

ROAM MOTORHOMES RENTAL CONTRACT TERMS & CONDITIONS

1. AGREEMENT

1.1 This is an agreement between the renter specified in the rental agreement(the customer) and Roam Motorhomes Ltd(Roam)

1.2 This agreement comprises all aspects of the motorhome hire and is governed by the laws of New Zealand.

2. DRIVER'S LICENSE AND AGE REQUIREMENTS

2.1 The primary driver must possess a valid driver's license recognized in the country of rental. The license must be presented at the start of the rental and be valid for the entire rental period.

2.2 The driver's license must be in English or a suitable English translation must be done before the hire starts to comply with New Zealand regulations.

2.3 The minimum age for drivers is 25 years.

3. BOOKING AND PAYMENT

3.1 A booking deposit of 25% is required to secure your motorhome rental. The booking is not confirmed until the deposit has been received by Roam.

3.2 The balance is due according to the below schedule: a) High Season (1 December - 28 February): Balance is due 30 days prior to the hire period starting. b) Shoulder/Low season (1 March - 30 November): Balance is due 14 days prior to the hire period starting.

3.3 If the balance is not received by these times, Roam reserves the right to consider the booking as cancelled. If bookings are made for travel within 7 days, full payment is required at the time of booking. This is applicable for all seasons.

4. CREDIT AND DEBIT CARD PAYMENT

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

4.2 The following credit or debit cards will be accepted: Visa credit or Visa debit card, MasterCard credit or MasterCard debit card, and American Express credit card. A non-refundable 2.7% fee will apply to New Zealand Visa and MasterCard payments. A non-refundable 3.7% administration fee will apply to all INTERNATIONAL Visa and MasterCard transactions. A non-refundable 5.0% administration fee will apply to American Express transactions. Credit card administration fees are subject to change.

4.3 Roam may process credit or debit card charges pertaining to the rental after the Rental Period. Credit or debit cards must be valid for 90 days following the end date of the rental.

4.4 The Customer acknowledges that all transactions under this Agreement are conducted in New Zealand dollars. If a refund is due, Roam will credit the amount due in full to the Customer's credit, debit card or bank account. Roam does not accept any liability for credit or debit card fees or bank-imposed fees relating to currency conversion or foreign transactions, which may appear as a variation between the total debited and the total refunded.

5. CREDIT CARD AUTHORITY

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

5.2 The Customer expressly and irrevocably authorises Roam Motorhomes 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, Late drop-offs, Rental extension, Use of the Vehicle, On-road assistance, Freedom camping fines, Speeding fines, Cleaning fees, Fuel charges, Road User Charges(RUC), Toll Road charges, Excess for accidents, Added extras and damage to add on extras listed in clause 17.

6. RENTAL DURATION

6.1 Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle is hired, 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.

6.2 Minimum rental periods are subject to change, and any such change will be notified to you prior to booking confirmation.

6.3 Roam may apply a minimum rental charge equivalent to the number of hire days in the minimum rental period multiplied by the applicable daily rental rate/s. If a Customer wishes to hire a Vehicle for less than the rental period, and Roam agrees, a fee equivalent to the difference between the rate for the Rental Period and the minimum rental charge will apply.

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

7. MINIMUM RENTAL PERIODS

7.1 A 14-day minimum rental during High Season.

7.2 A 5-day minimum rental during Shoulder and Low Season.

Season dates are as follows: a) High Season: 1st December to 28th February. b) Shoulder Season: 1st March to 31st May and 1st September to 30th November. c) Low Season: 1st June to 31st August.

8. CANCELLATION AND AMENDMENTS

8.1 Changing or Cancellation of Booking by the Customer:

60+ days free cancellation

28 - 60 days before the hire period commences: 10% of total booking

8 - 28 days before the hire period commences: 25% of total booking.

0 - 7 days before the hire period commences: 100% of total booking.

The deposit may be able to be held for future bookings for travel within the following 12 months from the date of cancellation. In the case of postponing the travel dates of your booking and then subsequently cancelling, the original travel dates will be used to calculate the cancellation fees. No refunds for cancellations or amendments made after the travel or travel date has commenced.

8.2 Cancellation by Roam Motorhomes:

- a. In the unlikely event that Roam Motorhomes needs to cancel your booking due to unforeseen circumstances before the pick-up of Vehicle, a full refund will be provided.
- b. Roam Motorhomes reserves the right to refuse or cancel a booking on any reasonable grounds.

9. SECURITY DEPOSIT

9.1 A security deposit is required before the vehicle is handed over to the Customer if no insurance excess reduction has been taken. The deposit amount will be authorized on the Customer's credit card and released upon the satisfactory return of the vehicle.

9.2 The security deposit will be used to cover any damage, loss, or additional charges incurred during the rental period. The Customer is responsible for any costs that exceed the security deposit amount.

10. VEHICLE COLLECTION AND RETURN

10.1 Pick up and drop off times are between 9am and 2pm unless agreed in writing. Any customer dropping off or picking up outside these times will incur a \$400 additional fee.

10.2 The customer acknowledges that:

(a) The customer agrees to return the Vehicle without alteration or addition and in the same condition that it was in when it was provided to you, except for ordinary wear and tear (not including windscreen or tyre damage) and subject to the Motorhome damage report together with all tools, tyres, accessories and equipment to the Return Location by the Return Date and Time specified in Customer Contract.

(b) the Vehicle is the sole property of Roam Motorhomes Ltd;

(c) the customer inspected the Vehicle before the commencement of the Rental and agreed that it was in good operating condition and fit for the purpose for which the customer required it; and

(d) the only existing damage to the Vehicle at the commencement of this Agreement is that detailed on the Motorhome Damage Report. It is essential that all existing damage is noted by the customer during the handover.

10.3 The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank and full bottles of gas.

10.4 The Customer will return the vehicle interior in a clean condition with a full fuel tank and full bottles of gas, on the return date, time, and location set out in the Rental Agreement. Failure to adhere to these requirements will result in additional charges.

10.5 Roam reserves the right to charge the Customer a NZ\$400 cleaning fee if the Vehicle interior is not returned in clean condition. This includes smoking related cleaning, as smoking is not permitted in the Vehicle. For excessively dusty vehicles due to unsealed/gravel road driving a separate NZ\$400 cleaning fee will be charged.

10.6 The toilet and grey wastewater tank must be emptied prior to the return of the Vehicle, or an additional NZ\$200 soiling fee, per tank, will be charged.

10.7 Roam motorhomes have on board first aid kits. Unused first aid kits are not charged for, however if they return used/seal broken the customer will be charged \$30 for the cost of the kit.

11. VEHICLE USE

11.1 The motorhome must only be driven by authorized drivers listed on the rental agreement.

11.2 The motorhome must be operated in accordance with all applicable New Zealand laws, road rules, and regulations.

11.3 The motorhome must not be used for any illegal activities, racing, or off-road driving.

11.4 Driving campervans/motorhomes on certain roads in New Zealand can be both difficult and dangerous. Accordingly, to protect customers' safety, Roam limits the roads our customers can travel on.

Road restrictions apply as follows

(a) Roam Vehicles may only be driven on sealed/bitumen or well-maintained roads.

(b) Vehicles are not permitted to be driven 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.

(c) Driving on dusty unsealed roads can cause issues for the fridge system. If the motorhome fridge requires a call out due to dust blocking the burner system, the customer will be liable for the call out costs.

11.5 Breach of road rules

The Customer acknowledges and agrees to pay to Roam a fee of NZ\$300 on each occasion that it is identified by Roam that a Customer has taken a Vehicle on a Restricted Road.

We value your well-being, and for safety purposes, Roam reserves the right, acting reasonably, 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 Roam, its employees or agents may have regarding driver experience or ability.

12. INFRACTIONS AND ADMINISTRATION FEES

12.1 Roam is not liable for any infractions received on the vehicle during the rental period. Roam reserves the right to charge the hirer for any speeding, toll road, parking, or Freedom camping fines accrued.

12.2 Roam reserves the right to pass on any associated administration costs incurred regarding any infractions, plus an administration fee of \$50 incl. GST may be charged for processing and handling any infringement paperwork.

12.3 Administration fees will be charged for return of any personal items left in the motorhome after the hire, along with the associated costs of shipping of items.

13. ROAD USER CHARGE RECOVERY FEE

13.1 The New Zealand government imposes a road user charge on users of diesel vehicles. The Customer must, therefore, pay a road user charge recovery fee on return of the Vehicle to Roam. The road user charge recovery fee payable by the Customer will be calculated on return of the Vehicle based on the kilometres travelled during the hire and the category of Vehicle booked by the Customer. The current road user charge recovery fee can be obtained from Roam Motorhomes upon Vehicle collection and is available on the Roam website. Roam reserves the right to amend the Road User Charge Recovery Fee in response to changes in Government Road User Charges.

14. MAINTENANCE, CARE and FUEL

14.1 The Customer is responsible for regularly checking the vehicle's fluid levels, tire pressure, and reporting any mechanical issues immediately to Roam Motorhomes.

14.2 The Customer is responsible for the cost of all fuel, AdBlue, engine coolant and oil during the rental period.

14.3 The Customer is responsible to making sure the vehicle keys are kept secure. The cost of replacement keys is at the cost of the hirer.

15. ACCIDENTS OR BREAKAGES

15.1 If the Motorhome is involved in an accident, is damaged, breaks down or requires repair regardless of cause or fault. Then the Customer **MUST** notify Roam Motorhomes within 24 hours to allow Roam to assess and rectify the problem during the hire period, prevent further damage and allow Roam to source parts to prevent issues for future hirers. **Please note : Failure to notify Roam of any incident within 24 hours will void your liability insurance and you will be responsible for the full cost of any repair or parts.**

15.2 The customer must also collect contact information (if there is a 3rd party involved), not admit or deny liability, lodge a report with police, and take photos of all vehicles involved.

15.3 If the vehicle has been in an accident the customer must not drive that vehicle until cleared to do so by Roam Motorhomes.

15.4 Exchange Vehicle

15.4.1 The availability of an exchange Vehicle is not guaranteed; provision is subject to availability, customer location, accident liability and remaining hire duration (provided that Roam will act reasonably when exercising its discretion to provide an exchange Vehicle in such circumstances). Additional charges may be incurred (see below).

15.4.2 If an exchange Vehicle is required as a result of an accident, the Customer is responsible for making their own way to the nearest Roam branch or pick up location at their own cost.

15.4.3 Roam 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.

15.4.4 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 whether the Liability Reduction Option are taken.

15.4.5 If an exchange Vehicle is provided, the Liability Reduction Option purchased at the commencement of the Rental Period may, at Roam's discretion (including where it considers the exchange Vehicle is at risk of damage) be terminated with effect from the date of provision of the exchange Vehicle (and the Customer will not be charged the additional per day charge in respect of the Liability Reduction Option from that date).

15.4.6 If Roam exercises its right to terminate the Liability Reduction Option, or if the Customer did not purchase the Liability Reduction Option at the commencement of the Rental Period for the first Vehicle, the Customer will be responsible for the cost of any Damage up to the first NZ\$7,000 for the exchange Vehicle.

16. LIABILITY AND LIABILITY REDUCTION INSURANCE

16.1 The Customer understands that unless they have purchased a Liability Reduction package, they must pay for the first NZ\$7000 worth of Damage per claim where they are at fault.

16.2 Roam Motorhomes has 2 liability reduction options

(a) Some like it hot - \$50 per day up (to a maximum \$2500) and a \$1000 excess for each and every incident.

(b) The Full Monty - \$70 per day (to a maximum \$3000 and \$0 to pay in the event of an incident. Please note this \$0 liability is limited to the first incident/accident only. A \$1000 excess will apply to any additional incidents/accidents.

16.3 Even if a liability reduction plan has been selected, the customer can still be liable for damage if the exclusions below in section 17 apply.

16.4 Where the total cost of a claim is less than the excess then the hirer shall be liable to pay the lesser amount.

17. 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.

Some examples of negligence, but are not limited to are: driving with hatches open, leaving the awning open in windy conditions, ignoring engine warning lights and continuing to drive.

(b) 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;

(c) 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;

(d) replacing keys, which have been lost, damaged or stolen, or retrieving keys which have been locked in the Vehicle;

(e) Damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in the Vehicle manual;

(f) 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;

(g) any Damage caused to the Vehicle due to the incorrect use of snow chains; and

(h) any Damage associated with the incorrect use of fuel (fuel being diesel or petrol), which includes Biofuel which should not be used, or water or other contamination of fuel.

(i) Roam Motorhome insurance does not cover the loss, damage or theft of the hirer's personal items or others travelling in the vehicle.

(j) Damage to the motorhome awning through improper use.

18. ADD ON EXTRAS

18.1 The following items are not included in the motorhome insurance cover and are subject to charges in the event of loss or damage. Paddleboards, E-Bikes, Mountain Bikes, Fishing equipment, Golf equipment and Coffee machine are all subject to a fee of up to \$1 000 per item if returned damaged or in the event of loss.

19. ROAM MOTORHOMES BREAKDOWN RESPONSIBILITIES

19.1 Roam Motorhomes will provide a well-maintained and roadworthy motorhome for the rental period.

19.2 If, for reasons beyond our control, the reserved motorhome is not available due to breakdown or accident, Roam Motorhomes reserves the right to substitute a comparable or superior motorhome at no extra cost to the client. This shall not constitute a breach of contract and does not entitle the renter to any form of refund.

19.3 In the event of a breakdown or mechanical issue, Roam Motorhomes will make reasonable efforts to provide assistance and arrange necessary repairs or replacement, subject to availability. Each hire includes full AA road-side assistance for any breakdowns.

AA Roadside assistance call out fees will be covered by Roam if the callout is due to a fault with the motorhome, for all other breakdown/breakage call outs, the cost will be covered by the customer.

19.4 Roam's liability is limited to the refund of full days of use lost due to a mechanical breakdown or unforeseen circumstances. No responsibility will be accepted for accommodation, flights, alternative hire vehicles, meals, or out-of-pocket expenses.

19.5 In the event there is a call out organised by Roam, Roam will cover any costs related to this call out, if it is deemed to be a motorhome fault, out of the customers control, that cannot be fixed via on call support. Certain breakdown or call out scenarios, such as running out of fuel, incorrect fuel used, lockouts, any faults/breakages cause through incorrect use by the customer, will not be covered and will incur call out and repair charges.

20. CHILD RESTRAINT DISCLAIMER

20.1 Roam Motorhomes is able to assist with the installation of a child restraint, but gives no warranty as to the appropriateness or adequacy of any child restraints fitted in the Vehicle. The driver/s accepts full responsibility for the fitting and suitability of any such restraints fitted. In the event of an accident, Roam will not be liable for any loss or damage incurred in relation to child restraints. It is the legal responsibility of the child's parent/guardian to ensure that their child is properly restrained

21. LIMITATION OF LIABILITY

21.1 Roam Motorhomes will not be liable for any loss, damage, or injury arising from the Customer's use of the motorhome, including but not limited to personal belongings, personal injury, or third-party property damage.

22. JURISDICTION

22.1 This contract shall be governed by and construed in accordance with the laws of New Zealand. Any disputes arising from this contract shall be subject to the exclusive jurisdiction of the courts of New Zealand. By signing below, the Customer acknowledges that they have read and understood the terms and conditions outlined in this contract and agree to be bound by them.

Customer's Signature: _____

Date: _____

Customer Name: _____