



TRADING AS: ARDMORE MOTORCYCLE RENTALS

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## RENTAL VEHICLE AGREEMENT FOR CAMPER TRAILER

<i>Full name</i>			
<i>Home Address</i>			
<i>Address within New Zealand</i>			
<i>E mail</i>		<i>Home Phone</i>	
<i>NZ Mobile</i>		<i>Other Contact</i>	
<i>Date of Birth</i>		<i>Driver Licence Number</i>	
<i>Driver Licence Expiry</i>		<i>Driver Licence country of issue</i>	
<i>Make</i>	<i>Camper Trailer</i>	<i>Model</i>	<i>3 Dog Camping/Prescott</i>
<i>Rego</i>	<i>A8APR</i>		
<i>Comments</i>			



GST number 95-483-313

**FEES & CHARGES**

	Qty	Unit cost	Amount
<i>Camper Rental minimum charge</i>			
<i>Camper Rental peak season \$80 per day</i>			
<i>Camper Rental off peak \$75 per day</i>			
<i>GPS Hire \$100 for entire rental</i>			
<i>Relocation Fee</i>			
		<b>Subtotal</b>	
<i>Less deposit already paid</i>			
<i>Total to be paid before departure including GST</i>		<b>Total</b>	
<i>Overdue charge 15% of applicable daily rate per hour up to 5 hours late when full day charge will apply</i>			
<i>Other costs incurred during hire period</i>			
<i>Balance due on return of Camper</i>		<b>Balance</b>	

## **List of Trailer inventory**

### **Storage Box**

- 4 x Base Camp Roamer deluxe with cooler chairs
- 2 x single airbeds
- 2 x laundry hampers containing the follow:-
  - 2 x single fitted sheets
  - 2 x single flat sheet
  - 2 x single duvet
  - 2 x single duvet cover
  - 2 x single mattress cover
  - 2 x pillows
  - 2 x pillow protector
  - 2 x pillow case
  - 2 x single minky blanket
- 1 x Chilli bin
- 4 x large beach towels
- 4 x face cloth
- 4 x hand towels
- 1 x door mat
- 1 x wooden chopping board
- 1 x rechargeable basecamp 400 lumen lamp
- 1 x Le Creuset 24 cm casserole dish with lid

### **Drifta Kitchen**

- 1 x Kiwi Camping 3 burner deluxe stove
- 1 x Le Creuset 30 cm cast iron pan
- 3 x Stainless Steel sauce pans with lids
- 4 x tea towels
- 1 x oven mit
- 1 x clothesline
- 1 x spray cleaner
- 20 x clothes pegs
- 1 x sunscreen
- 1 x Insect repellent
- 1 x large slotted spoon
- 1 x large serving spoon
- 1 x fish slice
- 1 x can opener
- 1 x cheese grater
- 1 x wooden spoon
- 1 x whisk
- 1 x large chopping knife
- 1 x large carving knife
- 1 x bread knife
- 1 x peeler
- 1 x wine bottle opener
- 1 x salad serving spoon
- 1 x salad serving fork
- 1 x lighter
- 1 x matches
- 4 x dinner forks
- 4 x dinner knives
- 4 x dessert spoons
- 4 x tea spoons
- 4 x large plastic wine goblets
- 4 x dish cloth
- 1 x sponge



- 1 x pot scrub
- 1 x dish wash liquid
- 2 x dish wash brushes
- 1 x large stainless mixing bowl
- 1 x colander
- 1 x basecamp kettle
- 1 x basecamp coffee plunger
- 4 x blue plastic whisky glasses
- 4 x plastic large dinner plates
- 4 x plastic side plates
- 4 x plastic breakfast bowls
- 1 x plastic wash basin
- 4 x base camp aluminium coffee cups

Initial.....

**Also in tail gate**

- 1 x Drifta tucker box

**Plastic Drawbar storage box**

- 1 x basecamp electric pump
- 1 x gas bottle (full)
- 1 x plastic brush and dust pan
- 1 x fire extinguisher
- 1 x laundry hamper
- 37 x Tent pegs
- 8 x Guy ropes
- 1 x mallet
- 1 x wheel brace
- 1 x 20 litre water container (full)
- 1 x solar panel
- 1 x car battery
- 1 x hose for connecting water tank
- 3 x tie down straps
- 2 x bungy cords
- 1 x trailer lock (Abus Cable)
- 1 x paddock for tail gate
- 1 x charger for lamp

**Under cover**

- 1 x queen sized mattress
- 1 x quilted mattress cover
- 1 x mattress protector
- 1 x queen fitted sheet set including flat sheet
- 2 x pillow including pillow protector and pillow cases
- 1 x Queen Duvet including duvet cover
- 1 x queen minky blanket
- Ladder
- 2 x Bow rods for vent
- Picnic mat
- 2 x poles for main tent struts
- 15 poles for awning
- Ground sheet
- Weed mat for awning
- 1 x awning roof
- 3 x awning walls
- 1 x draft stop wall

**Also provided**

- 1 x basecamp folding table



**Terms & Conditions**

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**Representations:**

- 1) Ardmore Auto Rentals Ltd (hereinafter called the Owner) represents and warrants to the Hirer that the camper trailer is in sound, safe and roadworthy condition and free of any known faults or defects which would affect its safe operation under normal use.
- 2) The Hirer represents and warrants to the owner that all information given herein is accurate, truthful and complete.

**Rental Period:**

- 3) Start Date: \_\_\_\_\_
- 4) End Date: \_\_\_\_\_
- 5) The Owner agrees to rent the motorcycle to the Hirer for a period of \_\_\_\_\_ days commencing on the start date and finishing on the end date. On the end date, the Hirer shall return the motorcycle to 45a Clevedon-Takanini Rd, Ardmore, Auckland, at \_\_\_\_\_ unless a prior arrangement has been made.
- 6) A "day" is calculated as twenty-four (24) hours from the pick up time. Each hour the camper trailer is late is calculated at 15% of the applicable daily rate, up to 5 hours, when an additional day will be charged.
- 7) The Owner must authorise any rental extension beyond that specified in the rental agreement prior to the return of the camper trailer. The Owner reserves the right to charge a penalty fee of NZ\$500 plus the daily rental rate for anyone in breach of this.
- 8) Special Conditions \_\_\_\_\_

**Rental Charges:**

- 9) The Hirer agrees to pay the rental rate of \_\_\_\_\_ for the first \_\_\_\_\_ days then \_\_\_\_\_ per day for the use of the camper trailer.
- 10) The rental rate includes GST of 12.5%.

**Hirer Requirements:**

- 11) All hirers of the camper trailer must be between 21 and 75 years of age.
- 12) All hirers must have a current full New Zealand, overseas (in English) or international driver licence. The licence must be non-probationary.
- 13) The Hirer is responsible for ensuring that any other person permitted by the owner to transport the camper trailer complies with the terms and conditions of this Rental Contract.

**Insurance Cover:**

- 14) The Hirer is covered, as part of the daily hire charge, with a comprehensive insurance cover for the camper trailer only.
- 15) Any loss or damage to the camper trailer accessories listed in the inventory list or hired GPS is solely the Hirer's responsibility.
- 16) The insurance cover does not include personal injury.
- 17) The Hirer is responsible for the first NZ \$2000 ("Excess") of the cost of damage to the camper trailer or to Third Party property or if the camper trailer is stolen.
- 18) The excess is applicable, regardless of fault, and must be paid at the time the incident report is completed.
- 19) If a Third Party is at fault, it is the responsibility of the hirer to recover their excess from the Third Party at fault.
- 20) The camper trailer must be securely locked at all times when not in use with the trailer lock provided.
- 21) All care must be taken to park the camper trailer in a safe location.
- 22) The Hirer's insurance shall immediately become void if the terms of this Rental Contract are breached.
- 23) The Hirer acknowledges and understands that the insurance does not cover personal belongings or camper trailer accessories listed in the inventory list or GPS. The hirer is solely responsible for personal property, camper trailer accessories or GPS left with the camper trailer.

**Insurance Exclusions:**

- 24) The insurance does not cover any of the following occurrences or associated vehicle recovery costs, including but not limited to the following circumstances, for which the Hirer will be solely responsible:
  - a) if the camper trailer is partially or totally submerged in water.
  - b) if the camper trailer is transported across a creek or river.
  - c) if the camper trailer is transported on beaches or through streams, dams, rivers or flood waters.

- d) if the camper trailer is transported on flood-prone roads, or on any roadway where the police or other government authority have issued a warning or caution.
- e) if the camper trailer is transported off formed roads (e.g. cross country) or on roads which are not public or legal roads.
- f) if the camper trailer is not locked with the trailer lock provided when left unattended.
- g) if the camper trailer is left unattended in a careless location.
- h) if the camper trailer was being transported in an unlawful manner, such as on the right-hand side of the road.
- i) if the camper trailer is damaged due to wilful misconduct.
- j) if the camper trailer is transported by any person not named in the Schedule to this agreement.
- k) if the camper trailer is transported by any person who at the time when he/she transports the camper trailer is disqualified from holding a driver licence.

25) If any of these terms are breached the Hirer will be responsible for the total cost of all damage.

**Security bond:**

- 26) A security bond is required for all camper trailer hires. You will be asked to sign a separate security bond in the form of a credit card imprint. This bond is held by the owner and is NOT banked; it is our guarantee that the hirer will return the camper trailer on time and in the condition that it was hired in, we will return the credit card imprint to you when the camper trailer is returned on time and undamaged.
- 27) The security bond is held to cover the insurance excess in the event that the camper trailer or any third party should sustain damage. The security bond is also held to cover lost or damaged camper trailer accessories, GPS, traffic infringements.
- 28) If the camper trailer, camper trailer accessories or any third party has suffered damage or loss the owner will make an assessment of the monetary value of such damage or loss and, under advice to the hirer, will process the security bond voucher for the required amount.
- 29) The owner also records your credit card details on this contract for the purpose of covering the expense of undisclosed damage to the camper trailer, camper trailer accessories, any third party damage or un-notified parking or speeding infringements. The Owner reserves the right to charge the hirer's credit card for a period of up to 3 months after the termination of the hire agreement to cover any costs related to this clause.

Credit Card number \_\_\_\_\_ Exp \_\_\_\_\_

Name on Card \_\_\_\_\_ Security Code \_\_\_\_\_

**Traffic Infringements:**

- 30) The Owner reserves the right to charge the Hirer an administration fee of \$50 per incident for each parking fine, speeding fine, traffic infringement, speed camera fine, or accident involving third party property damage which was not reported upon the return of the camper trailer.

**Exchange Rate Fluctuations:**

- 31) Due to fluctuations in exchange rates, there may be variances in refund amounts compared to the amount initially charged. The Owner shall not be liable for any such variances.

**Hirer responsibilities:**

- 32) The Hirer will:
  - a) Return the camper trailer in a clean and tidy condition.
  - b) Ensure the kitchen is clean and all dishes are done and all surfaces wiped clean.
  - c) not permit any other person to transport the camper trailer unless that person has been approved by the Owner.
  - d) take all reasonable care in handling and parking the camper trailer.
  - e) securely lock the camper trailer whenever it is left unattended, by using the ignition camper trailer lock provided.
  - f) not transport the camper trailer, or permit it to be transported, in breach of any legislation or bylaws relating to road traffic.
  - g) be familiar with, and understand, New Zealand driving rules before the hire period commences.
  - h) not sublet or hire the camper trailer to any other person.
  - i) not transport the camper trailer on beaches, through salt water, on non-public roads or off formed roads (e.g. cross country).
  - j) keep one copy of this agreement available throughout the hire period for the producing on demand to any police officer.
- 33) The Hirer is liable to pay for:
  - a) any parking, speed camera or traffic fines.
  - b) the replacement cost of any lost or damaged keys, maps, tool kits, camper trailer locks, GPS or camping accessories.
  - c) the cost of repairing any punctures or replacing damaged tyres.
  - d) the full hire charge applicable for the duration of the hire as documented on the fees and charges schedule of this agreement, notwithstanding any early return of the camper trailer.



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**Mechanical Repairs:**

- 34) Any problems encountered with the camper trailer must be reported to the owner within twenty-four (24) hours of the occurrence of the problem.
- 35) The Hirer may arrange for repairs to a maximum of \$150 without authorisation, and the Owner will reimburse the Hirer upon return of the camper trailer unless it is found that the damage was caused by the Hirer.
- 36) Any repairs over \$150 must be authorised by the Owner.
- 37) If the Hirer suffers a puncture the Hirer may use to puncture repair kit provided to get them to the nearest certified tyre repair shop, the Hirer will have repaired, at the Hirer's cost, the tyre without recourse to the Owner.

**Accidents:**

- 38) If the Hirer has an accident which may or may not involve damage to a third party, telephone contact must be made immediately with the Owner.
- 39) If the camper trailer can be transported safely and legally then the Owner will authorise the Hirer to take the camper trailer to the nearest garage where an assessment will take place by a qualified mechanic. There is no obligation on the part of the Owner to cover costs incurred by the Hirer.
- 40) If the camper trailer is damaged and unable to be transported legally then the agreement herein is terminated and there will be no refund on the rental or any monies paid.
- 41) If the camper trailer, camping accessories or any third party has suffered damage or loss the owner will make an assessment of the monetary value of such damage or loss and, under advice to the hirer, will process the security bond voucher for the required amount.
- 42) The camper trailer, camping accessories and GPS must be returned by the Hirer to the Owner at the Hirer's cost.
- 43) If the Hirer wishes to enter into a further rental agreement for a replacement camper trailer such agreement will be on fresh terms and conditions as if it was a new agreement with a new bond and hire costs payable. The Owner is under no obligation to enter into a new agreement.
- 44) The Hirer is responsible for all costs associated with arranging and booking alternative transport for the remainder of their travel within New Zealand. There will be no expectation that the owner will arrange or provide replacement transport or be liable for any other travel or holiday costs.
- 45) These provisions apply regardless of the cause of the accident or whose fault it was.

**General Clauses:**

- 46) Entire Agreement. This Rental Contract and any schedules attached hereto constitute the entire agreement between the parties to this Rental Contract pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Rental Contract except as specifically set forth herein.
- 47) The owner accepts no responsibility or liability, except for it's obligations under this agreement for any costs, expenses, damages (including any damages for loss of enjoyment) or any other liabilities resulting from any damage to the camper trailer or accessories (whether accidental or otherwise), breakdown or any other failure of the camper trailer or accessories, irrespective of whether the Owner was in any way at fault.
- 48) All of the schedules attached to this Rental Contract are incorporated by reference and are deemed to be part of this Rental Contract.
- 49) If any of the provisions of this Rental Contract are determined to be invalid, illegal or otherwise unenforceable, in whole or in part, for any reason, by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall continue in full force and effect and shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- 50) Governing Law. This Rental Contract shall be governed by and construed in accordance with the laws of New Zealand and the parties hereby attorn to the jurisdiction of the courts of New Zealand.
- 51) IN WITNESS WHEREOF the parties hereto have executed this Rental Contract on the date first above written. The Hirer has read this agreement and acknowledges the following:
  - a) That the contract is governed in all respects by the law of New Zealand.
  - b) That any legal action arising out of this contract shall be litigated only in the appropriate court having jurisdiction in New Zealand.
  - c) That I fully understand and agree to the effects of this agreement and my obligations therein.
  - d) That I authorise the Owner to debit my credit card with any charges arising out of the agreement.
  - e) That I acknowledge my liability for full payment of the hire period in the event that I voluntarily return the camper trailer early.
  - f) That my drivers licence produced is legally enforceable and current in the country of issue and has not been revoked, cancelled or expired in any way and is rated for the type and size of camper trailer hired.

[OWNER]:

[HIRER]:

DATE:

\_\_\_\_\_