

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. The Explore More Customer Service Representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately 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; customer charges may be incurred (see below).

2. If an Exchange Vehicle is required as a result of an accident, the Customer is responsible for making their own way to the nearest Explore More depot or pick up location at their own cost.

3. Explore More 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 as a result of any Vehicle accident. This charge applies irrespective of any Liability reduction taken.

5. A new Security Bond will be required for the exchange vehicle as will nomination of an Liability Option and payment for the nominated Liability Reduction Option for the length of the remaining hire period.

(D) TIME FRAME FOR SETTLEMENT OF CUSTOMER EXCESS CLAIMS

1. Explore More 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. Explore More cannot force the destiny of these claims, and the customer acknowledges that handling of these claims is up to Explore More's Insurer and the Third Party, whether they be insured or not.

2. Explore More agrees to refund any Excess refunds applicable within 60 days of receiving final resolution and payment relating to third party claims.

3. For information regarding outstanding claims or Excess refunds please contact the Claims Department on +64 9 255 0620 during office hours.

4. The Customer agrees to provide all reasonable assistance to Explore More 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 roll-over, water submersion or any other means without permission from Explore More. 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 Explore More depot. In the event that the vehicle is considered a write-off the Liability Reduction Insurance cover will terminate. Should the Customer require a change over vehicle, a new Liability Reduction Insurance policy will be required.

21) Release and Indemnity of Explore More

21.1 The Customer releases Explore More, its employees and agents, from any liability to the Customer (regardless of who is at fault), for any loss or damage incurred by the Customer by reason of rental, possession or use of the vehicle.

21.2 The Customer hereby indemnifies and shall keep indemnified Explore More, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the Customer's use and/or possession of the vehicle.

21.3 Any indemnity required of the Customer shall not operate to indemnify Explore More in respect of any negligent act by Explore More.

22) Infringements and Administration Fees

Explore More 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 Explore More 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.

23) Rental Charges

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

24) Payment of Charges – Joint and Several Liability

All charges and expenses payable by the Customer under this Agreement are due on demand by Explore More including any collection costs and reasonable legal fees incurred by Explore More. 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.

25) Credit Card Payments

25.1 If a credit card is presented as payment, the credit card holder will be jointly and severally liable as a Customer.

25.2 The following credit cards will be accepted: Visa and MasterCard. American Express, Diners

Cards and JCB Cards will not be accepted. Travel cards will not be accepted as a form of payment.

25.3 When payment is made by credit card, the Customer agrees that:

(a) Explore More is irrevocably authorised to complete any documentation and to take any other action to recover from the Customer's credit 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 parking and traffic infringement penalties, road toll fines and associated administration costs;

(b) the Customer will not dispute his/her liability to Explore More for any amount properly due under this Agreement and the Customer shall indemnify and keep indemnified Explore More against any loss incurred (including legal costs) by reason of notifying the Customer's credit card issuer of such dispute;

(c) Explore More may process credit card charges pertaining to the rental after the hire period.

25.4 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 card and the amount refunded. Explore More accept no liability for any such variation.

26) 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 received by Explore More 14 (fourteen) days prior to commencement of Rental. Personal or Company cheques are not acceptable as the vehicle Bond.

27) Conditional Upon Payment

The Customer agrees that provision of any rental vehicle is conditional upon Explore More being paid (prior to travel commencing) by the Travel Agent or Travel Wholesaler who arranged the vehicle rental on the Customer's behalf.

28) Terminating the Agreement and Repossessing the Vehicle

28.1 The Customer acknowledges that Explore More may terminate this Agreement and 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 11 and 33;

(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 Explore More reasonably believe that the Vehicle will not be returned on the agreed return date; or

(e) Explore More considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

28.2 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 Bond.

29) Early Vehicle Return

If vehicle is returned early for any reason whatsoever – No refund available.

30) Amendments

Amendment fees made prior to pick up do not apply.

31) Proper Law

This Agreement is governed by New Zealand law.

32) Customer Warranties

The Customer warrants that all information supplied by them to Explore More in connection with this Agreement is true.

33) Entire Agreement

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this Agreement.

CONTACT DETAILS:

FREE PHONE:
0800 HIRE ME (447 363)

Auckland City:
83 Beach Road, Parnell, Auckland

Auckland Airport:
36 Richard Pearse Drive, Mangere, Auckland

Christchurch City:
Shop 3, Cathedral Junction, 107-121 Worcester Street, Christchurch

Christchurch Airport:
530-544 Memorial Avenue, Harewood, Christchurch



EXPLORE MORE RENTAL AGREEMENT TERMS AND CONDITIONS - RENTAL CARS

EFFECTIVE 01 APRIL 2010 - 31 MARCH 2011

1) Rates and Conditions

Rates and Conditions quoted in our brochures and/or 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 Explore More unless a booking is amended. Amendments prior to the vehicle collection date will be re-calculated at the rate applicable on the date of amendment. This applies to changing the vehicle type, reducing the number or rental days, changing pick-up dates and/or changing the pick-up or drop-off location. Where the number of rental days is being extended prior to pick-up (days are being added at the end of the rental with no change to the original pick-up date), the original rate which applied at the time of the original booking, will apply. Please note all prices are quoted and payable in New Zealand dollars.

2) Definitions

'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 card is presented for payment of the Customer's charges. 'Explore More' means Tourism Holdings Ltd. '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. 'Single Vehicle Accident' or 'SVA' means an accident in which the only vehicle involved is the Vehicle. '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.

3) Rental Duration

3.1 Car rental days are calculated on a 24 hour period.

3.2 Minimum rental period is one day for same city hires (eg: Auckland to Auckland). Minimum rental period for a one way hire is 10 days (eg: Auckland to Christchurch). Minimum rental period is subject to change.

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.

3.4 Explore More allows a grace period of 59 minutes before the Customer is liable for late return charges.

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

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.

4.2 The Customer will return the Vehicle in a clean condition with a full fuel tank, on the return date, time and location set out in the Rental Agreement.

4.3 The Customer acknowledges that Explore More will reasonably determine what, if any, refund may be warranted if the Vehicle is returned or the Customer ceases to have the use of the Vehicle prior to the return date.

5) Depot Hours of Operation

5.1 All Explore More depots are open 7 days per week, 0800 to 1630 Monday to Sunday. All depots are closed Christmas Day (25 December). Depot locations are Auckland City, Auckland Airport, Christchurch City and Christchurch Airport. Operating hours are subject to change.

6) Change of Drop-off Destination

If the Customer wishes to change their drop-off destination, they must first obtain authorisation from Explore More. Subject to the change being approved, an additional charge of up to NZ\$700 may apply, which will be notified to you at time of approval. The fee may apply in all cases irrespective of the reason for location change.

7) Rental Extension

7.1 If the Customer wishes to extend their rental whilst on hire, they must first obtain authorisation from Explore More. This is subject to availability. The extra cost of an extended rental must be paid by credit card on confirmation of the rental extension, either by telephone or at an Explore More depot. The additional days will be at the Explore More Gross Rate available at the time of the extension.

NO WORRIES

