

# MIGHTY RENTAL AGREEMENT

## TERMS AND CONDITIONS – NEW ZEALAND CAMPERVANS

Effective 01 April 2015 - 31 March 2016



**Thank you for choosing Mighty. We are very proud of our product and our reputation, and we have built our business on providing the best possible experience for our customers. Your safety and security are our greatest concerns, so to assist you in making your holiday a wonderful experience, it is important for you to carefully read these terms and conditions. Should you have any questions about these terms and conditions please contact us on freecall 0800 422 267. These terms and conditions do not exclude, restrict or modify the application of any provision, the exercise of any right, or the imposition of any liability under any New Zealand consumer law statute, where that would contravene the statute. However, the Consumer Guarantees Act 1993 will not apply to Vehicle rentals acquired by Customers in trade.**

### 1) RATES AND CONDITIONS

Rates and Conditions quoted in our documentation are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates or conditions applicable to your rental once your booking has been confirmed by Mighty. Any booking amendments may differ to the original rate booked. Please note all prices are quoted and payable in New Zealand dollars.

### 2) DEFINITIONS

'Additional Protection Coverage' means the liability coverage option as described in clause 20.6

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

'Customer' means the person or persons nominated as the hirer and any person whose credit or debit card is presented for payment of the Customer's charges. Refer to clauses 22 and 29 for information about the Vehicle Security Deposit requirements and credit or debit card payments.

'Mighty' means Tourism Holdings Ltd.

'Liability' means an amount of up to NZ\$5,000, or up to NZ\$3,500, depending on the Liability Reduction Option chosen.

'Liability Reduction Option' means the Mighty Confident, as described in clause 20.4.

'Rental Period' means the hire period or any agreed variation thereof and any additional period during which the Vehicle is in the Customer's possession or control.

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

'Vehicle Security Deposit' means the amount paid by the Customer on pick up of the Vehicle to cover any Liability or other amounts owed by the Customer under this Agreement.

### 3) RENTAL DURATION

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

**3.2** Minimum rental period is 5 days with the exception of the Mighty Lowball which has a 3-day minimum if the pick up and return location are the same. Minimum rental period is 10 days for hires between 20 December and 10 January. Minimum rental period is 10 days when a vehicle is being collected from the North Island

and is being returned to the South Island if the rental commences between the months of October through to March (both inclusive). Minimum rental period is subject to change during peak periods.

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

### 4) DELIVERY AND RETURN OF THE VEHICLE

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

**4.2** The Customer will return the Vehicle in a clean condition with a full fuel tank and a full bottle(s) of gas (if applicable, and subject to any pre-purchase fuel and/or pre-purchase gas option being taken), having completed all items on the Mighty Vehicle Return Checklist, on the return date, time and location set out in the Rental Agreement. Except where the Customer has purchased the "Pre-purchase LPG Option" and/or the "Pre-purchase Fuel Option", failure to return the vehicle with full petrol, diesel and/or LPG tanks will result in additional charges. Should the customer have the pre-purchase fuel and/or the pre-purchase gas option there is no refund for unused fuel and/or gas.

**4.3** Mighty reserves the right to charge the Customer a NZ\$250 cleaning fee if the Vehicle is not returned in clean condition. This includes smoking related cleaning, as smoking is not permitted in the vehicle.

**4.4** The toilet and wastewater tank (if applicable) must be emptied prior to the return of the Vehicle, or an additional NZ\$125 soiling fee will be charged.

### 5) BRANCH HOURS OF OPERATION

**5.1** All Vehicles must be collected from, and returned to, a Mighty branch. Mighty Branches are open 7 days per week, 8:00am to 4:30pm. Customers must allow adequate time to complete the required paperwork when collecting or returning your Vehicle. The latest arrival for any collection or delivery is 3:30pm. Branches are closed Christmas Day (25 December).

**5.2** \$50 surcharge will apply to all rentals picked up and/or dropped off on the following National public holidays;  
New Years Day (1st January 2016)  
Day after New Year's Day (2nd January 2016)  
Waitangi Day (6th February 2016)  
Good Friday (3rd April 2015 and 25 March 2016)  
Easter Monday (6th April 2015 and 28 March 2016)  
ANZAC Day (25th April 2015)  
Queen's Birthday (1st June 2015)  
Labour Day (26th October 2015)  
Boxing Day (26th December 2015)

### 6) CHANGE OF DROP-OFF DESTINATION

If the Customer wishes to change the drop-off destination, they must first obtain authorisation from Mighty (call **0800 422 267**). Subject to the change being approved, an additional charge of up to NZ\$750 may apply, which will be notified to you at time of approval and is required to be paid immediately via credit card. The fee may apply in all cases irrespective of the reason for location change.

### 7) PICK-UP AND DROP-OFF

**7.1** Mighty Pick Up is a self-service process and requires the Customer to have completed Self Check-In online or in the branch. If additional service is required from a Mighty staff member, a fee of NZ\$50 may apply.

**7.2** The Customer is required to pick up at the time selected when the booking is confirmed. If the Customer wishes to change this time prior to the day of travel, they must obtain authorisation from the Mighty Reservation Centre. Mighty allows a grace period of 59 minutes. Please specify accurate pick up and drop off times. Pick up and drop off outside of these times may cause a delay and impact the time spent at the branch.

**7.3** The Customer is required to drop off at the time stated on the Rental Agreement. If the customer wishes to change this time prior to the day of drop off, they must obtain authorisation from the Mighty Reservation Centre. Mighty allows a grace period of 59 minutes. Please specify accurate pick up and drop off times. Pick up and drop off outside of these times may cause a delay and impact the time spent at the branch.

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

**7.5** If the Customer drops-off the Vehicle after business hours, the Customer will remain responsible for the Vehicle up until the time that it is checked in by a Mighty staff member the following day. The Customer will be required to pay an extra day's Liability Reduction premium (based on the Liability Reduction Option being selected) until the Vehicle is checked in by a Mighty staff member.

### 8) RENTAL EXTENSION

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

**8.2** Failure to obtain an authorisation for a rental extension will result in a late fee of NZ\$150 per day in addition to the daily rental rate (including Liability Reduction Option charges) for each day until the Vehicle is returned. The daily rental rate charged will be the rate applicable on the day of extension (which may differ from the original rate booked) per Vehicle for the extended rental period.

### 9) QUEENSTOWN LOCATION FEE

A location fee of NZ\$210 applies to the Deuce and Double Up campervans picked up or dropped off in Queenstown (though if the pick up and drop off both occur in Queenstown, only one location fee will apply). This is in addition to the one-way fee if applicable.

### 10) ONE-WAY RENTALS

**10.1** One-Way rentals are available between branch locations.

**10.2** For rentals commencing between 1 April and 30 September a one-way rental fee of NZ\$50 is charged for all vehicles, for rentals that originate in Auckland and return to either Christchurch or Queenstown. For rentals commencing between 1 October and 31 March a one-way fee of NZ\$210 applies to the Lowball, Highball, Jackpot, Deuce and Double Down vehicle types and NZ\$250 applies to the Double Up vehicle type, for rentals between the North and South Islands.

### 11) MULTIPLE RENTALS

Should a Customer have more than one consecutive rental, the bookings can be combined to qualify for longer-term hire discounts. Consecutive campervan hire in Australia for Mighty, Maui, Britz and KEA and in New Zealand for Mighty, Maui, Britz, KEA, United and Alpha can be combined to qualify if the vehicle collection date/s is within a 3-month period.

### 12) LICENCE

**12.1** A current and full (non-probationary) motor vehicle driver's licence is required and must be produced upon vehicle collection. Should a foreign licence be in a language other than English, it must be accompanied by an accredited English translation. The translation must be provided by a NZ Transport Agency, authorised translation service or a diplomatic representative at a high commission, embassy or consulate, or the authority that issued your overseas

licence (an International Driving Permit may be acceptable as a translation if in English).

**12.2** An extra driver fee applies for each additional drivers licence added to the rental agreement except where The Almighty option has been purchased.

### 13) AGE RESTRICTIONS

Drivers must be 21 years of age or over with the exception of the hired vehicles being the Lowball, Highball or the Jackpot which requires drivers to be 18 years of age or over.

### 14) USE OF THE VEHICLE

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

- (a) driven otherwise than in a prudent and cautious manner. A single Vehicle rollover is considered a breach of this condition. A single Vehicle rollover may include, but is not limited to, a Vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the Vehicle in circumstances within the control of the Customer. Customers who have purchased the Additional Protections Coverage option will have the cost of damage resulting from a single Vehicle rollover covered, provided that the Customer has not otherwise breached this Agreement in relation to the rollover;
- (b) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- (c) left with the ignition key in the Vehicle while it is unoccupied;
- (d) submerged in water, brought into contact with salt water, used in a creek or river crossing, driven on a beach or through flooded areas;
- (e) used for any illegal purpose or in a race, rally or contest;
- (f) used to tow any vehicle or trailer;
- (g) used to carry passengers or property for hire or reward;
- (h) used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this Agreement;
- (i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and
- (j) used for transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

**14.2** Road restrictions apply as follows:

- (a) Mighty vehicles may only be driven on sealed/ bitumen or well-maintained roads.
- (b) Vehicles are not permitted on Skippers Road (Queenstown), the Crown Range Road (Queenstown), Ball Hut Road (Mt. Cook), Ninety Mile Beach (Northland) and North of Colville Township (Coromandel Peninsula).

The Customer is responsible for all damage if travelling on these roads as defined in clause 20.8.

**14.3** We value your well being, and for safety purposes, Mighty reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to:

- (a) adverse road or weather conditions;
- (b) the distance to nominated destinations in relation to the length of the hire period; and
- (c) any concerns Mighty, its employees or agents may have regarding driver experience or ability.

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

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

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

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

### 15) MAINTENANCE AND REPAIRS

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

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

### 16) ON-ROAD ASSISTANCE

**16.1** Mighty provides 24 hours on-road assistance support. Please contact Mighty on free call; **0800 788 558**.

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

**16.3** The on-road assistance will cover, free of charge, any technical malfunction of the vehicle arising from a manufacturing or material fault that directly renders the part concerned unfit for operation during the Rental Period and for which a warranty claim is not excluded. Claims will be excluded, and the Customer will be charged for any on-road assistance, where the malfunction was caused by the Customer's actions or omissions, or where the fault is not covered by the Vehicle manufacturer's guarantee. This will include any on-road assistance for the following:

- (a) The vehicle running out of fuel.
- (b) The keys being locked inside the vehicle or lost.
- (c) Flat batteries caused by incorrect usage of the batteries and or incorrect usage of any equipment that requires the batteries to operate.
- (d) A breakdown caused by damage caused in an accident.
- (e) A breakdown caused by wilful neglect.

**16.4** All on-road assistance required or managed due to circumstances covered in 16.3 (a)-(e), or otherwise as a result of the Customer's actions or omissions, will incur a minimum charge of NZ\$173 plus any additional charges provided by third party assistance.

### 17) VEHICLE AVAILABILITY

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

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

**17.3** Should the Customer decide to voluntarily downgrade their vehicle type from that booked, they will not be entitled to a refund.

### 18) TITLE TO VEHICLE

The Customer acknowledges that Mighty retains title to the Vehicle at all times. The Customer shall not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

### 19) FOR YOUR PROTECTION

New Zealand legislation provides limited coverage for personal injury. Mighty does not accept any liability for personal injuries sustained during the rental, nor for any loss or damage to personal belongings. Mighty strongly recommends the Customer takes out personal travel insurance to cover any injury or loss.

### 20) VEHICLE DAMAGE – LIABILITY AND LIABILITY REDUCTION OPTIONS

**20.1** The Customer understands that:

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

**20.2** The Customer will be responsible for the total cost of any damage (as per clause 20.10) and any Liability Reduction Option purchased will be void, if;

- (a) the Customer breaches any of the terms of this Agreement, and that breach is the cause of or contributes to the relevant damage; or
- (b) the damage is covered by any of the exclusions set out in clause 21.

**20.3** If the customer elects to keep the Mighty Light vehicle liability and no further Liability Reduction Option selected, subject to clause 20.2, the Liability that the Customer is responsible for is NZ\$5,000 for the Deuce and the Double Up and NZ\$3,500 for all other Campervans of the cost of damage as described in clause 20.10.

**20.4** If the Mighty Confident is taken, the Customer will not have to pay a Liability for any damage to the vehicle, subject to Clause 21. However Mighty Confident does not provide cover for the costs of any damage attributable to a single Vehicle rollover.

**20.5** With The Almighty option the hirer will not have to pay a liability for any damage to the vehicle, including damage costs attributed to accidental tyre and windscreen damage subject to Clause 21.

**20.6** Mighty offers an option to purchase Additional Protection Coverage. This option can only be taken in addition to Mighty Confident. Subject to clauses 20 and 21, where Additional Protection Coverage is purchased, the Customer will not have to pay for the costs of any damage attributed to an accidental single Vehicle rollover.

**20.7** The Liability, and the Vehicle Security Deposit (refer to clause 22) applies in respect of each claim, not rental.

**20.8** Where the Customer is at fault, the Liability is applicable and must be paid by the Customer at the time the accident report is completed, not at the completion of the rental. The Liability will be paid by an amount equal to the cost of any damage being deducted from the Vehicle Security Deposit which would otherwise be refundable. Upon written request, Mighty will provide the Customer with an itemised bill of any amounts deducted from the Vehicle Security Deposit.

**20.9** If it is not clear at the time the accident report is completed whether the Customer was at fault, no Liability will be deducted at that time but the Vehicle Security Deposit will:

- (a) be held by Mighty and only refunded to the Customer upon a determination by the relevant insurance company that the Customer was not at fault in relation to the damage;
- (b) be deducted by Mighty in the amount equal to the cost of the damage caused by the Customer upon a determination by Mighty's insurance company that the Customer was at fault in relation to the damage.

**20.10** Damage includes any and all damage to Third Party property, damage to the rented Vehicle including windscreens, tyres, towing and recovery costs, theft, fire, break in or vandalism. The costs of any damage will include the costs of repairing the damage, and the cost of the daily rental rate for the period the vehicle is being repaired. In addition to the costs associated with the damage, a processing fee of NZ\$60 and associated damage assessment fees will be applicable per claim.

**MIGHTY STRONGLY RECOMMENDS OUR CUSTOMERS TAKE THE ALMIGHTY AND ADDITIONAL PROTECTION COVERAGE OPTIONS FOR TRAVEL WITH COMPLETE PEACE OF MIND.**

## 21) EXCLUSIONS

The Customer acknowledges that any Liability Reduction Option or Additional Protection Coverage will not apply, and that they are responsible for all costs arising out of, or incurred in connection with:

- (a) any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the Vehicle) or driving under the influence of alcohol or drugs, or negligence;
- (b) any loss or damage to personal belongings: Mighty recommends the Customer does not leave valuables in the vehicle and that they take out personal travel insurance;
- (c) any damage to the Vehicle or any third party's vehicle or property where the customer is deemed by local authorities to have been careless, negligent or wilful in failing to abide by the local road rules.
- (d) retrieving or recovering a Vehicle, which may include, but is not limited to a vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned; in each case in circumstances within the control of the Customer;
- (e) replacing keys, which have been lost or stolen, or retrieving keys which have been locked in the Vehicle;
- (f) any overhead or underbody damage to the Vehicle, except where the Mighty Confident or The Almighty is taken. This does not cover single Vehicle rollover except where Additional Protection Coverage has been purchased;
- (g) damage caused to the vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual;
- (h) damage caused by drivers not identified on the rental agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence;
- (i) any damage caused to the vehicle due to the use of snow chains; and
- (j) any damage associated with the incorrect use of fuel (fuel being diesel or petrol), which includes Bio-Diesel which should not be used, or water or other contamination of fuel.

## 22) VEHICLE SECURITY DEPOSIT

**22.1** On pick up of the Vehicle, the Customer agrees to pay a Vehicle Security Deposit to cover any Liability or amounts owed under this Agreement ("Vehicle Security Deposit"). The amount of the Vehicle Security Deposit is determined by the Liability Reduction Option selected by the Customer, as described in clauses 22.4-24.5 below. The Customer must provide a valid credit card to pay the Vehicle Security Deposit.

**22.2** The Vehicle Security Deposit is fully refundable, including the credit card surcharge if the card used to provide the Vehicle Security Deposit is a Visa or Mastercard, provided the Vehicle is returned on time, to the correct location, undamaged, in a clean condition and, except where the Customer has purchased the "Pre-purchase LPG Option" and/or the "Pre-purchase Fuel Option", with full fuel tanks (fuel being petrol, diesel and LPG gas). Refund of the Vehicle Security Deposit is not a waiver by Mighty of the Customer's liability under this Agreement, and Mighty retains the right to recover monies for breach as set out in clause 29.3.

**22.3** The Customer authorises Mighty to deduct from the Vehicle Security Deposit any amounts due by the Customer to Mighty arising under this Agreement including but not limited to, any costs, fines or liability arising under clause 4 (Delivery and return of the Vehicle), clause 7 (Pick up and Drop off), clause 8 (Rental Extension), clause 14 (Use of the vehicle), clause 16 (On-road assistance), clause 20 (Vehicle Damage – Liability and Liability Reduction Options), clause 25 (Freedom Camping and Toll and Traffic Offences) and clause 32 (Terminating the agreement and repossessing the vehicle). Mighty will provide the Customer with an itemised bill of the monies to be deducted by Mighty from the Vehicle Security Deposit under clause 22.1 prior to making such deductions.

**22.4** If the customer elects to keep the Mighty Light vehicle liability and no further Liability Reduction Option selected, the vehicle security deposit is NZ\$5,000 for the Deuce and the Double Up and NZ\$3,500 for all other Campervans payable by credit card only. The amount will be debited to the Customer's account immediately.

**22.5** If the Mighty Confident or The Almighty option has been taken the Vehicle Security Deposit is NZ\$250 payable by credit card only. An imprint of the Customer's credit card will be taken.

**22.6** If the Customer has a complaint in relation to any monies deducted by Mighty from the Vehicle Security Deposit under clause 22.3, the Customer is invited to contact Mighty by calling **0800 422 267** or sending an email to [customer@thlonline.com](mailto:customer@thlonline.com). Mighty takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

## 23) PROCEDURES IN CASE OF ACCIDENT

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

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

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

### (b) Before returning to the branch the Customer must:

1. Complete the Accident Claim form in full.

### (c) At the branch

1. The Customer must produce their driver's licence and hand over the police report (if applicable) and any supporting photographs.
2. The Customer is required to pay the Liability (if applicable) and any other amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting 'the event' and not at completion of the Rental Period.
3. Mighty reserves the right to charge the daily rental rate for the period the vehicle is off fleet for accident repairs.
4. The Mighty Customer Service Representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately signed by the Customer.

### (d) Exchange vehicle

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

### (e) Time frame for settlement of customer

#### Liability claims

1. Mighty shall use best endeavours to ensure that any money due back to the Customer is forwarded as quickly as possible, however third party claims can take months or even years to resolve. Mighty cannot force the destiny of these claims, and the Customer acknowledges that handling of these claims is up to Mighty's Insurer and the third party, whether they be insured or not.
2. Mighty agrees to refund any Vehicle Security Deposit refunds applicable within 60 days of receiving final resolution and payment relating to third party claims.
3. For information regarding outstanding claims or Vehicle Security Deposit refunds please contact the Claims Department on +64 9 255 0620 during office hours.

4. The Customer agrees to provide all reasonable assistance to Mighty in handling any claim including providing all relevant information and attending Court to give evidence.

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

## 24) LIMITATION OF LIABILITY AND INDEMNITY

**24.1** If the Customer acquires, or holds itself out as acquiring, the Vehicle rental in trade, the provisions of the Consumer Guarantees Act 1993 will not apply. Otherwise, nothing in this Agreement affects the Customer's rights under the Consumer Guarantees Act 1993 and the Customer shall have the benefit of the guarantees under that legislation (the Consumer Guarantees).

**24.2** Except as expressly set out in this Agreement, or the Consumer Guarantees, Mighty makes no warranties or other representations with respect to the Vehicle or services provided, and any implied warranties or representations are excluded.

**24.3** Except as expressly set out in this Agreement, or the Consumer Guarantees, Mighty, its employees or agents will have no liability to the Customer for any loss or damage of any kind whatsoever, except where such loss or damage is due to the negligence or wilful act or omission of Mighty or its employees or agents.

**24.4** Subject to clause 24.5, the Customer hereby fully and effectively indemnifies and agrees to keep indemnified Mighty, its employees, agents and contractors (each an Indemnified Party) against every liability, loss, damage, cost or expense (hereafter Liabilities) (including all Liabilities arising as a result of damage to a third party's property or injury to or death of any person, and all legal costs in relation to any Liabilities) sustained, suffered or incurred by any such Indemnified Party arising out of or in connection with any breach of this Agreement by the Customer or any negligence, fraud, dishonesty, or misrepresentation of the Customer.

**24.5** To the extent permitted by law, neither party will have any liability under this Agreement for any indirect or consequential losses, including loss of profits, business, income or savings.

## 25) FREEDOM CAMPING AND TOLL AND TRAFFIC OFFENCES

**25.1** The Customer is liable for an offence committed during the Rental Period involving the use of the Vehicle where the offence was:

- (a) a speeding offence, an offence in respect of failure to comply with the directions given by a traffic signal, or a toll offence where such offences were detected by approved vehicle surveillance equipment;
- (b) an offence for parking in 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; or
- (c) an offence under section 20(1) of the Freedom Camping Act 2001 involving the use of the vehicle.

**25.2** The Customer agrees to pay any infringement fee and costs that may become payable because of an infringement notice served on Mighty for any of the offences set out in clause 25.1(a)-(c), including an administration fee of up to NZ\$60 for associated administration costs. This administration fee will be applicable per offence.

**25.3** Subject to Mighty complying with clause 25.4 and 25.5, the Customer authorises Mighty to debit the Customer's credit or debit card for any infringement fees and costs, including any administration fee under clause 25.2.

**25.4** If Mighty receives:

- (a) an infringement notice, Mighty will send the Customer a copy of the infringement notice and this agreement, together with a notification that if Mighty receives a reminder notice in respect of the infringement notice, Mighty will debit the Customer's credit or debit card for the amount of the infringement fee (plus an administration fee of up to NZ\$60);
- (b) a reminder notice only, Mighty will send the Customer a copy of the reminder notice and this agreement, together with a notification that Mighty will debit the Customer's credit or debit card for the amount of the infringement fee (plus an administration fee of up to NZ\$60).

**25.5** All notifications under clause 25.4 will be sent to the address provided by the Customer within 5 working days of receipt of the infringement or reminder notice (whichever is applicable).

**25.6** The Customer has the right to:

- (a) challenge, complain about, query or object to the alleged offence to which the infringement notice or reminder notice relates, to the issuing enforcement authority.
- (b) 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.

## 26) RENTAL CHARGES

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

## 27) ROAD USER CHARGE RECOVERY FEE (RUCRF)

A road user charge recovery fee will be calculated and collected on return of a campervan hire based on the kilometres travelled during the hire and the actual vehicle category. The costs can be obtained from the Customer Service Representative upon vehicle collection and/or are available online.

Mighty reserves the right to amend the Road User Charge Recovery Fee in response to changes in Government Road User Charges.

## 28) PAYMENT OF CHARGES -JOINT AND SEVERAL LIABILITY

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

## 29) CREDIT AND DEBIT CARD PAYMENTS

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

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

**29.3** When payment is made by credit or debit card, the Customer agrees that:

- (a) Mighty is authorised to complete any documentation and to take any other action to recover from the Customer's credit or debit card issuer all amounts due by the Customer pursuant to this Agreement, including, but not limited to, any amounts due in respect of damage to the Vehicle or to property of a third party and all other additional charges as they are incurred including all freedom camping, parking and traffic offence penalties, road toll fines and associated administration costs;
- (b) in the event that Mighty elect to accept payment of the Vehicle Security Deposit by holding a signed and authorised open credit or debit card voucher which is returned to the Customer at the completion of the Rental Period, the Customer agrees that Mighty is entitled to recover payment from the Customer's credit or debit card issuer pursuant to paragraph (a) in respect of any amounts due which were not known at the time of return of the voucher; and
- (c) Mighty may process credit or debit card charges pertaining to the rental after the hire period.

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

## 30) PERSONAL AND COMPANY CHEQUES

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

## 31) CONDITIONAL UPON PAYMENT

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

## 32) TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE

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

- (a) the Customer is in breach of any material term of this Agreement, particularly clauses 14 and 35;
- (b) the Customer has obtained the Vehicle through fraud or misrepresentation;
- (c) the Vehicle appears to be abandoned;
- (d) the Vehicle is not returned on the agreed return date or Mighty reasonably believe that the Vehicle will not be returned on the agreed return date; or
- (e) Mighty considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

**32.2** Subject to clause 32.3, the Customer understands that in the event of such termination or repossession, the Customer has no right to a refund of any part of the rental charges or the Vehicle Security Deposit.

**32.3** If the Customer has a complaint in relation to the termination of this Agreement and or the repossession of the Vehicle by Mighty under clause 32, the Customer is invited to contact Mighty call **0800 422 267** or send an email to [customer@thlonline.com](mailto:customer@thlonline.com). Mighty takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

## 33) CANCELLATIONS

**33.1** If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply. Cancellation fees are as follows:

- If cancelled up to 22 days prior to pick up: No Fee
- If cancelled from 21 to 7 days prior to pick up: 20% of Gross Rental
- If cancelled 6 to 1 days prior to pick up: 50% of Gross Rental
- If cancelled on day of pick up or No Show: 100% of Gross Rental
- If Vehicle is returned early: No refund available

## 34) PROPER LAW

This Agreement is governed by New Zealand law.

## 35) CUSTOMER WARRANTIES

The Customer warrants that all information supplied by them to Mighty in connection with this Agreement is true and accurate and the Customer will immediately notify Mighty of any change to the information.

## 36) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings oral representations, warranties or agreements between the parties relating to the subject matter of this Agreement that have been relied on by the Customer and Mighty will have no liability to the Customer under sections 9, 12A, 13 or 14(1) of the Fair Trading Act 1986 if the Customer acquires the Vehicle rental in trade.

## 37) PRIVACY

**37.1** Mighty will collect personal information as part of its rental process. Any information collected by Mighty will be handled in accordance with the Mighty Privacy Policy which you can view on our website.

**37.2** The Customer agrees that Mighty may collect, use and disclose the Customer's personal information (including but not limited to the location, usage and servicing of your vehicle, your speed, fuel consumption, distances travelled and current and previous locations visited) through global positioning system vehicle tracking and diagnostics (telematics) and other electronic tools in accordance with the Mighty Privacy Policy. The Mighty Privacy Policy contains information about how to access and correct your personal information, how to make a privacy complaint, how Mighty will handle a Customer complaint, how to opt out of direct marketing and whether a Customer's personal information may be disclosed to third parties located overseas.

MT163-21/08/15

**FRECALL**

**0800 422 267**

## BRANCH LOCATIONS:

- **Auckland Airport**  
36 Richard Pearse Drive, Mangere, Auckland
- **Christchurch**  
159 Orchard Road, Christchurch
- **Queenstown**  
50 Lucas Place, Frankton, Queenstown

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