

The Pod Rental Company Rental Terms and Conditions

1. Interpretation

- 1.1 The supplier means The Pod Rental Company
- 1.2 The hirer means the person(s) recorded on the rental agreement as the hirer
- 1.3 The driver means any person identified on the rental agreement as permitted to drive the rented vehicle
- 1.4 The 'rental period' means the period between the pick and drop off of the rented vehicle
- 1.5 Damage means any and all damage to third party property, damage to the rented vehicle including tyres, windscreens, 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.
- 1.6 GST means Goods and Services Tax which is currently 15%.

2. Agreement

- 2.1 Upon pick up of the vehicle, the hirer will be required to sign a rental agreement and credit card authorisation form.
- 2.2 By signing the agreement the hirer agrees to the terms outlined in the agreement
- 2.3 All contents and vehicle specifications are subject to change without notice to allow for upgrades or modifications. The supplier will endeavour to advise clients who have pre booked of any changes but cannot be held liable for any such change

3. Payment

- 3.1 The hirer shall pay the supplier the full price of the rental upon booking. Refunds for cancellations are covered in section 6 of this document.
- 3.2 The credit card authorization form is required to be filled in correctly and signed by the hirer upon pick up of their vehicle. If the 'fence sitter' or 'you break it you fix it' insurance options are selected, the authorisation will be used to recover the agreed excess. For all hire agreements, the authorisation will be used to cover any penalty fees as outlined in section 8 of the terms and conditions, unpaid toll charges, and unpaid fines including parking and local body camping fines for which The Pod Rental Company would be liable. The hirer will be advised via email of any charges as a result of this authorisation.
- 3.3 The supplier reserves the right to use the authorisation after the termination of the hire agreement to cover the cost of un-notified infringements or damage to third parties or their property. As insurance is not compulsory in New Zealand there is no guarantee that these damages will be recovered, therefore the authorisation may be used to cover these costs.
- 3.4 Where the vehicle has been returned during or outside office hours and the vehicle has undiscovered damage to the windscreen or body not covered by insurance, the hirer will be charged and sent a letter summarising the cost of repairs.
- 3.5 In the event of a replacement vehicle being dispatched, the bond will be twice that of the original vehicle. The agreed excess will be banked immediately on advice of an accident if the 'fence sitter' or 'you break it you fix it' options are selected.
- 3.6 The excess is applicable regardless of who is at fault and will be banked at the time the accident report is completed, not at the completion of the rental.
- 3.7 In addition to the rental payment the hirer shall pay to the supplier the sums specified in the schedule for Insurance Cover as set out in this agreement.
- 3.8 The hirer shall pay for all petrol (but not oil) used in the vehicle during the period of the hire.
- 3.9 The hirer will be responsible for the entire cost of the hire. If the hirer has booked through an agent, the total payment will be charged to the hirer's credit card prior to the rental commencing should payment from the agent not be received.
- 3.10 The following credit cards will be accepted: Visa, Mastercard & American Express.

4. Insurance

- 4.1 We strongly recommend that the hirer takes out the highest level of travel insurance. In many cases this will cover any losses incurred if you are forced to cancel your booking.
- 4.2 Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle is indemnified up to a limit of NZ\$2,000,000.00; this is in respect of any liability the hirer might have for damage to any property (including injury to any animal) belonging to any other person and arising out of use of the vehicles.
- 4.3 Third party cover is included in the quoted rates. The third party option covers the hirer for all damage to a third party vehicle in the unlikely event of an accident.
- 4.4 No person is to drive a vehicle owned by The Pod Rental Company who is under 18 years of age. All drivers of the vehicles must be recorded on the rental agreement signed by the hirer and supplier.
- 4.5 All drivers listed on the rental agreement, must provide a copy of their drivers licence and identify to the supplier how long they have held a drivers licence (The Pod Rental Company is required to provide these details to our insurer, as the suppliers excess rates vary based on the length of time the driver has held a licence - these variations have not been passed onto the hirer)
- 4.6 The hirer is required to accept one of the following insurance options:

1 - All care no responsibility:	Excess NZ\$0	Extra charge of \$20 per day
2 - Fence Sitter:	Excess NZ\$2000	Extra charge of \$15 per day
3 - You break it you fix it:	Excess NZ\$3000	No extra daily charge

'Fence sitter' and You break it you fix it' options do not cover tire and windscreen/window damage, exterior body, under body or single vehicle accidents.

'All care no responsibility' covers all damage including tire & windscreen damage, all window damage, underbody & overhead damage, and single vehicle accidents.

The supplier strongly recommends that all hirers take the 'all care no responsibility' excess reduction option to minimise risk and travel with peace of mind.

4.7 INSURANCE EXCLUSIONS

- a) Water submersion or salt-water damage is not covered by any excess option.
- b) Continuing to drive if a warning light appears results in the hirer being responsible for all costs incurred.
- c) No insurance option covers any damage caused by the use of snow chains and roof racks.
- d) No Insurance option covers the cost to replace keys which have been lost or the cost of retrieval of keys which have been locked inside a vehicle.
- e) 'Fence sitter' or 'you break it you fix it' excess options do not cover any: breakages or defacement of the vehicles interior, theft or attempted theft resulting in damage.
- f) Personal belongings are not covered. We recommend the hirer does not leave valuables in the vehicle and should take out personal insurance.
- g) All excess reduction is void if the terms of the agreement are breached. The hirer will be responsible for the total cost of any damage. This will also include any damage caused by wilful conduct or driving under the influence of alcohol or drugs.
- h) The vehicle is wilfully or recklessly damaged by the hirer or any other person named in the schedule to this agreement or driving the vehicle under the authorisation of the hirer, or is lost as the result of wilful or reckless behaviour of the hirer or any such person. (Note: Punctures, damage to tyres, rims, burning out a clutch and any damage arising from using the vehicle to propel any other vehicle are regarded as wilful or reckless damage).
- i) The excess options do not cover the incorrect filling of fluid tanks. Place the correct type of fuel in the vehicles tank (petrol only). The hirer will be responsible for any associated costs.
- j) The hirer will be responsible for the cost to retrieve or recover a vehicle which has become bogged or immobile regardless of the excess option taken.
- k) If the vehicle is operated in any race, speed test, rally or contest, insurance is void.
- l) The hirer is not to be a body corporate or department of state and the vehicle is not to be driven by any person not named in the schedule to this agreement.
- m) The vehicle is driven by any person who at the time when he/she drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle.
- n) The vehicle is operated on any of the following roads: Ninety Mile Beach (Northland), roads north of Colville Township, Ball Hutt Road (Mt Cook), Skippers Road (Queenstown).
- o) The vehicle is operated outside of the hire or any agreed extension of that term.
- p) It is agreed between the supplier and the hirer that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constitutes a contract of insurance.
- q) The hirer acknowledges that he/she shall be liable in respect of the first of the damage or loss referred to in the insurance cover specified in this clause to the amount of the excess shown in the schedule. This applies to damage or loss resulting from the theft or conversion or attempted theft or conversion of the vehicle.

5. Hirers Obligations

- 5.1 Smoking and animals (except guide dogs) are not permitted in the vehicle at any time.
- 5.2 The hirer shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.
- 5.3 It is the hirer's responsibility to be aware and in compliance with all New Zealand Land Transport rules and regulations, and national and local Government rules in relation to freedom camping.
- 5.4 Children under 5 must be properly restrained in an approved child restraint. It is the hirers responsibility to ensure the child restraint is installed correctly.

6. Cancellation Policy

- 6.1 The full rental amount is payable upon booking.
- 6.2 25% of the booking is non refundable.
- 6.3 If the booking is cancelled with 14 or more days notice the supplier will refund 75% of the amount paid to the hirer.
- 6.3 If the booking is cancelled with 5 to 13 days notice the supplier will refund 50% of the deposit to the hirer. If the vehicle can be rented to another party, the supplier will refund a further 25% to the hirer.
- 6.4 If the booking is cancelled within 5 days prior to pickup or is a no show then no refund will be provided. If the vehicle booked can be rented to another party, the supplier will refund 50% to the hirer.

7. Duration of Hire / Amendments to Hire

- 7.1 The term of hire shall commence and cease at the time and dates specified in the schedule. (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).
- 7.2 The minimum hire period for the vehicle is 7 days.
- 7.3 Minimum hire periods are based on fleet distribution and availability, the supplier reserves the right to change without warning.
- 7.4 Rates and conditions quoted in brochures and/or documentation are subject to change without notice. However (subject to changes in legislation or errors) the supplier will not alter rates or conditions applicable to the hirer's rental once the hirer's booking has been confirmed by the owner, unless a booking is amended.
- 7.5 All amendments are subject to approval by the supplier.
- 7.6 The supplier must authorise any rental extension beyond that specified in the rental agreement prior to the return of the vehicle. All extensions are subject to availability and must be requested at least 48 hours prior to the drop off date on the original contract. The supplier reserves the right to charge a penalty fee of NZ\$500 per day in addition to the current daily rental rate per day of the unauthorised extension to anyone in breach of this.

8. Additional Costs

- 8.1 The following items can be requested at the time of booking, and incur the charges outlined:
- | | |
|-----------------|-----------------|
| Solar Shower | NZ\$ 5 per day |
| Privacy tent | NZ\$ 10 per day |
| Two person tent | NZ\$ 10 per day |
- 8.2 Any unpaid infringements incurred during the rental period are transferred to the hirers name, and are subject to an additional \$25 administration fee over and above the infringement costs. This includes any known and unknown speeding, parking or camping fines.
- 8.3 Any unpaid toll road infringements incurred during the rental period are subject to a \$25 administration fee for each infringement received not per hire.
- 8.4 A fee of NZ\$500 will be charged for failure to empty the grey water or toilet cassette.
- 8.5 Failure to return the vehicle with full petrol will result in refill charges to the value of the fuel required and an additional \$100 service fee.
- 8.6 The vehicle is to be returned in a clean and tidy condition, if not, a NZ\$250 cleaning fee may apply.

9. Suppliers Obligations

- 9.1 The supplier shall deliver the vehicle in a safe and roadworthy condition.
- 9.2 The supplier shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except that by the terms of this agreement those costs are payable by the hirer. (Note: the hirer shall as soon as practicable in any event within 24 hours notify the owner of any complaints, defects or failure of the vehicle, or claims against the supplier or its agents. If the hirer fails to do so the hirer may be deemed to have waived the same and the company will not be liable for any claims resulting there from).
- 9.3 Any mechanical or towing expenses required for the vehicle must be authorised by the supplier prior to the repairs or towing taking place. Failure to authorise these expenses may result in the hirer being held liable for the costs.
- 9.4 The supplier shall provide all agents for the supplier with updated terms and conditions and vehicle specifications. Any discrepancies regarding the terms and conditions must be addressed via original booking agent.

10. Mechanical repair and accidents

- 10.1 Any problems associated with the vehicle including equipment failure must be reported to the supplier as soon as possible within 24 hours in order to give the supplier the opportunity to rectify the problem during the rental period. We do not accept liability for any claims submitted after this period. The supplier will always endeavour to rectify the problem within 24 hours of being notified.
- 10.2 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 hirer;
- The vehicle running out of fuel

- Keys being lost or locked inside the vehicle
- Flat batteries as a result of the lights or keys being left on
- A breakdown as a result of damage caused in an accident

- 10.3 The hirer shall ensure that no persons shall interfere with the distance recorder or speedometer, or except in an emergency any part of the engine, transmission, braking or suspension system of the vehicle.
- 10.4 All AA non-mechanical call-outs will incur a call out fee, this includes changing tires and keys locked in the vehicle. No insurance option covers this fee. If the call out is required by a diagnosed mechanical fault, AA will process a refund for the credit card fee.
- 10.5 The AA service operates 24hrs, however for mechanical repairs outside office hours (including weekends and public holidays), some delays may occur.
- 10.6 The availability of an exchange vehicle is not guaranteed; provision is subject to availability, the hirer's location, accident liability and remaining hire duration.
- 10.7 Replacement vehicles are subject to availability.
- 10.8 The hirer is responsible for making their own way to suitable accommodation.
- 10.10 The hirer will pay for any costs relating to delivery of a change-over vehicle as a result of any vehicle accident that is the fault of the hirer. This charge applies irrespective of any insurance option taken
- 10.11 Even if the hirer has taken 'All care no responsibility' insurance, the hirer is still responsible for keys being lost or locked in the car and for changing tires.
- 10.12 No replacement vehicle will be provided without receipt of a completed insurance claim form where one is required.
- 10.13 In the event of an accident occurring and an exchange vehicle is not available, the supplier will not be liable for any resulting accommodation or living expenses that are incurred. All reasonable assistance will be provided by the supplier to get the hirer and occupants to the closest town.
- 10.14 Should a replacement vehicle not be available, the supplier will refund the remainder of the rental.

11. Use of rental vehicles

- 11.1 The hirer shall not use or permit to use the vehicle to be used for the carriage of passengers for hire or reward, unless the vehicle is hired with the knowledge of the owner for use in a passenger service licensed under Part 1 of The Transport Services Licensing Act 1989.
- 11.2 **The hirer shall not:**
- Sublet or hire the vehicle to any other person.
 - Permit the vehicle to be operated outside his or her authority.
 - Operate the vehicle, or permit it to be operated in any race, speed test, rally or contest.
 - Operate the vehicle or permit it to be operated in breach of the Land Transport Act 1998, the Traffic Regulations 1976 or any other Act, regulations or by laws relating to road traffic.
 - Operate the vehicle or permit it to be operated for the transport of more than the number of passengers on the rental agreement
 - Drive or permit the vehicle to be driven by any other persons if at the time of his/her driving the vehicle the hirer or any other person is not the holder of a current driver's licence appropriate for the vehicle, or listed on the additional drivers section of the rental agreement.

12. Return of the vehicle

- the 12.1 The hirer shall at or before the expiry of the term of hire, deliver the vehicle to the location detailed in the rental agreement, or obtain suppliers consent to the continuation of the hire. (Note: No refund is available to the hirer if the vehicle is returned earlier than stated in the schedule).

13. Breach of contract

- 13.1 The supplier shall have the right to terminate the hire and take immediate possession of the vehicle if the hirer fails to comply with any terms and conditions of this agreement or if the vehicle is damaged.
- 13.2 The termination of the hire under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under this agreement or otherwise.

14. Exchange Rate / Currency Fluctuations

- 14.1 All transactions are conducted in New Zealand dollars. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against the hirer's credit card and the amount refunded at the expiration of the rental period. The supplier is not liable for such variations.

15. Release and Indemnity of The Pod Rental Company

- 15.1 The hirer releases the supplier, its employees and agents, from any liability to the hirer (regardless of who is at fault), for any loss or damage incurred by the hirer by reason of rental, possession or use of the vehicle.
- 15.2 The hirer hereby indemnifies and shall keep indemnified the supplier, 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 hirer's use and/or possession of the vehicle.
- 15.3 Any indemnity required of the hirer shall not operate to indemnify the supplier in respect of any negligent act by the supplier.