees and agents from all claims for Loss or Damage to personal property owned by You or others left in the Vehicle, or which is received, handled or stored by Apollo at any time before, during or after the rental period, unless the loss or damage is due to Apollo's negligence.
- 27.4 Except as provided by law, You or passengers in the Vehicle are not the agent, servant or employee of Apollo for any purpose whatsoever.
- 27.5 No right of Apollo under this Agreement can be waived except by writing of an authorised officer of Apollo.
- 27.6 Notwithstanding any other provision of this Agreement, a goods and services tax (GST) or any similar tax, any other tax, merchants fee, duty surcharge, levy fee (charges) imposed by Local, Regional or State Government that is charged and collected by Apollo is imposed anywhere in New Zealand and has application to any supply or use made under or in connection with this Agreement or in relation to the use or the likely use of any roads, facilities or other infrastructure by You or in relation to the provision of rental or other services to You.
- 27.7 You acknowledge:
- (a) this Agreement creates a bailment between Apollo and You in respect of the Vehicle and Your interest in the Vehicle is as a bailee only;
  - (b) nothing contained in this Agreement shall be construed as granting or entitling You to any

ownership right or any other inconsistent proprietary right in or to the Vehicle; and

- (c) You agree not to part with possession, sell, lease, dispose of, encumber or assign any right or interest in the Vehicle and not create any security interest or any lien over the Vehicle (including in respect of repairs) other than security interests granted in favour of Apollo.
- 27.8 You and/or the Joint Renter agree to indemnify Apollo from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis), incurred by Apollo as a consequence of any breach by You or the Joint Renter of this Agreement or the failure for whatever reason of the due and punctual performance of Your obligations under this Agreement.
- 27.9 You acknowledge that Apollo has not in any way represented itself to You as an entity carrying on the business of insurance.
- 27.10 You **must** make yourself available to assist Apollo in any legal actions mentioned in this Agreement that may arise out of Your hire of the Vehicle.

## 28 Illustration Disclaimer

- 28.1 Apollo's brochures, websites and other advertising material contain only representations of our vehicles. Pictures, illustrations, descriptions and measurements of the vehicles may be different to the actual vehicle offered to You due to modifications and/or upgrades. Apollo is not liable for any such variance.

## 29 Fuel

- 29.1 Unless Pre Paid Fuel has been purchased, the Vehicle **must** be returned with the amount of fuel equal to that at the time of the commencement of the rental. If the Vehicle is returned with less fuel, the difference will be charged to You at a rate of \$5.00 including GST per litre (which includes a service component).

## 30 Cleaning

- 30.1 The Vehicle **must** be returned in a reasonable state of cleanliness, completely free of mud and a cleaning fee up to \$500 including GST will be charged if there is any breach of this requirement. Only assistance animals may be carried if You have prior authorisation in writing by Apollo and the cleaning fee will not apply.
- 30.2 If applicable, the toilet and waste water tank **must** both be returned empty or a \$150 including GST cleaning fee will be charged to You in respect for each unclean tank.
- 30.3 Smoking is **prohibited** in the Vehicles or a cleaning and deodorising process of \$300 including GST will be charged.

## 31 Branch Hours and Returns

- 31.1 All Apollo depots are closed Christmas Day, New Year's Day and Good Friday.
- 31.2 All rentals picking up or dropping off on Easter Monday (02 April 2018), Anzac Day (25 April 2018), Queen's Birthday (04 June 2018), Labour Day (22 October 2018), Boxing Day (26 December 2018), Day after New Year's Day (02 January 2019) and Waitangi Day (06 February 2019) will incur an additional \$100 including GST surcharge.
- 31.3 All Apollo depot hours are 8am to 4.30pm seven days a week. All times are local times.
- 31.4 The Vehicle **must** be returned at the Return Time, on the Return Date and at the Return Location.
- 31.5 If you wish to change the Return Location or the Return Date after the rental has commenced, You first **must** obtain permission from Apollo. Subject to the change of the Return Location being approved, an additional maximum charge of \$2,000 including GST will apply.
- 31.6 If the Vehicle is returned at a different location without Apollo's prior written permission, the cost of transferring

- the Vehicle to the Return Location will be charged to you, plus a maximum charge of \$5,000 including GST.
- 31.7 You will continue to be responsible for the rental of the Vehicle, including demurrage, until the Vehicle is returned to the Return Location. If You return the Vehicle late without Apollo's permission, the Vehicle then following a written demand by Apollo, Apollo may take steps to recover and repossess the vehicle immediately be reported to the police as stolen and You will be charged for the late return at a rate equivalent to double the daily standard gross rental charge for the Vehicle, plus the daily rate charge applicable to Your chosen Reduction Option.
- 31.8 Early return of the Vehicle does not entitle You to a refund.

### **32 Rental Extensions**

- 32.1 Should You wish to extend the rental period whilst on hire, you **must** first obtain authorisation from Apollo. This is subject to availability of the Vehicle.
- 32.2 The extra cost of an extended rental **must** be paid by credit card over the telephone or at a Apollo Branch immediately on confirmation of the rental extension.
- 32.3 The additional days will be at the daily standard gross rental charge for the Vehicle applicable at the time of the extension.

### **33 Natural Disasters and Weather Conditions**

- 33.1 Apollo is not responsible for road closures caused by cyclones, flash floods and other acts of God. Whilst Apollo will make every effort to accommodate delays and non-vehicle returns to Return Locations for these events, any costs over and above the maximum \$2,000 including GST Return Date and Return Location fee will be Your responsibility.

### **34 Kilometre Allowance**

- 34.1 The Kilometre Allowance per day and Charge Per Excess Kilometre Fee is indicated on **Rental Vehicle Agreement Part A**. The applicable Excess Kilometre Fee is payable by You to Apollo on return of the Vehicle.

### **35 Electronic Tracking**

- 35.1 Apollo may use GPS tracking or other electronic tools (**tracking device**) to enable the geographical location of its Vehicles to be tracked or located. Information from the tracking device may be used:
- (a) to provide police or other authorities in the event that the Vehicle is stolen or is not returned at the end of the rental period;
  - (b) in the event of an accident or incident relating to the Vehicle during the rental period, e.g. to verify the location of the Vehicle at the time of the alleged accident;
  - (c) to identify the exact location of the Vehicle in the event of a recorded breakdown and to provide that location to breakdown responders (e.g. the local Automobile Association);
  - (d) to locate the Vehicle in an emergency; or
  - (e) for any other purpose allowed under the *Privacy Act 1993 (NZ)* or any other law.
- 35.2 By hiring a Vehicle from Apollo, you expressly consent Apollo using tracking devices on the Vehicle during the rental period and collecting, using and retaining information from the tracking devices in accordance with Apollo's Privacy Policy.
- 35.3 Refer to clause 38 of this Agreement for more information on Apollo's Privacy Policy.

### **36 Personal Property Securities Act 1999 (PPSA)**

- 36.1 Words and phrases used in this Agreement that have defined meanings in the PPSA have the corresponding meaning given to them in the PPSA.
- 36.2 If a party (**Secured Party**) determines that this Agreement (or a transaction in connection with it) is or contains a security interest for the purposes of the

PPSA, the other party (**Grantor**) agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Secured Party asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective; and/or
- (b) enabling the Secured Party to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
- (c) enabling the Secured Party to exercise rights in connection with the security interest.

- 36.3 Apollo is not required to give any notice, and You waive Your rights to receive any notice, under the PPSA (including notice of a verification statement or financing change statement) unless the notice is required by the PPSA to be given (even though the parties have waived the right to receive notice).

### **37 Confidentiality**

- 37.1 In this clause, PPSA Information means any information or documents (including copies of such documents), which are in existence or may be entered into in the future, of the kind mentioned in the PPSA in relation to a security interest in the Vehicle or the proceeds of the Vehicle.
- 37.2 Each party agrees to keep the PPSA Information in strict confidence and not disclose that information, except in circumstances required by the PPSA, provided that where the PPSA requires such disclosure, the party that is required to disclose the information gives all available notice to the other party to allow that party to legally challenge the required disclosure and takes all available steps (whether required by the other party or not) to maintain such PPSA Information in confidence.
- 37.3 Each party agrees not to authorise the disclosure of any PPSA Information to any third party or request information under the PPSA unless the other party to this Agreement explicitly agrees.

### **38 Privacy Notice**

- 38.1 Apollo has always valued the privacy of personal information.
- 38.2 When Apollo collects, uses, discloses or handles personal information, it will be bound by the Privacy Act 1993 (NZ). Apollo collects personal information to offer, provide, manage and administer its services and products. If Apollo does not collect personal information from You, We will not be able to rent You a Vehicle and if any of the personal information You provide is incomplete or inaccurate, the quality of Apollo's services may be compromised.
- 38.3 By entering into this Agreement and by providing Apollo with personal information, You represent to Apollo and Apollo proceeds on the basis that You have read and agree to the terms of Apollo's Privacy Policy.
- 38.4 Apollo discloses personal information to third parties who Apollo believes are necessary to assist it in providing the relevant services and products customers.
- 38.5 However, Apollo limits the use and disclosure of any personal information provided by it to such third parties for the specific purpose for which it was supplied.
- 38.6 Apollo will not release Your personal information to anyone other than to which Apollo has already identified.
- 38.7 If You would like a copy of Apollo's Privacy Policy, or You wish to seek access to or correct the personal information Apollo collects or to disclose a value, please contact Apollo.

### **39 Definitions**

**Authorised Driver** means any driver approved by Apollo and whose name is noted in **Rental Vehicle Agreement Part A** as an authorised driver;

**Joint Renter** means any person who is noted as a renter with any other person in **Rental Vehicle Agreement Part A**; A Joint Renter is jointly and severally liable for all of the obligations under this Agreement.

**Loss or Damage** means any loss or damage to the Vehicle, including that caused by adverse weather events, that requires repair or replacement including the loss of use of the Vehicle (demurrage), legal expenses, assessment fees, towing and recovery costs, storage, service charges and any appraisal fees of the Vehicle;

**Overhead Damage** means any Loss or Damage to the Vehicle or to any third-party property that is caused by:

- (a) contact between any part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
- (b) the Vehicle hitting a signed height restricted structure such as but not limited to bridges, car parks and drive throughs; or
- (c) objects being placed on the roof of the Vehicle;

**Return Date** means the date on which the Vehicle must be returned shown in **Rental Vehicle Agreement Part A**;

**Return Location** means the location from which the Vehicle was hired and which is shown in **Rental Vehicle Agreement Part A**;

**Return Time** means the time by which the Vehicle is to be returned on the Return Date as shown in **Rental Vehicle Agreement Part A**;

**Single Vehicle Rollover** means any incident where there is Loss or Damage to the Vehicle that does not involve an impact between the Vehicle and another vehicle, animal or object and is caused by the Vehicle rolling, tipping or overturning whilst being driven or used by You, any Joint Renter or any Authorised Driver;

**Substantial Breach** means a breach of any of clauses 3.10, 3.10, 4.1, 4.2, 5.1(c)(i) to 5.1(c)(x) (inclusive), 13.1, 27.2, and 27.7(c) that causes Loss or Damage to the Vehicle or any third party loss;

**Vehicle** means the vehicle identified in **Rental Vehicle Agreement Part A** including all its accessories, tools, tyres and equipment as well as any replacement vehicle; and

**You, Your** means the person, firm, company or organisation renting the Vehicle and includes any Joint Renter identified in **Rental Vehicle Agreement Part A**.

(1) I have read and understood the above provisions and agree to be bound by them.

Ich habe die Vertragsbedingungen gelesen und akzeptiere an diese gebunden zu sein.

(2) I have been shown over the Vehicle and all features have been demonstrated to me.

Das Mietfahrzeug wurde mir erklärt und ich wurde auf alle Funktionen hingewiesen.

(3) I have checked over the Vehicle and am satisfied that the Vehicle is free of any insect infestation such as and not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.

Ich habe das Mietfahrzeug geprüft und erkläre hiermit, dass das Fahrzeug frei von Insekten oder anderem Ungeziefer wie z.B. Ameisen, Fliegen, Mücken, Kakerlaken, Läuse oder Wanzen ist.

(4) I have checked over the Vehicle and its equipment and am satisfied with its cleanliness and condition.

Ich habe das Mietfahrzeug geprüft und ich bin mit der Sauberkeit sowie mit der Ausrüstung zufrieden.

(5) Any damage to the Vehicle has been marked on the **Vehicle Condition Report**.

Alle Schäden am Mietfahrzeug wurden im entsprechenden Übernahmeprotokoll vermerkt.

(6) I am satisfied that the fuel tank is completely full and agree to return the fuel tank completely full.

Ich bestätige, dass der Kraftstoff tank bei Übernahme des Mietfahrzeuges voll ist und ich werde das Mietfahrzeug wieder vollgetankt zurückbringen.

(7) I agree that I have checked the condition of the tyres, including the spare, and I am satisfied that they are in a roadworthy condition.

Ich bestätige hiermit dass ich den Zustand aller Reifen, inklusive Reserverad, überprüft habe und ich bin überzeugt dass diese verkehrssicher sind.

Rental Vehicle Agreement Number: \_\_\_\_\_

Vehicle Registration Number: \_\_\_\_\_

1. Signed by Renter: \_\_\_\_\_

Name: \_\_\_\_\_

2. Signed by Renter: \_\_\_\_\_

Name: \_\_\_\_\_

3. Signed by Renter: \_\_\_\_\_

Name: \_\_\_\_\_

4. Signed by Renter: \_\_\_\_\_

Name: \_\_\_\_\_

5. Signed by Renter: \_\_\_\_\_

Name: \_\_\_\_\_

6. Signed by Renter: \_\_\_\_\_

Name: \_\_\_\_\_

Branch Person: \_\_\_\_\_

Date: \_\_\_\_\_