

MIGHTY RENTAL AGREEMENT

TERMS AND CONDITIONS – NEW ZEALAND CAMPERVANS

Effective 01 April 2016 - 31 March 2017



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 Mighty has confirmed your booking. Any booking amendments will result in the rate booked being re-calculated at the rate applicable on the date of amendment. Please note all prices are quoted and payable in New Zealand dollars.

2) DEFINITIONS

'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 20, 22 and 29 for information about the Liability Deposit requirements and credit or debit card payments.

'Mighty' means Tourism Holdings Ltd.

'Damage' means any and all damage as described in clause 20.8.

'Liability Deposit' means the NZ\$3,500 or NZ\$5,000 deposit paid by the Customer on the day of Vehicle collection to cover any amounts owed by the Customer for Damage to the Vehicle under this Agreement.

'Liability Reduction Option' means the Liability Reduction Option described in clause 20.

'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.

The 'Mighty Inclusive Pack' means the product that includes the Liability Reduction Option and cover for the cost of damage resulting from a single Vehicle rollover as described in clause 14.1(a).

'The Bundle' means the product that, when purchased in conjunction with the Liability Reduction Option, provides cover for the cost of damage resulting from a single Vehicle rollover as described in clause 14.1(a).

'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 that may be provided.

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. Minimum rental period is 10 days for hires where travel dates include 20 December to 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 full bottles of gas (if applicable).

4.2 The Customer will return the Vehicle in a clean condition with a full fuel tank and full bottles of gas (if applicable and subject to any pre-purchase fuel and/or pre-purchase gas option being taken), on the return date, time and location set out in the Rental Agreement. Failure to adhere to these requirements 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. Branches are closed Christmas Day (25 December).

5.2 NZ\$50 surcharge will apply to all rentals picked up and/or dropped off on the following National public holidays:
ANZAC Day (25th April 2016)
Queen's Birthday (6th June 2016)
Labour Day (24th October 2016)
Boxing Day (26th December 2016)
New Year's Day (1st January 2017)
Day after New Year's Day (2nd January 2017)
Waitangi Day (6th February 2017)

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 (call 0800 422 267). Mighty allows a grace period of 59. 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 (call 0800 422 267). 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 Mighty (call 0800 422 267). Failure to obtain authorisation for a drop off outside business hours will result in an additional daily fee of NZ\$150 in addition to the daily rate being charged.

7.5 If the late drop-off is approved, a fee of NZ\$150 is applicable and the Customer will be required to pay an extra day's Liability Reduction Option charge (if applicable) as they will be held responsible for the Vehicle up until the time that it is checked in by a Mighty staff member the following day.

8) RENTAL EXTENSION

8.1 If the Customer wishes to extend the rental whilst on hire, they must first obtain authorisation from Mighty (call 0800 422 267). 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 (plus 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

An additional location fee of NZ\$95 applies to all 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 The fees applicable to one-way rentals are as follows:

- Where pick up originates from Auckland and returns to Christchurch or Queenstown and pick up is between:
 - 1 April 2016 and 30 September 2016 – a one-way fee of NZ\$100 applies;
 - 1 October 2016 and 31 March 2017 – a one-way fee of NZ\$250 applies.
- Where pick up originates from Christchurch or Queenstown and returns to Auckland and pick up is between:
 - 1 April 2016 and 30 September 2016 – no fee applies;
 - 1 October 2016 and 31 March 2017 – a one-way fee of NZ\$150 applies.
- Where pick up originates from Christchurch and returns to Queenstown and pick up is between:
 - 1 April 2016 and 30 September 2016 – a one-way fee of NZ\$50 applies;
 - 1 October 2016 and 31 March 2017 – a one-way fee of NZ\$75 applies.
- Where pick up originates from Queenstown and returns to Christchurch and pick up is between:
 - 1 April 2016 and 30 September 2016 – a one-way fee of NZ\$50 applies;
 - 1 October 2016 and 31 March 2017 – a one-way fee of NZ\$75 applies.

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 and New Zealand for Britz, Maui and Mighty can be combined to qualify if travel 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 driver's licence added to the rental agreement except where The Bundle or the Mighty Inclusive Pack has been purchased.

13) AGE RESTRICTIONS

Drivers must be 21 years of age or over with the exception of the hired vehicles being the Jackpot or the Double Down 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 Bundle (in conjunction with the Liability Reduction Option) or the Mighty Inclusive Pack will have the cost of damage resulting from an accidental 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), North of Colville Township (Coromandel Peninsula) and all ski field access roads (from 01 June to 31 October).

The Customer is responsible for all damage if travelling on these roads.

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.

Mighty will advise you on pick-up of any travel restrictions known at that time. We strongly recommend that you check for current road restrictions and closures during your rental by visiting the New Zealand Transport Authority's website at www.nzta.govt.nz.

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. Mighty reserves the right to charge the Customer a NZ\$250 cleaning fee for any animal related cleaning.

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 for expenditure will be made (where applicable) 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 Unless the Customer has taken the Liability Reduction Option, the Customer will pay for the cost of repairing or replacing tyres damaged during the Rental Period except if the tyre is defective, and inspected and confirmed by a Mighty authorised service centre.

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\$180 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.

17.3 Should the Customer decide to voluntarily downgrade their vehicle category 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 or property of the Customer (or any person or entity related to the Customer). Mighty strongly recommends the Customer takes out personal travel insurance to cover any injury or loss.

20) VEHICLE DAMAGE – LIABILITY AND LIABILITY REDUCTION OPTION

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 for the first NZ\$3,500 for the Jackpot and Double Down and NZ\$5,000 for all other campervans of the cost of any Damage incurred whilst the Vehicle is in the Customer's possession (or the total costs of Damage, if clause 20.2 applies);
- (c) the Customer's liability for Damage may be reduced by taking out the Liability Reduction Option.

20.2 The Customer will be responsible for the total cost of any Damage, and the Liability Reduction Option (if taken) 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 Liability Reduction Option is not taken, the Customer must pay the Liability Deposit to cover the first NZ\$3,500 for the Jackpot and Double Down and NZ\$5,000 for all other campervans of the cost of any Damage (subject to clause 20.2). The Customer must provide a valid credit card to pay the Liability Deposit and the amount will be debited to the Customer's credit card upon the day of Vehicle collection. The Liability Deposit is fully refundable, including the credit card surcharge, if the card used to provide the Liability Deposit is a Visa or Mastercard credit card, provided the Vehicle is returned undamaged. Refund of the Liability Deposit is not a waiver by Mighty of the Customer's liability under this Agreement, and Mighty retains the right to recover monies for Damage notwithstanding the return or refund of the Liability Deposit.

20.4 At the commencement of the Rental Period, the Customer has the option to take out the Liability Reduction Option, which incurs an additional charge per day. If the Liability Reduction Option is taken, the Customer will not have to pay a Liability Deposit and will not be responsible for the cost of any Damage, subject to clause 20.2. This cover includes unlimited tyre and windscreen cover for accidental Damage. However, the Liability Reduction Option does not provide cover for the costs of any Damage attributable to a single Vehicle rollover. Customers who have purchased The Bundle (in conjunction with the Liability Reduction Option) or the Mighty Inclusive Pack will have the cost of Damage attributable to a single Vehicle rollover covered, provided that the Customer has not otherwise breached this Agreement in relation to the rollover.

20.5 If the Customer does not take out the Liability Reduction Option then, where the Customer is at fault, the Customer is responsible for the cost of the Damage (up to NZ\$3,500 for the Jackpot and Double Down and NZ\$5,000 for all other campervans) at the time the accident report is completed, not at the completion of the Rental Period. An amount equal to the cost of the Damage will be deducted from the Liability Deposit (which would otherwise be refundable). Upon written request, Mighty will provide the Customer with an itemised bill of any amounts deducted from the Liability Deposit.

20.6 If the Customer does not take out the Liability Reduction Option then, if it is not clear at the time the accident report is completed whether the Customer was at fault, no amounts will be deducted from the Liability Deposit at that time but the Liability 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.

20.7 The Customer's liability for the first NZ\$3,500 for the Jampot and Double Down and NZ\$5,000 for all other campervans of the cost of any Damage applies in respect of each claim, not each rental.

20.8 Damage includes any and all damage to third party property, and any and all 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.

20.9 If the Customer has a complaint in relation to any monies deducted by Mighty from the Liability Deposit under clause 20, the Customer is invited to contact Mighty by calling 0800 422 267 or sending an email to customercare@thlonline.com. Mighty takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

MIGHTY STRONGLY RECOMMENDS OUR CUSTOMERS TAKE THE BUNDLE (IN CONJUNCTION WITH THE LIABILITY REDUCTION OPTION) OR THE MIGHTY INCLUSIVE PACK FOR TRAVEL WITH COMPLETE PEACE OF MIND.

21) EXCLUSIONS

The Customer acknowledges that the Liability Reduction Option 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 or property of the Customer (or any person or entity related to the Customer);
- (c) any Damage where the Customer is charged by local authorities for being careless, showing gross negligence or wilfulness 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 any way 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 Liability Reduction Option is taken;
- (g) any single Vehicle rollover except where The Bundle (in conjunction with the Liability Reduction Option) or the Mighty Inclusive Pack has been purchased;
- (h) Damage caused to the vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual;
- (i) 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 learner or probationary licence;
- (j) any Damage caused to the vehicle due to the use of snow chains; and
- (k) 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) CREDIT CARD AUTHORITY

22.1 Mighty shall be entitled to retain the details of the credit card provided by the Customer in connection with a booking ("Credit Card") in accordance with the Mighty Privacy Policy and to take any action to recover from the Credit Card the amounts due by the Customer pursuant to this Agreement.

22.2 The Customer expressly and irrevocably authorizes Mighty to charge to the Credit Card all amounts payable under this Agreement. By way of summary these charges include, but are not limited to, any costs or fines 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 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 Credit Card prior to making such deductions.

22.3 The Customer agrees that in the event of a dispute arising as to whether a fee has been appropriately charged to the Credit Card, the Customer will not seek to have the charge on the Credit Card reversed, but will rather contact Mighty directly to discuss whether the charge has been applied in error.

22.4 If the Customer has a complaint in relation to any monies charged by Mighty to the Credit Card under clause 22, the Customer is invited to contact Mighty by calling 0800 422 267 or by sending an email to customercare@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 Mighty (call 0800 788 558) with the accident's details within 24 hours.
- (b) 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 cost of any Damage to the Vehicle (if applicable, in accordance with clause 20) 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, and signed by the Customer.
- (c) 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 an exchange vehicle because of any single Vehicle accident. This charge applies irrespective of any Liability Reduction Option taken.
 5. A new Liability Deposit (if applicable) will be required for the exchange vehicle.

(d) 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 Liability Deposit within 60 days of receiving final resolution and payment relating to third party claims.
3. For information regarding outstanding claims or Liability Deposit refunds please contact the Claims Department on 0064 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.

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 Credit 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 Credit 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 Credit 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

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 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 Where a credit card 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, MasterCard, and American Express. A non-refundable 2% administration fee will apply to all Visa and MasterCard transactions. A non-refundable 4.6% administration fee will apply to American Express cards. Credit card administration fees also apply to debited Liability Deposits. Only the Customer's credit card is acceptable to use for the purpose of the Liability Deposit.

29.3 Mighty may process credit or debit card charges pertaining to the rental after the Rental 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 or any interest incurred on such amounts.

30) PERSONAL AND COMPANY CHEQUES

Personal and company cheques will not be accepted as payment for rental charges 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 Liability Deposit and a valid credit card will need to be provided for the purposes of clauses 20.3 and 22.

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. 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.

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 by calling 0800 422 267 or by sending an email to 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 the laws of New Zealand.

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 Customer further acknowledges that Mighty is entitled to retain Customer Credit Card details pursuant to clause 22 of this Agreement and 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. Customer Credit Card details will not be disclosed to third parties.

FREECALL

0800 422 267

BRANCH LOCATIONS:

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

www.mightycampers.co.nz

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