

TERMS AND CONDITIONS

This document contains a summary of some of the Rental Conditions. For full detailed conditions refer to the rental agreement provided when the vehicle is collected or can be downloaded from www.backpackercampervans.co.nz. Please note all prices quoted in this document are **gross** and in New Zealand dollars. Rates and conditions are subject to change without notice.

BOOKING CODE: SMART

- Unlimited kilometres
- Extra driver fees
- 12.5 % GST
- Vehicle insurance (excess applies – see the "For Your Protection" section for more information)
- Customer care 24 hour 7 days per week road service helpline (toll free)
- All branches have local tourist information and maps available

RATES EXCLUDE

- Excess Reduction Options
- Refundable Security Deposit
- Fuel costs
- Location fees if applicable

QUOTES

Backpacker use 'smartrates' to determine the daily rental rate. Backpacker smartrates are released by each Friday effective for sale from the following Monday. As such all Backpacker rates/quotes expire at the close of the close of business on Sunday.

PAYMENT

To confirm a reservation a 20% deposit is required. The balance is payable upon vehicle collection. To make payment please go to www.vehiclebookit.com/securepayment and fill in an online booking form. Alternatively you can phone or fax credit card information. Personal, company cheques and money orders in New Zealand dollars are accepted as long as the cheque/money order is received 14 working days before the travel date and Backpacker can accept direct deposits. Contact Reservations for further information regarding cheque/money order and direct deposit payment procedures.

FOR YOUR PROTECTION

New Zealand legislation provides limited coverage for personal injury. Backpacker strongly recommends that all people travelling in New Zealand take out personal travel insurance.

All vehicles are insured for the damage to the vehicle or to the property of a Third Party. The hirer if greater than 21 years of age is responsible for the first NZ\$1,000 ("the excess") for rental cars of the cost of damage to Third Party property or to the rented vehicle, including windscreen and tyre damage, towing and recovery costs, theft, fire, break-in or vandalism with the exception of the 'exclusions'. This also includes the cost of the daily rental for the period the vehicle is off fleet for accident repairs.

In the event of a single vehicle accident and where the hirer is greater than 21 years of age the hirer is responsible for the first NZ\$2,500 ("the excess") for rental cars of the cost of damage to Third Party property or to the rented vehicle.

The hirer if between 18-20 years of age is responsible for the first NZ\$2,000 ("the excess") for rental cars of the cost of damage to Third Party property or to the rented vehicle, including windscreen and tyre damage, towing and recovery costs, theft, fire, break-in or vandalism with the exception of the 'exclusions'. This also includes the cost of the daily rental for the period the vehicle is off fleet for accident repairs.

In the event of a single vehicle accident and where the hirer is between 18-20 years of age the hirer is responsible for the first NZ\$3,500 ("the excess") for rental cars of the cost of damage to Third Party property or to the rented vehicle.

Please see the 'Exclusions' section below, whereby all insurance cover will be made void.

The excess is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. The excess will be refunded if Backpacker is successful in recovering the cost of the damages from the Third Party. Please note that Third Party claims can take months to resolve.

The excess applies in respect of each claim, not rental.

The excess can be reduced, in most circumstances, by the purchase of the Excess Reduction Options.

Excess Reduction Option 1

21+ year old drivers
NZ\$8 per day (maximum NZ\$240 per rental) Excess reduced to \$250
18 – 20 year old drivers
NZ\$15 per day (maximum NZ\$450 per rental) Excess reduced to NZ\$1,000

When Excess Reduction 1 is nominated by the hirer and the hirer is aged 21+ years the hirer is responsible for the first NZ\$250 of ANY ACCIDENT COST of damage to third party property or to the rented vehicle, including 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 accident repairs. The excess applies in respect of each claim, not rental.

When Excess Reduction 1 is nominated by the hirer and the hirer is aged between 18-20 years the hirer is responsible for the first NZ\$1,000 of ANY ACCIDENT COST of damage to third party property or to the rented vehicle, including 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 accident repairs. The excess applies in respect of each claim, not rental.

If an 18-20 year old driver and a 21+ year old driver hire a vehicle together and both are driving the 18-20 year old excess and bond requirements apply.

In the event of a single vehicle accident and where the hirer is greater than 21 years of age the hirer is responsible for the first NZ\$2,500 ("the excess") for rental cars of the cost of damage to Third Party property or to the rented vehicle.

In the event of a single vehicle accident and where the hirer is between 18-20 years of age the hirer is responsible for the first NZ\$3,500 ("the excess") for rental cars of the cost of damage to Third Party property or to the rented vehicle.

Excess Reduction Option 2

21+ year old drivers
NZ\$14 per day (maximum NZ\$420 per rental) Excess reduced to Nil
18 – 20 year old drivers
NZ\$20 per day (maximum NZ\$600 per rental) Excess reduced to NZ\$250

When Excess Reduction is nominated by the hirer and the hirer is 21+ years of age, the hirer will not have to pay any excess at all for any damage to the vehicle or property of a Third Party with the exception of the 'exclusions'.

When Excess Reduction is nominated by the hirer and the hirer is aged between 18-20 years the hirer is responsible for the first NZ\$250 of ANY ACCIDENT COST of damage to third party property or to the rented vehicle, including single vehicle

accident, 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 accident repairs. The excess applies in respect of each claim, not rental.

If an 18-20 year old driver and a 21+ year old driver hire a vehicle together and both are driving the 18-20 year old excess and bond requirements apply.

BACKPACKER STRONGLY RECOMMENDS OUR CUSTOMERS TAKE EXCESS REDUCTION OPTION 2 FOR TRAVEL WITH COMPLETE PEACE OF MIND.

Please see the 'Exclusions' section, whereby all Excess Reduction cover will be made void.

EXCLUSIONS

All insurance cover will be made void if any of the following 'Exclusions' are breached:

1. Overhead and underbody damage to the vehicle
2. Damage caused to the vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual. Vehicles are not to be used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.
3. Any water related damage which includes, but is not limited to:
 - a. any vehicle submersion
 - b. creek or river crossing
 - c. driving through flooded areas
 - d. beach driving
4. Personal belongings. Backpacker recommends the hirer does not leave valuables in the vehicle and that they have insurance to cover for the loss/damage of personal belongings.
5. Any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle).
6. A single vehicle roll over occurs.
7. Damage caused to the vehicle by snow chains.
8. Any damage caused while driving under the influence of alcohol or drugs.
9. The Customer will be liable for any costs associated with the incorrect use of fuel or the use of Bio-Diesel which should not be used (fuel being diesel or petrol), or water or other contamination of fuel.
10. The cost to retrieve or recover 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.
11. The cost to replace keys, which have been lost or retrieval of keys, which have been locked in a vehicle.
12. The vehicle rented may only be used to carry the maximum number of passengers as dictated by the vehicle type. If more passengers are carried than what is allowed Backpacker does not accept any liability.
13. 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.

VEHICLE SECURITY DEPOSIT

Upon vehicle collection, a security deposit is required. The amount is determined by the Excess Reduction option selected.

For security purposes, **only a credit card** can be used to provide a vehicle security deposit. The credit card holder must be present and able to sign for the vehicle security deposit upon vehicle collection. The credit card holder is jointly and severally liable for any damage to the rental vehicle.

If an Excess Reduction Option is not selected and the hirer is 21+ years of age, the security deposit is NZ\$1,000 to be supplied by credit card.

If an Excess Reduction Option is not selected and the hirer is 18-20 years of age, the security deposit is NZ\$2,000 to be supplied by credit card.

The NZ\$2,000/\$1,000 is debited to the hirer's credit card when the vehicle is collected.

In the event of single vehicle accident, the additional amounts required will be debited immediately at time of accident report.

If Excess Reduction Option 1 is selected and the hirer is 21+ years of age, the security deposit is NZ\$250 to be supplied by credit card.

If Excess Reduction Option 1 is selected and the hirer is 18-20 years of age, the security deposit is NZ\$1,000 to be supplied by credit card.

In the event of single vehicle accident, the additional amounts required will be debited immediately at time of accident report.

The NZ\$250/\$1,000 is debited to the hirer's credit card when the vehicle is collected.

If Excess Reduction Option 2 is selected the security deposit is NZ\$250.

The NZ\$250 is debited to the hirer's credit card when the vehicle is collected.

If an 18-20 year old driver and a 21+ year old driver hire a vehicle together and both are driving the 18-20 year old excess and bond requirements apply.

The security deposit is fully refundable provided the vehicle is returned on time, to the correct location, undamaged, in a clean condition and with a full fuel tank. Except where the customer has purchased the Pre Purchase Fuel (PPF), failure to return the vehicle with full fuel tanks will result in refill charges, which will be advised upon return of the vehicle.

Backpacker reserves the right to retain an **NZ\$220** cleaning fee if the vehicle is not returned in a clean condition. This includes smoking related cleaning, as smoking is not permitted in the vehicle.

FOR SECURITY PURPOSES, ONLY THE HIRERS CREDIT CARD CAN BE USED FOR VEHICLE SECURITY DEPOSITS.

RENTAL DURATION

- Rental days are calculated on a 24 hour basis.
- Minimum rental period is one-day pick up and return same city.
- Vehicles are required to be collected and returned within business hours.
- For one-way rentals between cities, the minimum rental requirement is 3 days.
- For one-way hires that are southbound the minimum rental requirement is seven days.
- Minimum rental period is subject to change during peak periods.

Early return of vehicle does not entitle the hirer to any refund of the unused portion of the rental. Backpacker allows a grace period of 59 minutes before the hirer is liable for late return charges. Late return fees are applicable as follows:

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1 April 2010 to 31 March 2011

Backpacker NZ – Consumer Car



- 1 hour late, one third of daily rate will apply
- 2 hours late, two thirds of daily rate will apply
- 3 hours late, one full day rate will apply

AIRPORT CONCESSION FEES

An airport concession fee may be charged for hires with pick-up or drop-off from airport locations. An airport pick-up fee of **NZ\$30.00** per hire will apply for hires with pick-up at Queenstown airport. This fee is subject to change and new airport charges may arise as required.

This surcharge is payable to Backpacker directly upon collection of the vehicle.

ADDITIONAL PRODUCTS & SERVICES

To be requested at time of reservation and paid by the customer on pick up:

• Picnic Table	NZ\$22 per rental
• Picnic Chair	NZ\$15 per rental
• Baby / Booster seat	NZ\$25 per rental
• Tent (4 persons)	NZ\$65 per rental
• Camping Pack	NZ\$20 per day (maximum charge NZ\$200 for 2 persons)
• Souvenir Road Atlas	From NZ\$25 for purchase
• Snow Chains	NZ\$25 per rental
• First Aid Kit	NZ\$30 for purchase (In vehicle. If seal is broken, customer is charged)
• Pre-Purchase Fuel Option (PPF)	Details on request
• GPS	NZ\$9 per day with a maximum charge of NZ\$90 per hire
• Portable Hand-Held Shower	NZ\$15 per rental
• Electrical Adaptor	NZ\$14 for purchase

Charges for additional products and services will be charged per hire.

CHANGE OF LOCATION

If the customer wishes to change the pick up or drop-off location from what was originally booked, permission must be first obtained from the reservations or scheduling departments. Subject to the change being approved, an additional charge of up to **NZ\$700** may apply.

RENTAL EXTENSION

If the customer wishes to extend the rental whilst on hire, they must first obtain authorisation from reservations or any of the Backpacker branches. The rental extension is subject to vehicle availability. The cost of an extended rental must be paid by credit card over the telephone on confirmation of the rental extension. The rate charged may not reflect the original rate booked. Failure to obtain authorisation will result in a daily fee of **NZ\$150** in addition to the daily rate.

TRANSFERS

Backpacker Rental Cars provides free airport to Mangere branch and our Mangere branch to airport transfer on day of arrival and departure for our Auckland Mangere and Christchurch Branches. Customers can also take the Airbus free of charge to and from downtown Auckland to the Auckland Mangere Branch on day of pick up and drop off. Queenstown branch is located at the airport.

INFRINGEMENTS & ADMINISTRATION FEES

Backpacker reserves the right to charge the hirer for any speeding, toll way or parking fines, and/or vehicle damage including Third Party property damage not reported on return of the vehicle. In addition to these costs, Backpacker reserve the right to charge for associated administration costs for processing the fines (irrespective of excess) and/or all insurance claims in the event of the customer not having a NIL excess. In addition to the costs associated per fine and/or insurance claim, an administration fee of **\$60** will be applicable.

As at 15/10/2009

EXCHANGE RATE / CURRENCY VARIATIONS

All credit card transactions are conducted in New Zealand dollars. Due to exchange rate fluctuations and bank transaction fees there could be some variance in the amount refunded compared to the amount initially charged. Backpacker does not accept any liability for variances up or down.

LICENCE

A current and full (i.e. no probationary licences are accepted) 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 a current international driving permit issued in the same country as the driver's licence was issued. An accredited English translation will be accepted in lieu of an international driving permit.

AGE RESTRICTIONS

Drivers must be 18 years of age or over. A medical certificate stating that the customer is fit to drive the vehicle they have booked for the duration of the hire is required for drivers 75 years of age or greater.

MULTIPLE RENTALS

Should a customer have more than one consecutive rental they can be combined to qualify for longer-term hire discounts off the vehicle rate. Consecutive campervan hire in Australia, New Zealand and South Africa and/or consecutive car hire in New Zealand for Backpacker can be combined to qualify if the vehicle collection date/s are within a 3-month period. For all rentals to qualify each booking needs to be made at the same time. If a customer makes another booking at a later time, the new booking can be combined to qualify if the vehicle collection date/s are within a 3-month period however, the original booking/s will only qualify for a discount if the booking/s are not already travelling or travelled.

Note: 2wd car hire in Australia cannot be combined with any campervan or New Zealand car hire to qualify for longer-term discounts.

Longer-term discounts must be requested at the time of booking.

For campervans that pick up and drop off on the same day, the less expensive rental day will be free of charge. This also applies to the excess reduction option or the Smart pack if applicable.

If multiple hires are within the same country and total days exceed 50 days only the maximum charge applicable to the Excess Reduction Option or the Smart pack will apply. If combining a vehicle hire with another Backpacker vehicle that has a more expensive Smart pack or Excess Reduction Option, the more expensive Smart Pack/Excess Reduction maximum cost is applied.

ROAD RESTRICTIONS

Vehicles can only be driven on sealed/bitumen or well-maintained roads. No vehicle shall be driven on Skippers Road (Queenstown), Ninety Mile Beach (Northland), Ball Hut Road (Mt. Cook), Bluff Road that runs between Kuaotunu and Matarangi and North of Colville Township (Coromandel Peninsula).

Backpacker reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions.

ON-ROAD ASSISTANCE

Any problems associated with the vehicle, including equipment failure, must be reported to Backpacker as soon as possible and within 24 hours in order to give Backpacker the opportunity to rectify the problem during the rental. Failure to do so will compromise any claims for compensation. Backpacker does not accept liability for any claims submitted after this period.

Please contact us toll free on:

North Island: 0800 422 267
South Island: 0800 304 304

CHANGE OF VEHICLE

Should the vehicle booked be unavailable Backpacker reserves the right to substitute an alternative vehicle without prior notification and at no extra cost. This shall not constitute a breach of contract and does not entitle the hirer to a refund.

VEHICLE CATEGORY

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

VOLUNTARY DOWNGRADE

Should the hirer decide to take a lesser vehicle than booked they will not be entitled to any refund.

CANCELLATION POLICY

There are no cancellation fees applicable to car hire unless the original booking was for a campervan, which was subsequently amended to a car rental and then cancelled. In this case the campervans cancellation policy applies.

DISCRETION

Backpacker reserves the right to refuse any rental at its discretion.

ANIMALS

No animals are permitted in our vehicles, excluding guide dogs.

PERSONAL AND COMPANY CHEQUES

Personal and Company cheques will not be accepted as payment for rentals at the time of pick-up. These must be paid to Backpacker 14 days prior to commencement of rentals. Personal or Company cheques are not acceptable as the vehicle security deposit.

CALCULATION ERRORS

Backpacker will not honour calculation errors. Should a calculation error occur Backpacker will charge for the shortfall.

NEW ZEALAND RESERVATIONS OFFICE HOURS AND CONTACT DETAILS

Open 24 hours, 7 days per week, closed Christmas Day (25 December) and New Years Day (1 January)

Tel: +64 9 255 3985
Fax: +64 9 255 0629
Free call within New Zealand: 0800 422 267
Free call outside New Zealand: +800 200 80 801
E-mail: direct@backpackercampervans.com
Website: www.backpackercampervans.co.nz

AUSTRALIAN RESERVATIONS OFFICE HOURS AND CONTACT DETAILS

Open 24 hours, 7 days per week, closed Christmas Day (25 December) and New Years Day (1 January)

Tel: +61 3 8398 8830
Fax: +61 3 9687 4844
Free call within Australia: 1800 670 232
Free call outside Australia: +800 200 80 801
E-mail: ausinfo@backpackercampervans.com
Website: www.backpackercampervans.com.au

BRANCHES FOR VEHICLE COLLECTION AND RETURN

Auckland Mangere, Auckland Beach Rd*, Christchurch, Christchurch City*, Queenstown

- Daily from 0800 to 1630 hours. Open all public holidays except Christmas Day (25 December) when all Backpacker branches are closed.

Rental Cars are not available from or to Wellington.
* **The Economy car (ECAR), Compact car (CCAR), Intermediate Car (ICARX) and the Intermediate Wagon (IWAR) are available to and from the Auckland Beach Rd office and the Christchurch city office. Other car categories are not available to or from this location, but are available from Auckland Mangere, Christchurch and Queenstown.**

AUCKLAND
36 Richard Pearse Drive
Mangere
(3km from Auckland Airport)

Tel: +64 9 255 0620
Free call: 0800 422 267

CHRISTCHURCH
530-544 Memorial Avenue
Christchurch Airport
(300m from Christchurch Airport)

Tel: +64 3 358 4159
Free call: 0800 304 304

Christchurch City
Shop 3, Cathedral Junction
107-121 Worcester Street
0800 447 363 or
+64 (3) 363 7110

DISCLAIMER

Illustrations and text in any of our brochures or website are a representation only of the vehicle depicted. Variances in the vehicles offered for rental may occur due to substitutions made by Backpacker or modifications and/or upgrades to the vehicle design made by the manufacturer.

AUCKLAND CITY
86 Beach Road
Auckland

Tel: +64 9 304 0940

QUEENSTOWN
Queenstown Airport Terminal

Tel: +64 3 442 2011