

MOJO CAMPERS LIMITED - RENTAL TERMS AND CONDITIONS
Effective from 15 May 2023

Mojo hereby provides a safe and suitable car seat, however it is the customers responsibility to install & utilise the car seat in a safe & affective manner to ensure safety of all passengers & in accordance with road safety laws of New Zealand. By signing the Rental Agreement the person described in the section with the heading 'Your name' (**You, Your**) agrees to rent the Camper from Mojo Campers Limited (**Mojo Campers**), and to pay the Rental Fees, Bond and Additional Fees, and Mojo Campers agrees to rent the Camper to You, and on the following terms and conditions:

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply to this Agreement:

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

Additional Fees means the fees described in Schedule One of these Rental Terms and Conditions.

Camper means the campervan or other vehicle described in the Rental Agreement, including without limitation it's engine, suspension, other mechanical components, panels, wheels and tyres, glass, electrical systems, furniture, fit out, equipment, chattels, furnishings, those items described in the Hand Over Spreadsheet attached to the Rental Agreement, and all other items supplied with the Camper on the Pick-up Date by Mojo Campers.

Bond has the meaning set out in the Rental Agreement.

Damage means any damage, degradation, deterioration, fault or defect occurring to the Camper during the Rental Term whether caused by You or any other person or circumstance, regardless of fault, except as recorded in the Hand Over Spreadsheet attached to the Rental Agreement and except fair wear and tear.

Depot means Mojo Campers' depot as described in clause 18.

Loss means any and all loss, liability, claims, expenses (including on a solicitor/client basis) and demands, incurred by Mojo Campers in relation to Your rental of the Camper or this Agreement, whether direct, indirect or consequential, whether comprising loss of profit, loss of opportunity, loss of ability to re-hire and loss of revenue or otherwise, and whether suffered in contract, tort (including negligence) or statute, that may be incurred in respect of such loss.

Pick-up Date has the meaning set out in the Rental Agreement.

Rental Agreement means the document of this name, setting out the details relating to Your hire of a Camper from Mojo Campers.

Rental Fee has the meaning set out in the Rental Agreement.

Rental Term means, subject to earlier cancellation, the period from the Pick-up Date to the Return Date, calculated in accordance with clause 4.2.

Rental Terms and Conditions means these Rental Terms and Conditions

Return Date has the meaning set out in the Rental Agreement.

1.2 Any other term defined in the text of these Rental Terms and Conditions shall carry a corresponding meaning throughout the Agreement.

1.3 In this Agreement, unless the context requires otherwise, or specifically stated, reference to:

- (a) the plural includes reference to the singular, and vice versa;
- (b) any law, legislation, or legislative provision includes any statutory modification, amendment, or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision whether before or after the date of this Agreement;
- (c) "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form;
- (d) times or a time of day are references to New Zealand times;
- (e) dollars, NZD and \$ means New Zealand Dollars;
- (f) monetary amounts are inclusive of GST, and the payer shall pay by the date specified such GST on any amount payable, unless otherwise stated in this Agreement; and
- (g) payment of money will be a reference to, or deemed to be an obligation requiring payment of money in immediately available cleared funds.

1.4 If any provision in the Rental Agreement conflicts with the provisions of the Rental Terms and Conditions, the Rental Agreement shall prevail.

2. FEES AND PAYMENT

2.1 If you choose to pay via bank transfer, you agree to pay the complete Rental Fee to Mojo Campers within 3 business days of receiving the Booking Confirmation by email. If you choose to pay via credit card, a 25% Deposit or \$100 (whichever is greater) is payable by You to Mojo Campers to immediately reserve the Camper. The remainder is payable by You 45 days before the Pick-up Date. The Rental Fee is payable pursuant to clause 2.8.

2.2 You agree to pay the Bond to Mojo Campers 1 day before you collect the Camper from Mojo Campers. The Bond is payable pursuant to clause 2.8, unless Mojo Campers agrees to accept a credit card authorisation/hold. The Bond is in addition to the Rental Fee.

2.3 This Agreement is conditional on Your payment of the Bond and Rental Fee in accordance with clauses 2.1 and 2.2. If You do not pay the Bond or Rental Fee on time, Mojo Campers may cancel this Agreement by providing notice in writing to You, and reallocate the Camper to a third party. If not so cancelled, any



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part of the Bond or Rental Fee not paid on the Pick-up Date must be paid before Mojo Campers release the Camper to You.

- 2.4 The Bond is an amount of money that Mojo Campers will hold during the Rental Term (and for a period thereafter depending on the terms and conditions of this Agreement).

The Bond is held by Mojo Campers as security, to cover the payment of any amounts that may become payable by You to Mojo Campers pursuant to this Agreement.

- 2.5 Mojo Campers may offset any amounts that You owe to Mojo Campers under this Agreement from the Bond by providing notice in writing to You. Where an amount is unknown, Mojo Campers may estimate a reasonable amount to be offset from the Bond, provided that when Mojo Campers know the actual amount any excess is returned to You. Any balance of the Bond remaining at the end of the Rental Term (after any applicable actual or estimated offsets above) will be refunded to You. Where Mojo Campers accept a credit card authorisation/hold as the Bond, it may take up to 30 working days for the authorisation/hold to be released. If the Bond is exhausted, is starting to reduce or Mojo Campers no longer consider that it is sufficient, then Mojo Campers may require you to pay an additional or higher Bond or an additional or higher authorisation/hold by notifying You, and You shall comply with such request.

- 2.6 If any of the situations described in Schedule One arise, then You will be charged the corresponding additional fee described in Schedule One (**Additional Fee**). For the avoidance of doubt, Additional Fees are in addition to the Rental Fee but may be offset from the Bond, and are without prejudice to any other Additional Fees or Damage or Loss that may be payable by You under this Agreement.

- 2.7 You are responsible to pay for all fines, tolls, infringement notices, fees and costs that are incurred in relation to the Camper during the Rental Term (**Fines**), including without limitation parking tickets, speeding fines, freedom camping fines and road tolls. If Mojo Campers receive notice of a Fine, Mojo Campers will provide a copy to You. You may challenge, complain about, query or object to the Fine directly to the relevant issuing authority.

- 2.8 A non-refundable credit card administration fee applies in addition to each payment made to Mojo Campers (3% for Visa/Mastercard/Paypal).

- 2.9 You agree that in the event of a dispute arising as to whether any amount has been appropriately charged to Your credit card, You will not seek to have the charge on the credit card reversed before you have contacted Mojo Campers directly to discuss the Additional Fees so charged.

- 2.10 If for any reason Mojo Campers is unable to take payment from Your credit card, You must immediately make payment using any other payment method accepted by Mojo Campers from time to time. If payment of any amount is not made within 3 days of Mojo Campers written request, Mojo Campers may charge, and You shall pay, interest at a rate of 1.5% per month, calculated on a daily basis.

- 2.11 You agree to reimburse Mojo Campers for all Loss incurred in collecting, or attempting to collect, any amounts payable by You pursuant to this Agreement.

- 2.12 Except in relation to the Bond and as set out in clauses 3.2, 9.2 or as required pursuant to the Consumer Guarantees Act 1993 or Fair Trading Act 1986, the Rental Fees, Additional Fees and other amounts payable pursuant to this Agreement, are non-refundable.

- 2.13 Mojo Campers may set off any amounts owed by You to Mojo Campers from any amount that Mojo Campers may owe You, by providing notice in writing to You.

3. AMENDMENTS AND CANCELLATION

- 3.1 Amendments to this Agreement (**Amendments**) require both Your and Mojo Campers' written consent. Amendments are subject to availability, and additional Rental Fees and Additional Fees may apply. If You would like to request an amendment to this Agreement, please contact Mojo Campers. You must request amendments in writing to Mojo Campers at least 48 hours in advance of the proposed effective date of the amendment.

- 3.2 You may cancel this Agreement at any time by providing notice in writing to Mojo Campers, and in such case the following cancellation fees will apply:

- (a) more than 45 days before the Pick-up Date, a full refund of the Deposit and Rental Fees (if paid) less any credit card fees and less an administration fee of \$24; an administration fee of \$100 applies for refunding international bank transfers;
- (b) between 45 and 15 days before the Pick-up Date, 50% of the Rental Fee less any credit card fee is refundable; or
- (c) 14 days or less before the Pick-up Date or during the Rental Term, 100% of Rental Fee is payable and there is no refund. This includes situations where there are flight delays, missed connections, travel bans or restrictions, sickness/illness or any other reason, including causes beyond either parties control (force majeure events etc.).

- 3.3 Refunds of international bank transfers will be issued for the original invoice amount in NZ\$.

- 3.4 If Mojo Campers agree to an Amendment to the Pick-up Date within the cancellation timeframes in clauses 3.2(a) or 3.2(b) and then You cancel this Agreement, the original cancellation fee under clause 3.2 will be payable.

- 3.5 COVID 19: If you test positive for COVID19 and have to self isolate or if New Zealand goes into lockdown either while you are travelling or before you are collecting your Campervan, Mojo Campers will provide a credit note to the value of any applicable cancellation fees, or if you are already travelling, to the value of unused days. Credits will be valid for 12 months.

4. RENTAL TERM, COLLECTION AND RETURN

- 4.1 You are only permitted to use the Camper during the Rental Term.



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- 4.2 The Rental Term is calculated on a calendar day basis. When calculating the number of days in the Rental Term, the Pick-up Date is counted as day one of the Rental Term, regardless of pick up time. The day that the Camper is returned is counted as the final day of the Rental Term, regardless of return time.
- 4.3 Mojo Campers will make the Camper available for Your collection from the Depot on the Pick-up Date between the hours of 9am and 6pm, at the time specified in the Rental Agreement. The Camper will have a full tank of fuel and a full water tank.
- 4.4 There are no refunds of the Rental Fees for late collection or early return of the Camper.
- 4.5 Camper delivery to Auckland Airport/Hamilton Airport can be booked at an additional fee. Campervan pick up by Mojo Campers staff after the rental term at Auckland Airport/Hamilton Airport can also be booked at an additional fee. Delivery and pick up are subject to availability. If the Rental Agreement specifies that delivery/pick up is provided, but Mojo Campers are unable to provide it due to unavailability, then Mojo Campers will provide a refund of the delivery/pick up fee for You and You shall drop off the Van at Mojo Campers Depot in Hamilton.
- 4.6 You must allow at least one hour to complete the required paperwork when collecting or returning the Camper. Paperwork must be completed during office hours which are 9am to 5pm, 7 days. After hours pick up/drop off can be arranged at an additional fee of \$39.
- 4.7 You must return the Camper to the Depot on the Return Date at the time specified in the Rental Agreement:
- (a) in a clean and tidy condition, with any toilet cassette and grey water tank emptied; and
 - (b) with a full tank of fuel and a full gas bottle (if one was supplied with the Camper).
- 4.8 If You do not return the Camper to Mojo Campers as required by clause 4.7, Mojo Campers may report the Camper as stolen to the police.
- 5. PEOPLE WHO CAN DRIVE THE CAMPER**
- 5.1 Only You and the Authorised Driver (if any) listed in the Rental Agreement may drive the Camper. You must ensure that no other person drives the Camper. You must ensure that You and each Authorised Driver have their driver licenses with them at all times when they are driving the Camper.
- 5.2 You must ensure that You and each Authorised Driver:
- (a) are over 18 years old;
 - (b) have a full NZ driver's licence or equivalent overseas driver's licence, which is appropriate for the Camper and is valid and remains valid for the Rental Term;
 - (c) present the original driver's licence to Mojo Campers;
 - (d) comply with the terms of their driver's licence and this Agreement; and
- (e) are listed on the Rental Agreement.
- 5.3 If an Authorised Driver's driver licence is not in English You must have an English translation of the whole licence including any conditions. The original licence and the translation must be shown to Mojo Campers on the Pick-up Date. The driver's licence translation must be done by an NZTA approved translation service, diplomatic representative at a high commission, embassy or consulate or authority that issued the licence, and be in a form acceptable to Mojo Campers.
- 5.4 If You wish to add or replace an Authorised Driver, please contact Mojo Campers, and this addition will be treated as a requested Amendment.
- 6. YOUR OBLIGATIONS**
- 6.1 During the Rental Term You must ensure that:
- (a) You and the Authorised Driver take all reasonable care when driving, parking, using, operating and leaving the Camper;
 - (b) the Camper is kept free from Damage;
 - (c) no one smokes, uses or stores illegal drugs, or has any unauthorised animals (except guide dogs) in the Camper at any time;
 - (d) no one drives, operates or uses the Camper while under the influence of illegal drugs or alcohol;
 - (e) the Camper is only filled with the correct fuel type and make sure it is refilled into the correct tank. You are responsible for any contamination of the fuel or water tanks of the Camper during the Rental Term;
 - (f) a copy of this Agreement is accessible by the driver of the Camper, and that all Authorised Drivers aware of the terms and conditions of this Agreement;
 - (g) that the Camper is left locked and secure when unattended. The key must never be left in or near the Camper when unattended;
 - (h) that the Camper is driven, parked, used and operated in accordance with any instructions, directions, user manual or guidance issued by Mojo Campers from time to time; and
 - (i) that the Camper is driver, parked, used and operated in accordance with any Insurance requirements issued to You from time to time.
- 6.2 During the Rental Term You must ensure that the Camper is not:
- (a) driven, parked, used or operated in breach of any applicable laws or for any illegal activity, including without limitation the Land Transport Act 1998, the Land Transport (Road User) Rule 2004, the Freedom Camping Act 2011 or any bylaw;
 - (b) sold, sublet, leased or hired, and You must not otherwise part with or attempt to part with the possession of the Camper;
 - (c) driven, parked, used or operated:



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- (i) without Your authority;
 - (ii) otherwise than in a prudent and cautious manner;
 - (iii) in any race, speed test, reliability trial, rally or contest, or on any race track or rally stage; or
 - (iv) to tow any vehicle, trailer or other thing;
 - (v) to carry passengers or goods for hire or reward;
 - (vi) to transport more passengers or goods than set in the certificate of loading or road user certificate for the Camper or specified in this Agreement;
 - (vii) to carry volatile liquids, gases, explosives or other corrosive, inflammable, dangerous or illegal material, except those which are supplied with the Camper by Mojo Campers; or
 - (viii) for transporting and haulage of goods other than what might be reasonably expected of a leisure campervan;
- (d) driven by a person that does not hold a current and valid full driver licence appropriate for the Camper; or
- (e) driven, used or operated in any “off-road” conditions (which includes without limitation submersion in water, contact with saltwater, creek or river crossing, driving through flooded areas) or on any surface likely to damage the Camper including fire trails, beaches, sand, tracks, fields or paddocks, including without limitation: Ninety Mile Beach (Northland), Ball Hut Road (Mt Cook), Skippers Road (Queenstown), Bluff Road that runs between Kuaotunu and Matarangi and North of Colville Township (Coromandel Peninsula); or
- (f) driven, used, or operated for any act or omission that is excluded from the Insurance pursuant to clause 12
- 6.3 You warrant that all information provided to Mojo Campers (whether before or after the date of the Agreement) is true, correct and complete, and not in any way misleading.
- 6.4 If You have an inverter inside Your Camper, it is Your responsibility to ensure the inverter is not covered. Your inverter generates the same potential dangerous AC current as a domestic wall outlet. Do not insert foreign objects into the inverters AC outlets or any other openings. Keep the unit out of reach of children at all times. Do not expose Your inverter to rain, snow, water or water spray. Do not touch or operate the unit with wet hands. Your inverter is designed as a component of a stand-alone power system, do not connect the AC output from the inverter in any way into an on-grid power system or modify it to do so. Some electrical equipment is not compatible with power inverters. Typically some types of devices that incorporate a rechargeable battery e.g. portable lights, shavers or the battery chargers of certain manufacturers power tools, these will typically state this incompatibility on their electrical label. It is Your responsibility to confirm the compatibility of any electrical equipment to be run from Your inverter.
- 6.5 It is Your responsibility to use the provided gas cooker only as directed. Do not operate the gas cooker before reading the operating instructions (sticker attached on cooker). Only use the gas cooker in well ventilated areas, do not operate the cooker in

an enclosed area without ventilation. Do not leave the gas cooker unattended when in use. Do only use the gas cooker with a butane gas cartridge certified to EN417 or equivalent. A faulty appliance may also emit carbon monoxide even in well ventilated areas. Carbon monoxide is highly toxic.

- 6.6 If Mojo provides a safe and suitable car seat for babies and infants, it is the customers responsibility to install & utilise the car seat in a safe & affective manner to ensure safety of all passengers & in accordance with road safety laws of New Zealand.

7. MOJO CAMPERS' OBLIGATIONS

- 7.1 Mojo Campers will ensure the Camper:
- (a) is in a safe and roadworthy condition on the Pick-up Date;
 - (b) has, on the Pick-up Date, a current Certificate of Fitness and registration for the duration of the Rental Term; and
 - (c) has those features described in the Rental Agreement on the Pick-up Date.
- 7.2 You agree that if the hire of the Camper is for a “relocation offer”, You have been advised by Mojo Campers that the Camper may not be clean, may have minor damage and/or certain items may not be functional. These will all be items which do not compromise the safety of the Camper.
- 7.3 24-hour roadside assistance is available in respect of the Camper, which is provided by the AA (**Roadside Assistance**). If You require roadside assistance within office hours please call Mojo Campers on +64 27 51 06 962, or outside office hours please call the AA freephone on 0800 734 543 directly.
- 7.4 Roadside Assistance that relates to inherent mechanical breakdown is included within the Rental Fee.
- 7.5 Roadside Assistance that does not relate to non-mechanical breakdown is not included within the Rental Fee, and is payable by You directly to the AA, or to Mojo Campers if agreed. Non-mechanical breakdowns include but are not limited to:
- (a) the Camper running out of fuel;
 - (b) broken keys, keys locked inside the Camper or lost keys;
 - (c) changing a tyre;
 - (d) flat batteries caused by incorrect usage and/or incorrect usage of any equipment that requires the batteries in order to operate; or
 - (e) a breakdown because of Damage incurred in an accident; or
 - (f) where You have breached this Agreement.
- ## 8. ACCIDENTS AND THEFT
- 8.1 If the Camper is involved in an accident, is stolen, lost or is otherwise Damaged, You must immediately:
- (a) if necessary, advise NZ Emergency Services by calling ‘111’ or if Police did not attend, call into the closest Police



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station to report the incident and get a copy of the Police report;

- (b) record full details of all parties, witnesses to, and vehicles involved in the accident or theft, including without limitation name, address and driver's licence information, and record full details of the registration number of other vehicles involved, and immediately provide this information to Mojo Campers;
 - (c) if possible, take photos of the site that the Damage, Loss, accident or theft took place, the Damage or Loss itself and any other vehicles or property involved, and prepare a written statement of the facts, and immediately provide this information to Mojo Campers;
 - (d) not make any admission of liability;
 - (e) notify Mojo Campers by phone;
 - (f) complete the Mojo Campers accident or incident form and provide all of the above information to Mojo Campers; and
 - (g) provide any other information reasonably requested by Mojo Campers.
- 8.2 Mojo Campers (acting reasonably) will investigate the accident or theft as soon as reasonably practicable after You have provided the information described in clause 8.1, or Mojo Campers have discovered the Damage or theft, to determine the extent of the Damage or Loss and whether the Insurance applies. Mojo Campers may also require a post-accident or incident safety stand down period, where the Camper cannot be driven, used or operated, to enable Mojo Campers (or the insurer or any agent thereof) to investigate the cause of the accident, loss, damage or theft.
- 8.3 While every precaution will be taken over the safety and security of vehicle(s) stored at Mojo Campers' depot during Your hire (add-on "Car Storage"), Your vehicles are stored at Your risk.

9. SUPPLY OF REPLACEMENT CAMPER

- 9.1 If the Camper suffers a mechanical breakdown during the Rental Term, that has not resulted from an accident, Damage or Your breach of this Agreement, and You and the Authorised Drivers have complied with this Agreement, Mojo Campers will use reasonable endeavours to recover and repair the Camper.

If the Camper cannot be recovered or repaired, or cannot be repaired within a reasonable time, Mojo Campers will use reasonable endeavours to provide a replacement camper of an equivalent size and standard to the Camper for the remainder of the Rental Term. Provision of a replacement Camper is subject to availability and is not guaranteed.

- 9.2 If Mojo Campers is unable to provide a replacement Camper to You pursuant to clause 9.1 within 5 days, Mojo Campers will provide a refund of the Rental Fees for the remaining part of the Rental Term on a pro-rata basis.
- 9.3 If the Camper can be recovered and repaired pursuant to clause 9.1, then Mojo Campers will provide a pro-rata refund of the Rental Fees for those full days during the Rental Term that the Camper is unable to be used by You in any way.

9.4 Unless Mojo Campers otherwise agrees in writing, the replacement Camper will be made available for collection from the Depot. You are responsible to pay for any travel and accommodation costs You may incur in making Your way to the Depot.

9.5 A new Agreement will need to be signed in relation to the replacement Camper, and an additional Bond will be required for the replacement Camper.

9.6 In no other situation will a replacement Camper be provided, unless Mojo Campers otherwise agrees in writing.

10. LIABILITY

10.1 You are liable to Mojo Campers for all Damage and Loss that may arise during the Rental Term, or otherwise in relation to Your rental of the Camper and this Agreement. For the avoidance of doubt, but without limitation during the Rental Term You are liable to Mojo Campers for the acts and omissions of any Authorised Drivers and other third parties as if they were Your own, regardless of fault.

You are not liable to Mojo Campers to the extent that any Damage or Loss has arisen as a direct result of Mojo Camper's breach of this Agreement or negligence.

10.2 If you are, or are likely to be, liable to Mojo Campers for any Damage or Loss, Mojo Campers may immediately charge Your credit card for the amount of the Bond if only a hold/authorisation has been made on the credit card and the Bond has not otherwise been paid. If unsuccessful, you must immediately pay any unpaid Bond to Mojo Campers pursuant to clause 2.8.

10.3 If you are, or are likely to be, liable to Mojo Campers for any Damage or Loss which is not or is not likely to be covered by Insurance, then (in addition to clause 10.2) You agree to pay to Mojo Campers the amount reasonably estimated by Mojo Campers as the amount of Damage or Loss to the extent it exceeds the Bond, which may be charged to Your credit card pursuant to clause 2.8. Where the actual value of the Damage or Loss is less than the amount paid by You, Mojo Campers will refund the balance, and where the actual value of the Damage or Loss is more than the amount paid by You, You agree to pay any shortfall, as notified to You in writing, pursuant to clause 2.8.

10.4 Mojo Camper's liability is not limited in relation to any breach of the Fair-Trading Act 1986 or Consumer Guarantees Act 1993.

10.5 Except as set out in clause 10.4 or otherwise excluded by this Agreement, Mojo Campers will only be liable to You in contract, tort (including negligence) or otherwise for reasonably foreseeable loss or damage that You suffer directly as a result of Mojo Campers breach of this Agreement or negligence, and that is not caused by something beyond Mojo Campers control. Mojo Campers won't be liable to you for any other loss or damage including indirect or consequential losses, loss of profits or revenue, loss of bargain or similar, including without limitation missed flights, disrupted travel or holiday plans, loss of enjoyment, opportunity, or otherwise.



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10.6 If Mojo Campers are liable to You under clause 10.5, the maximum amount Mojo Campers will pay as compensation for Your loss is in aggregate the amount of the Rental Fee. This limitation doesn't apply in relation to Mojo Campers deliberate or wilful conduct.

11. INSURANCE & EXCESS

11.1 Subject to clause 12, the Camper is insured by Mojo Campers under a policy of motor vehicle insurance (**Insurance**) from a licensed insurance company.

11.2 Where an Insurance claim is accepted by Mojo Camper's insurer, You must pay the applicable insurance excess and Your liability will be covered by Mojo Camper's insurer up to the amounts described below:

- (a) in respect of Damage, a sum insured equal to the market value of the Camper at the time of the claim, in aggregate in respect of all claims;
- (b) in respect of Loss incurred by Mojo, a sum insured of \$10,000,000 per claim; and
- (c) in respect of Loss incurred by any third party, a sum insured of \$10,000,000 per claim.

11.3 Multiple Insurance claims will result in multiple excesses being payable by You.

11.4 Where an Insurance claim is not accepted by Mojo Camper's insurer Your liability will not be covered by Mojo Camper's insurer.

11.5 The premium for the Insurance, with a standard excess of \$2000, is included in the Rental Fee. The standard excess is subject to adjustment in particular circumstances as set out below.

11.6 If, at the time of the accident or other event giving rise to Damage or Loss, the Camper is driven by a person under the age of 25 years, the following excess will apply in addition to the standard excess set out in clause 11.5:

- (a) the driver is aged 25 or over but has held a full NZ driver licence (or equivalent thereof) for less than 12 months, \$500;
- (b) under 21 of age regardless of length of time that licence held, \$1000; and
- (c) over 21 years of age but under 25 years of age regardless of length of time licence held, \$500.

11.7 If the only Damage to the Camper is to the Camper's window glass, a reduced excess of \$100 will apply in respect of that claim, unless agreed otherwise with Mojo Campers in writing.

11.8 Mojo Campers provides excess reduction options to You. You can reduce your standard excess of \$2000 to \$1000 by paying an extra cover fee of \$22 per calendar day of Your rental. Maximum charge for \$1000 excess reduction option is \$308 (14 days). If You wish to lower Your insurance excess from \$2000 to \$500 an extra cover fee of \$39 per calendar day applies. Maximum charge for \$500 excess reduction option is \$546 (14 days). If You

wish to lower Your insurance excess from \$2000 to \$0 an all-inclusive fee of \$49 per calendar day applies.

Maximum charge for \$0 excess reduction option is \$686 (14 days). The \$0 excess reduction option also includes windscreen damage & tyres.

11.9 If you are 21 years of age but under 25 years of age or a driver as stated in clause 11.6 (a) your standard insurance excess is \$2500. If you would like to reduce Your insurance excess from \$2500 to \$1000, you can do this by paying an additional fee of \$42 per calendar day of Your rental. Maximum charge for \$1000 excess reduction option for drivers aged between 21 and 25 years is \$588 (14 days). To reduce Your excess from \$2500 to \$500, an additional fee of \$59 per day applies. Maximum charge for \$500 excess reduction option for drivers aged between 21 and 25 years is \$826 (14 days). If You are between 21 and 25 years of age you can reduce your excess from \$2500 to \$0 by paying an additional fee of \$69 per calendar day. Maximum charge for \$0 excess reduction option for drivers aged between 21 and 25 years is \$966 (14 days).

For any drivers under the age of 21 the standard insurance excess is \$3000. Drivers under the age of 21 can reduce their insurance excess from \$3000 to \$1000 at an additional fee of \$57 per calendar day. Maximum charge for \$1000 excess reduction option for drivers under 21 years is \$798 (14 days). If you are under 21 years of age and would like to reduce Your insurance excess from \$3000 to \$500 an additional fee of \$74 per day applies. Maximum price for \$500 excess reduction option for drivers under 21 years is \$1036 (14 days). Drivers under the age of 21 can reduce their insurance excess from \$3000 to \$0 by paying an additional fee of \$94 per calendar day. Maximum charge for \$0 excess reduction option for drivers under 21 years is \$1316 (14 days).

11.10 An excess of \$100 will apply to any glass repairs or replacements. If you wish to lower your excess for glass repairs or replacements to \$0, we offer a glass cover fee of \$9 per day of Your rental. Minimum price for glass cover only is \$27. Maximum price for glass cover only is \$54.

11.11 You acknowledge that you may obtain insurance from third parties to further mitigate Your risk under this Agreement.

12. DRIVER'S LICENCE

12.1 You can legally drive in New Zealand for up to 12 months if you have a current driver's licence. If the licence is not in English, you must carry an accurate English translation.

12.2 You can also legally drive in New Zealand for up to 12 months if you have an International Driving Permit (IDP) that is issued in English or translated into English, provided you also carry the current driver licence that the permit is based on.

13. EXCLUSIONS

13.1 The Insurance does not cover Damage or Loss resulting from particular excluded acts or omissions, or Damage or Loss to particular items, which are set out below. You agree that the Insurance will not apply in relation to any excluded items, or



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where You, any Authorised Driver or other third party have done any one or more of the excluded acts:

Excluded acts or omissions include:

- (a) any act or omission that is in breach of this Agreement or any period that You are in breach of this Agreement;
- (b) incorrectly fitting or use of snow chains or ski/snowboard racks, roof racks or bicycle racks;
- (c) driving the Camper on a road or ski resort access road without snow chains when snow chains are reasonably required to be fitted, including without limitation where advised by the relevant local authority, Transit New Zealand, NZ Police or the relevant ski resort;
- (d) exceeding the recommended load as stated in the Camper's manual;
- (e) any act or omission that resulted in Damage or Loss that was reasonably avoidable (for example, not inspecting fluid levels, driving with overheated engine, driving with the hand brake on);
- (f) crossing a lake, river, creek, salt water beaches, or low plain flooded areas;
- (g) where the Camper has become bogged, submerged, trapped, restricted or stuck in anyway and/or has been abandoned;
- (h) refilling the Camper with the incorrect fuel type or grade (fuel being diesel or petrol), or refilling the Camper with bio-diesel, or any other contamination of the fuel;
- (i) you have failed to perform tyre's checks and maintain all fluid and fuel levels or failed to immediately rectify or report to us any defect of which You become aware;
- (j) continuing to drive or operate the Camper when Damage has been incurred which has not been reported to Mojo Campers or where Mojo Campers has not consented to the Camper being driven or operated;
- (k) failing to stop or remain at the scene of any accident where required to do so by law;
- (l) wear and tear to the Camper; or
- (m) where You or any other person remain in possession of the Camper beyond the expiry of the Rental Term.

Excluded items include:

- (n) the Camper's interior, such as wood work, drawers, panels, structure, soft furnishings, flooring, furniture, contents, fixtures, chattels, linen, bedding or other equipment, regardless of cause;
- (o) personal belongings, whether Yours or any other persons. Mojo Campers recommends You take out travel insurance to cover Your personal belongings;
- (p) the pod on the roof (if any);
- (q) keys, including where they have become broken, lost, stolen, or retrieval of keys that have been locked in the Camper;
- (r) any bridge or underground or overhead services that incurs damage from the Camper; or

(s) tyre(s). If no additional insurance for tyre replacement has been taken.

14. CANCELLATION

14.1 Mojo Campers may cancel this Agreement if You have breached any term or condition of this Agreement, if the Camper suffers or is likely to suffer any Damage, if Mojo Campers suffers or is likely to suffer any Loss, if in the reasonable opinion of Mojo Campers or the NZ Police, You or any Authorised Driver do not have sufficient skill or experience to operate the Camper in a safe manner or the safety of any person or the Camper is at risk, the insurer withdraws cover that relates to You, or adds any endorsement, condition or requirement in relation to the Insurance, any payment is declined or dishonoured and You do not make payment within 3 days of Mojo Campers written demand, or you do not provide replacement credit card details on Mojo Campers written request.

14.2 If this Agreement is cancelled, You must immediately return the Camper to the Depot or other location notified by Mojo Campers.

14.3 Cancellation of the Agreement is without prejudice to any other rights or remedies available to the parties, including without limitation Mojo Camper's ability to collect any amounts owed to Mojo Campers by You pursuant to this Agreement.

15. PRIVACY

15.1 Mojo Campers will collect personal information about You and the Authorised Drivers as part of the rental process, before and after You sign the Rental Agreement.

15.2 Mojo Campers may use and disclose this personal information as reasonably necessary to perform this Agreement, including without limitation the disclosure of personal information to Mojo Campers' service providers and partners. In addition, Mojo Campers may use and disclose personal information collected to obtain credit information, driver licence and identity verification, insurance information (including claims history), driving history information (including NZ police), information regarding Fines (including from territorial authorities) and other similar third parties. Mojo Campers may also disclose Your personal information to other rental or hire operators where You provide any incorrect or misleading information, and to promote safe driving practices. Mojo Campers may not be able to perform this agreement if all the information requested is not provided. You agree Mojo Campers may collect personal information (including but not limited to the location, usage and servicing of the Camper, speed, distance travelled, locations visited) through GPS tracking and diagnostics and other electronic tools installed in the Camper and to use and disclose such personal information for the purpose of Your safety, fraud or other crime prevention, road users safety, tracking compliance with this Agreement, enforcement of this Agreement and to ensure the location of the Camper is known at all times. You agree not to disable or interfere with any such device. Any photos or video you share with us may be used for marketing purposes. You have rights of access to and correction of Your personal information held by Mojo Campers. Please contact Mojo Campers at mail@mojocampers.co.nz if You have any concerns.



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15.3 You warrant that You have obtained any consents necessary from an Authorised Driver in relation to their personal information in order to agree to this clause 15 on their behalf.

16. GENERAL PROVISIONS

16.1 Mojo Campers retains ownership of, and the title to, the Camper at all times.

16.2 If any provision of this Agreement is, or becomes unenforceable, invalid or illegal for any reason it will be deemed to be severed from the Agreement without affecting the validity of the remainder of the Agreement and will not affect the enforceability, validity or legality of the remaining provisions.

16.3 This Agreement is governed by New Zealand law and the courts of New Zealand have non-exclusive jurisdiction.

16.4 You agree that Mojo Campers may provide all general communications, including the provision of invoices and statements, to Your nominated email address, and a physical copy is not required to be posted. In addition, You consent to Mojo Campers providing electronic marketing messages to You, unless You opt out by notifying Mojo Campers in writing or unsubscribing.

16.5 Notices will be sufficiently given if posted or successfully transmitted by email to the intended recipient at their last known address, which in the case of Mojo Campers is ina@mojocampers.co.nz. You will notify Mojo Campers in writing of any changes to Your contact details.

16.6 You shall not assign or otherwise transfer Your rights or obligations under this Agreement except with the prior written consent of Mojo Campers. Mojo Campers can at any time assign or otherwise transfer, encumber or subcontract any of its rights and obligations under this Agreement to a third party.

16.7 Mojo Campers shall not be liable for delay or failure in the performance of any of its obligations imposed by this Agreement, if the delay or failure arises from an event or circumstance beyond Mojo Campers reasonable control including, but without limitation, weather (including, without limitation, rain (or lack thereof), wind or fog), fire, flood, tsunami, storm, tempest, earthquake or other act of God, nature, contamination, war or government, any civil disturbance, or any labour disruption, or any other cause reasonably beyond Mojo Campers control.

16.8 A party will not have waived or be deemed to have waived any provision of this Agreement unless the waiver is in writing and signed by that party.

16.9 Cancellation of this Agreement for any reason will not affect such rights and obligations of the parties as are intended to survive such cancellation.

16.10 Should any part or provision of this Agreement be held unenforceable or in conflict with any applicable laws or regulations, the invalid or unenforceable part or provision will be replaced with a provision which accomplishes, to such extent as possible, the original business purpose of the part or

provision in a valid and enforceable manner, and the remainder of the Agreement will be binding on the parties.

16.11 For the purposes of Subpart 2 of Part 2 of the Contracts and Commercial Law Act 2017, a third party may enforce any benefit expressed in this Agreement as being for the benefit of that third party.

16.12 This Agreement may be executed in counterparts (which may be electronic or facsimile copies) and all of which, when taken together constitute the one document.

17. FEEDBACK

17.1 If You have a complaint about Your Mojo Campers experience or have any feedback, please contact Mojo Campers on +64 27 51 06 962 or ina@mojocampers.co.nz

18. USEFUL INFORMATION

18.1 **Depot Location:** 186 Kent Street, Frankton, Hamilton 3204.

18.2 **Nearest petrol station to depot:** Gull, 104 Norton Road, Frankton, Hamilton 3204.

18.3 **Calls:** International calling fees or other fees may apply if you call Mojo Campers.

18.4 **Contact numbers:** Mojo Campers – +64 27 510 6962, AA (after hours) 0800 734 543



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SCHEDULE ONE - ADDITIONAL FEES

CHARGES	CAUSE	AMOUNT
i) REFUELLING FEE	Returning Camper not full of fuel or not a full gas bottle \$20 admin fee + amount refuelled	\$20 handling fee + amount refuelled
ii) CLEANING FEE	Camper is not returned clean and tidy, or evidence of smoking or unauthorised animals in Camper grey water or toilet cassette not emptied	Up to \$250 general cleaning fee and up to \$500 cleaning fee to empty grey water/toilet
iii) UNAUTHORISED DROP OFF FEE	Camper is not returned to the Depot	Up to \$1000 retrieval fee
iv) CLAIMS/DAMAGE ADMIN FEE	Processing paperwork for claims or damage incident	\$75 payable immediately
v) INFRINGEMENT ADMIN FEE	Processing any Fine into Your name for traffic or speeding fines, freedom camping fines or local authority infringements received during Rental Term	\$40 per infringement in addition to the value of the Fine
vi) TOLL ADMIN FEE	Processing a toll notice into Your name for a toll fine received during Rental Term	\$20 handling fee in addition to the value of the Toll
vii) AFTER HOURS PICK UP FEE	Administration fee for organising Camper for pick up outside of operating hours (9am – 6pm)	\$100
viii) ROAD USER CHARGES	Levy based on distance travelled for diesel Campers on NZ roads.	Calculated and charged after the Camper is returned based on current NZTA rates.
ix) AUTHORISED DRIVERS	Adding an additional driver to Your Agreement	Free, limited to one additional driver per Rental Term
x) AA CALL OUT FEE	For any non-mechanical breakdown (e.g. refuelling, incorrect filling of fuel or water in the Camper, jump starts, tyre related incidents, salvage, lost keys and keys locked in the Camper)	Actual AA fee charged to You
xi) LATE RETURN FEE	Camper is returned after the date and time listed in the Agreement	Daily Rental Fee (at Mojo Campers' then current short term rate) until the Camper is returned plus Loss suffered by Mojo Campers in relation to the failure to return the Camper on time
xii) CAMPER DAMAGE/ REPAIR COSTS	Insurance claim not accepted. Camper or third-party property is damaged during Rental Term.	Actual repair costs to the Camper or third-party property and the Daily Rental Fee (at Mojo Campers' then current short term rate) until the Camper is available to be let for hire by Mojo Campers. If the Camper is written off, then the replacement value of the Camper, and the Daily Rental Fee (at Mojo Campers' then current short term rate) until a replacement Camper is available to be let for hire by Mojo Campers.
xiv) EQUIPMENT REPLACEMENT COSTS	Camper equipment is damaged during Rental Term	Actual replacement cost of each item of equipment. Typical costs include Camping chair \$150, Camping table \$150, Spirit Level \$20, Pan \$70

An \$80 surcharge will apply to all Campers collecting or returning on National Public Holidays. For further information please visit the following website: <http://publicholiday.co.nz>

