

## The Pod Rental Company Rental Terms and Conditions

### Interpretation

1. The supplier means The Pod Rental Company.
2. The hirer means the person recorded on the rental agreement as the hirer.
3. The driver means any person(s) identified on the rental agreement as permitted to drive the rented vehicle.
4. The 'rental period' means the agreed period between the pick and drop off of the rented vehicle.
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.
6. GST means Goods and Services Tax which is currently 15%.

### Agreement

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

### Payment

10. The hirer shall pay the supplier the full price of the rental upon booking. Refunds for cancellations are covered under the 'Cancellation Policy' section in this document.
11. The credit card authorisation 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 the 'Additional Costs' section 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.
12. 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.
13. 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.
14. 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.
15. With regard to an accident, the insurance 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.
16. The hirer shall pay for all petrol used in the vehicle during the period of the hire.
17. 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.
18. The following credit cards will be accepted: Visa, Mastercard & American Express.

## Insurance

19. 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.
20. 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 vehicle.
21. 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. 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).
22. The hirer is required to accept one of the following insurance options.
  - 1 - All care no responsibility: Excess NZ\$0: Extra charge of \$25 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
23. 'Fence sitter' and 'You break it you fix it' options do not cover tyre and windscreen/window damage, exterior and/or under body damage and single vehicle accidents.
24. 'All care no responsibility' covers all damage including tyre & windscreen damage, all window damage, exterior and/or under body damage, and single vehicle accidents.
25. 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.

## 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. None of the insurance options will cover any damage caused by the use of snow chains and roof racks.
- d. None of the insurance options will cover 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 hirer or anyone driving the vehicle is under the influence of any intoxicating substance, drug or alcohol.
  - o. The hirer commits a traffic offence that, in the opinion of a reasonable person, caused or contributed to any loss or damage.
  - p. 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), or on any beach, driveway, or surface likely to damage the vehicle.
  - q. The vehicle is operated outside of the hire or any agreed extension of that term.
  - r. 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.
  - s. 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.

### Hirers Obligations

- 26. Smoking and animals (except guide dogs) are not permitted in the vehicle at any time.
- 27. The hirer shall ensure that all reasonable care is taken in handling, driving and parking the vehicle and that it is left securely locked when not in use.
- 28. 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
- 29. Government rules in relation to freedom camping.
- 30. 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.

### Cancellation Policy

- 31. The full rental amount is payable upon booking.
- 32. 25% of the booking is non-refundable.
- 33. If the booking is cancelled with 14 or more days' notice the supplier will refund 75% of the amount paid to the hirer.
- 34. 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.

35. If the booking is cancelled within 5 days prior to pick-up or the hirer fails to 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.
36. If the vehicle you booked is unavailable, we will give you a vehicle and refund the difference in value (if any), or give you the option to cancel. If no vehicle is available at all, we will try to find a replacement vehicle from another rental vehicle operator.

#### Duration of Hire / Amendments to Hire

37. 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.
38. The minimum hire period for the vehicle is 7 days.
39. Minimum hire periods are based on fleet distribution and availability. The supplier reserves the right to change without warning.
40. 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.
41. All amendments are subject to approval by the supplier.
42. 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.

#### Additional Costs

43. 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
44. A fee of NZ\$500 will be charged for failure to empty the grey water or toilet cassette.
45. 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.
46. The vehicle is to be returned in a clean and tidy condition. If not, a NZ\$250 cleaning fee may apply.

#### Infringement Offences

47. You will be liable for the following infringement offences committed during the hire:
  - a. A speeding offence,
  - b. A toll offence,
  - c. An offence for not obeying a traffic signal direction, detected by vehicle surveillance equipment,
  - d. An offence for parking on a road that breaches any bylaw or road controlling authority,
  - e. An offence against Part 6 of the Land Transport (Road User) Rule 2004,
  - f. An offence against Section 20(1) of the Freedom Camping Act 2001.

48. If you commit an infringement offence, you must pay any infringement fee and costs due.
49. We may elect to transfer liability for any infringement offence from us as the registered owner of the vehicle to you as the driver. If so, once we receive the reminder notice we will pass on your name, address, date of birth, and drivers licence number to the relevant infringement authority, and charge an administration fee of \$25 for not paying the fee yourself.
50. If we receive an infringement notice or reminder notice for an infringement offence committed during the hire, we will send you a copy of the notice and this agreement within 10 working days.
51. After receiving an infringement notice, we will advise you your credit card may be charged the set infringement fee and an administration fee of \$25 for not paying the fee yourself once we receive the reminder notice.
52. If we only receive the reminder notice, we will advise that your credit card may be charged the set infringement fee and administration cost as you had not paid the stated fee.
53. You are entitled to:
  - a. Challenge or complain about the alleged offence to the enforcement authority that sent the infringement notice, and
  - b. Seek a court hearing, either within 56 days from the date the infringement notice was given, or 28 days from the date the reminder notice was given.

### Suppliers Obligations

54. The supplier shall deliver the vehicle in a safe and roadworthy condition with a valid and current Certificate of Fitness.
55. 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).
56. 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.
57. 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 the original booking agent.

### Mechanical Repair and Accidents

58. The hirer will maintain the water in the vehicle's radiator and battery at the proper level.
59. The hirer will maintain the oil in the vehicle at the proper level.
60. The hirer will maintain the tyres at the proper pressure.
61. The hirer shall not interfere with any part of the engine, transmission, braking or suspension systems.
62. The hirer will not arrange or carry out any repairs or salvage without the suppliers approval, unless this is necessary to prevent further damage to the vehicle or other property.
63. 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 endeavor to rectify the problem within 24 hours of being notified.

64. All vehicles are registered with the Automobile Association (AA) for 24hr roadside assistance. This service covers any mechanical faults with the vehicle. Even if you have selected the 'All care no responsibility' insurance option, please note that the AA does not cover the following and the associated costs will be the responsibility of the hirer;
  - a) The vehicle running out of fuel
  - b) Keys being lost or locked inside the vehicle
  - c) Flat batteries as a result of the lights or ignition keys being left on
  - d) A breakdown as a result of damage caused in an accident
65. 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.
66. All AA non-mechanical call-outs will incur a call out fee, and this includes changing tyres and keys locked in the vehicle as no insurance option covers this fee.
67. The AA service operates 24hrs, however for mechanical repairs outside office hours (including weekends and public holidays), some delays may occur.
68. The availability of an exchange vehicle is not guaranteed; provision is subject to availability, the hirer's location, accident liability and remaining hire duration.
69. Replacement vehicles are subject to availability.
70. The hirer is responsible for making their own way to suitable accommodation in the event their vehicle is rendered inoperable.
71. 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.
72. No replacement vehicle will be provided without receipt of a completed insurance claim form where one is required.
73. 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.
74. Should a replacement vehicle not be available, the supplier will refund the remainder of the rental.
75. The hirer shall keep a copy of this rental agreement in the vehicle during the period of the hire.

### Use of Rental Vehicles

76. 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.

#### **The hirer shall not:**

- a) Sublet or hire the vehicle to any other person.
- b) Permit the vehicle to be operated outside his or her authority.
- c) Operate the vehicle, or permit it to be operated in any race, speed test, rally or contest.
- d) Operate the vehicle or permit it to be operated in breach of the Land Transport Act 1998, the Traffic Regulations 1976, Freedom Camping Act 2011 or any other Act, regulations or by laws relating to road traffic.

- e) Operate the vehicle or permit it to be operated for the transport of more than the number of passengers on the rental agreement.
- f) 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.

### Dangerous Driving

77. If we reasonably believe that your driving will likely cause danger to yourself or anyone else, we may:

- a) Cancel this agreement at once by giving you either verbal or written notice,
- b) Elect to discuss circumstances of your cancellation with other rental car companies to promote safe driving in New Zealand.

78. If we elect to cancel the agreement because of this, you must return the vehicle to the address set out as per your hire agreement as soon as possible.

### Privacy

79. We will collect, hold and use your personal information for purposes related to the hire of the vehicle. We may disclose such personal information to third parties legitimately seeking to recover debts incurred as a result of your use of the vehicle.

80. You retain rights of access to, and correction of, your personal information.

### Return of the vehicle

81. 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 the 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).

### Breach of contract

82. 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.

83. 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.

### Exchange Rate / Currency Fluctuations

84. 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.

### Release and Indemnity of The Pod Rental Company

85. 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.

86. 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.

87. Any indemnity required of the hirer shall not operate to indemnify the supplier in respect of any negligent act by the supplier.

### Disputes

88. If you believe you have been incorrectly charged or you have any other complaint about your vehicle hire experience, you must inform us by giving us the written complaint within 20 working days after the completion of your hire.

89. We will aim to resolve all complaints amicably and in good faith.

90. If you are unhappy with the outcome, you have the right to engage external dispute resolution options