

## TERMS AND CONDITIONS

This Site is owned and operated by TH2connect LP NZBN 94 290 458 821 35, Transport Service Licence Number 0317722 (SHAREaCAMPER)

By using this Site and in consideration of SHAREaCAMPER providing you with access to this Site, you agree to the following Terms which govern your access to, and use of, this Site. You will be asked to confirm your acceptance of the Terms when registering to the SHAREaCAMPER Site.

These Terms are effective as of 1 January 2017 and supersede all previous versions of these Terms. SHAREaCAMPER can vary or replace these Terms from time to time by publishing a new version on the Site. You will be asked to confirm your acceptance of the Terms as varied each time you enter into a Rental Agreement. Unless agreed otherwise in writing, no variation to the Terms will change the operation of Part C in relation to a Rental Agreement already entered into at the time the variation is notified.

These Terms consist of:

**Part A** – Definitions;

**Part B** – User Agreement between SHAREaCAMPER and each registered User (Owner and Traveller);

**Part C** – Rental Agreement Terms.

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## PART A – DEFINITIONS

### DEFINITIONS

These definitions apply to Parts A, B and C of the Terms.

**Accident** means a mishap or series of mishaps involving the Vehicle that is unintentional and unexpected by you and arises from a single event.

**Actual Rental Period** means the period beginning at the time the Traveller takes delivery of the Vehicle (Pick-up Date) and ending when the Vehicle is returned to the Owner (Drop Off Date) or when the hiring of the Vehicle is otherwise terminated in accordance with **clauses 37 and 38**, whichever occurs first.

**Administration Fee** means a fee that is charged at SHAREaCAMPER's discretion and is set at NZD 65.

**Agreed Rental Period** means the period of rental specified in the Booking Details.

**Authorised Driver** means the Traveller or any drivers that are specified as authorised drivers of the Vehicle in the Handover Report.

**Accession:** In accordance with the Personal Property Securities Act (PPSA): "goods that are installed in, or affixed to, other goods".

**Bond Saver Package** means the package offered by SHAREaCAMPER when renting a Vehicle through the platform including cover under SHAREaCAMPER's Fleet Insurance Policy, roadside assistance and liability reduction in form of a reduced Security Bond amount.

**Bond Saver Package Bond Amount** is the Security Bond payable under the Bond Saver Package.

**Booking Details** means the accepted Booking Request, based on the Camper Profile, submitted through use of the Site by both the Owner and the Traveller

which proposes the rental of the Vehicle to the Traveller, and includes any amended details. Booking Details includes all information provided in the Camper Profile.

**Booking Fee** means a fee equal to 10% of the Rental Charges (payable by the Traveller).

**Booking Request** means the request by the Traveller to the Owner of the Vehicle to rent the Vehicle over a booking request specified period. The Booking Request forms the basis of the Booking Details and includes any communication during the Booking Request process.

**Camper Profile** means the webpage on the platform describing the Vehicle (for example: campervan, motorhome, caravan, vehicle with roof top tent, fifth wheeler) and outlining Vehicle specifications and if applicable owner specific rental terms.

**Cancellation Fee (Owner)** means the fee charged to the Owner for cancelling the booking. It is calculated and charged in accordance with **clause 13**.

**Cancellation Fee (Traveller)** means the fee charged to the Traveller for cancelling the booking. It is calculated and charged in accordance with **clause 13**.

**Cancellation Cap** means the maximum amount, being NZD 5,000, upon which the Service Fee is calculated which is payable by the Owner to SHAREaCAMPER pursuant to **clause 10.1 (c)** if the Owner terminates or cancels the Rental Agreement before the Vehicle is delivered to the Traveller.

**Charge/Km** means NZD 0.35 per km in accordance with **clause 36.1**.

**Cleaning Fee** means the preset amount the Owner may choose to charge for the cleaning of the Vehicle upon return. This is set at a maximum of NZD 250.

**Condition Report** means the Owner's report on the condition of the Vehicle prior to delivering the Vehicle to the Traveller. It is included within the Handover Report and records all accessories, Damage and missing parts and components.

**Consumer Requirements** means any applicable laws, regulations, or regulatory guidance, including the conditions of any licence under such laws, which apply to the letting of Vehicles on hire to a consumer and includes the Land Transport Rule: Operator Licensing 2007 and including any specific requirements set out in the Booking Details and Rental Agreement.

**Credit Card Fee** means the nonrefundable credit card processing fee charged to SHAREaCAMPER by its third-party payment handling provider and being on-charged to the Traveller.

**Damage** includes, but is not limited to:

(a) scratches;

(b) dents;

(c) damage to, or loss of, any Vehicle components or accessories supplied with the Vehicle; and

(d) deterioration in the Vehicle's condition or value (other than through normal wear and tear and depreciation).

**Driver Error** means the source of the Damage caused to the Vehicle is not based on Vehicle Failure but on the conduct of the Traveller and / or Authorised Driver (e.g. accident, bogged vehicle, incorrect fuel, etc.).

**Drop Off** means the time, place and date of the last day of the agreed Rental Period.

**Drop Off Location** means the location (if any) specified in the Booking Details, and if no location is specified, the same location at which the Traveller took delivery of the Vehicle.

**Drop Off Time** means the day and time agreed upon between the Owner and the Traveller upon which the Vehicle has to be returned to the Drop Off Location.

**Excess Kilometre Charge** means the amount calculated in accordance with **clause 36.1** for kilometers driven in excess of the Odometer Allowance specified in the Booking Details.

**Extra Cancellation Fee (Owner)** means the fee charged to the Owner in the event that they cancel a booking due to a willful or grossly negligent default (e.g. mix up of pick-up location or dates, sale of vehicle, etc.). The so named fee is calculated and charged in accordance with **clause 13** and is in addition to the Standard Cancellation Fee. The maximum amount charged under the Extra Cancellation Fee clause is NZD 750.

**Fleet Insurance Policy / Group Policy** means any group insurance policy, purchased at SHAREaCAMPER's discretion, to provide Vehicle insurance protection (limits and excess apply).

**Handover Report** means the report to be fully completed by the Traveller and Owner at pickup and drop off of the Vehicle and signed by both Parties.

**Late Rental Charge** means the charges payable by the Traveller to the Owner when the Vehicle is not returned on or before the drop off date return time as agreed in the Handover Report.

**Liability Reduction Amount** means the amount paid under the Bond Saver Package according to the Vehicle value, which reduces the bond to NZD 500. The applicable Liability Reduction Amount can be found on the Site.

**Licence** means any licence or regulatory approval that the Owner is required to hold under these Terms as specified in the Booking Details.

**Maximum Additional Cleaning Fee** means the maximum amount chargeable in the event that the Vehicle is returned in a state that is below what the Owner could reasonably expect and is not covered by the Cleaning Fee. This is set at a maximum of NZD 250.

**Odometer Allowance** means a number of kilometres specified as "Odometer Allowance" in the Booking Details for a Vehicle to be used under a Rental Agreement without incurring any Excess Kilometre Charge.

**Owner** means the User of the platform specified as the Owner of the Vehicle in the Booking Details.

**Owner's Nominated Account** means the account with a bank or an authorised deposit-taking institution specified by the Owner upon registration as a User for the receipt from SHAREaCAMPER of Rental Charges and other amounts due to the Owner under a Rental Agreement including any substitute account nominated by the Owner using the Site.

**Pick up** means the time, place and date of the first day of the agreed Rental Period.

**Pick up Location** means the location (if any) specified in the Booking Details or as agreed upon between the Owner and the Traveller.

**Pick up Time** means the day and time agreed upon between the Owner and the Traveller upon which the Vehicle has to be picked up.

**PPSA** means Personal Property Securities Act 1999.

**PPS Register** means the Personal Property Securities Register established under the PPSA.

**Privacy Policy** means SHAREaCAMPER's Privacy Policy as amended from time to time and as available at the Site.

**Proceeds** has the meaning given in the PPSA (which generally means personal property that is derived directly or indirectly from dealing with, or an insurance payment for, the Vehicle).

**Relevant Collateral** means "collateral" (as defined in the PPSA) which is the subject of a Security Interest, if any, granted under the Rental Agreement (this will usually be the Vehicle).

**Rental Agreement** means the agreement upon which the Vehicle is rented to the Traveller as described in the relevant Booking Details by the Owner (own Licence) or SHAREaCAMPER (the Owner using SHAREaCAMPER's Licence). The Rental Agreement needs to be provided by the Owner and signed by the Traveller and Owner, on SHAREaCAMPER's behalf if the Owner is using SHAREaCAMPER's Licence.

**Rental Charges** means the amounts specified as rental charges in the Booking Details, which may include the Rental Fee of the vehicle as well as any associated items, e.g. bike rentals and the Cleaning Fee.

**Security Bond** means the amount charged to the Traveller's credit card as set out in the Booking Details and held as cover for potential Damages to the Vehicle during the rental (excluding general wear and tear and mechanical issues).

**Security Interest** has the meaning given in the PPSA (which generally means an interest in personal property provided for by a transaction that secures payment or performance of an obligation and which can also include certain leases of goods).

**Service Fee** means the fee so named which is calculated and charged to the Owner in accordance with **clauses 10**.

**Services** means the provision of a peer to peer platform (on the Site) which facilitates:

- (a) the introduction of prospective Travellers and Owners of Vehicles;
- (b) entry into Rental Agreements;
- (c) the provision of limited payment collection services by SHAREaCAMPER in relation to Rental Agreements; and
- (d) the provision of associated services, as determined by SHAREaCAMPER from time to time.

**Short Term Hiring** means a bailment, hiring or lease of goods which does not give rise to a Security Interest for example, because the Agreed Rental Period for the Vehicle is less than one year.

**Site** means the website or mobile application operated under the SHAREaCAMPER brand by SHAREaCAMPER.

**Soiling Fee** means the amount chargeable in the event that the toilet and wastewater tank (if applicable) have not been emptied on return of the vehicle

in accordance with **clause 35.5** and / or that the Vehicle is returned in such a soiled state that is below what the Owner could reasonably expect and handle by themselves and is not covered by the Cleaning Fee and Maximum Additional Cleaning Fee. This is set at a maximum of NZD 250.

**Standard Cancellation Fee (Owner)** means the fee charged to the Owner in the event that they cancel a booking. The so named fee is calculated and charged in accordance with **clause 13**.

**Standard Package** means the package offered by SHAREaCAMPER when renting a vehicle through the platform including cover under SHAREaCAMPER's Fleet Insurance Policy and roadside assistance

**Standard Package Bond Amount** is the Security Bond payable under the Standard Package. It is based on the Vehicle Value Tier.

**Terms** means these terms comprising - Part A (Definitions), Part B (User Agreement between SHAREaCAMPER and each User (Owner and Traveller)), and Part C (Rental Agreement Terms).

**Traveller** means the User specified as the renter of the Vehicle in the Booking Details.

**Traveller's Nominated Account** means the account specified by the Traveller upon registration as a User for payment of Rental Charges and other amounts payable by the Traveller under a Rental Agreement or these Terms including any Processing Fees, including any substitute account nominated by the Traveller using this Site.

**Traveller's Tax Invoice** means the invoice outlining all Rental Charges, the Booking Fee, the Credit Card Fee and Fees for the Standard or Bond Saver Package.

**Users** means any Owner or Traveller or person that accesses or uses the Site.

**Vehicle** means the Vehicle described in the Booking Details and includes its parts, keys, remote opening devices, owner's manual, service records, and any components or accessories supplied with the Vehicle whether or not they are physically attached to the Vehicle.

**Vehicle Failure** means Damage to the Vehicle occurring due to mechanical issues and / or general wear and tear (e.g. engine failure, failure of cooling system, steering issues, etc.) and not caused by the Traveller and / or Authorised Driver.

**Vehicle Value Tier** means the market value of the Vehicle as specified by the Owner.

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## **PART B - USER AGREEMENT BETWEEN SHAREaCAMPER AND EACH USER (OWNERS AND TRAVELLER)**

Part B contains the terms of the Services supplied by SHAREaCAMPER to Users. By accessing the Site, the Users agree to comply with these terms.

### **1. SHAREaCAMPER INTRODUCTION**

1.1 Thank you for choosing SHAREaCAMPER. The Site provided by SHAREaCAMPER connects User, who are seeking to rent out a Vehicle, with User, who are seeking to rent a Vehicle. Related services (for example, but not limited to, payment handling) are provided to the User by SHAREaCAMPER.

1.2 SHAREaCAMPER provides customer service to each User to assist in making the SHAREaCAMPER experience a good one - following the vision "Connect

Explorers, Change Lives". Each User is asked to carefully read these Terms and contact SHAREaCAMPER's customer service if questions should arise.

### **2. APPLICATION**

2.1 These Terms apply to all Services supplied by SHAREaCAMPER to Users.

2.2 All other terms and conditions, express or implied, present or historic (including any statements made in any brochure, Site or advertising literature of SHAREaCAMPER) are excluded, except as required by law.

### **3. USER CONDUCT**

3.1 Each User agrees not to:

- (a) use the Site in breach of any applicable laws or regulations;
- (b) use the Site for any commercial purposes other than supplying or obtaining Vehicles on hire;
- (c) use the Site to make contact with Travellers or Owners for the purpose of creating bookings of the Vehicle bypassing the Site by renting out the Vehicle privately or through another site;
- (d) use the Site to harm, abuse, harass, stalk, threaten or otherwise offend others;
- (e) interfere with, disrupt, or create an undue burden on the Site;
- (f) upload, post, transmit or otherwise make available any material that:
  - (i) is not the User's original work, or which may infringe the intellectual property or other rights of another person;
  - (ii) is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
  - (iii) includes an image or personal information of another person unless the User has their consent;
  - (iv) the User knows or suspects, or should reasonably know or suspect, to be false, misleading or deceptive;
  - (v) contains large amounts of untargeted, unwanted or repetitive content; or
  - (vi) contains financial, legal, medical or other professional advice.

3.2 Without limiting the above, each User agrees that they will not and will not allow any third party to:

- (a) use any method or process (including data scraping, web-bots, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repacking the content of the Site;
- (b) use, obtain, or attempt to obtain from the Site, information in order to identify or discover pricing, underwriting, rating and related business methodology or systems; or

(c) do anything which will or may damage, disrupt access to, or interfere with, the proper operation of the Site.

3.3 SHAREaCAMPER reserves the right to block or suspend any User of the Site, and to modify or remove any material uploaded, posted, transmitted or otherwise made available on the Site by any User, without notice.

3.4 By uploading, transmitting, posting or otherwise making available any material via the Site, each User grants SHAREaCAMPER a non-exclusive, worldwide, royalty-free, perpetual licence to use, reproduce, edit and exploit the material in any form and for any purpose, and unconditionally waives all moral rights.

3.5 SHAREaCAMPER is not responsible for, and accepts no liability with respect to, any material uploaded, posted, transmitted or otherwise made available on the Site by any person other than SHAREaCAMPER. SHAREaCAMPER does not endorse any opinion, advice or statement made by any person other than SHAREaCAMPER.

3.6 Each User agrees to indemnify SHAREaCAMPER, its Related Bodies Corporate and each of the officers, employees, agents, contractors, suppliers and licensors of SHAREaCAMPER and its Related Bodies Corporate in respect of any liability, loss or damages (including all legal and other costs on a full indemnity basis) suffered or incurred by them arising (in whole or part) out of the breach of, or failure to comply with, any of these Terms, or any other default or wrongful conduct in relation to the subject matter of these Terms, on the part of the User or any of the User's representatives, or, in the case of a Traveller, any of Traveller's Authorised Drivers.

#### 4. USE OF THE SITE

4.1 At the time of first use of the Site, each User warrants that they are at least 18 years of age and that the provided date of birth is correct.

4.2 By using the Site, each User acknowledges that SHAREaCAMPER may not necessarily be a party to any Rental Agreement.

4.3 In order to advertise a Vehicle for hire or make a booking on the Site, each User must create a user profile (profile) on the Site. Each User is only permitted to create one profile on the Site and may only do so using accurate personal information.

4.4 Each User may log into the Site using the User's Profile details or by using log in details from supported social media accounts.

#### 5. LINKING AND THIRD-PARTY CONDUCT

5.1 Each User agrees not to link to, frame or mirror any part of the Site without SHAREaCAMPER's prior written authorisation.

5.2 The Site may contain links to or display the content of third parties (Third Party Content), including links to websites operated by other organisations and individuals (Third Party Websites). Third Party Content and Third Party Websites are not under the control of SHAREaCAMPER. SHAREaCAMPER does not endorse, approve or make any warranty or claim regarding Third Party Content, Third Party Websites or the products, services or information available on any Third Party Website, or in respect of the owner or operator of a Third Party Website or their conduct. Each User agrees that if it uses or relies upon content of Third Party Websites, it does so solely at its own risk.

5.3 The Site may contain advertisements for third parties' goods and/or services. The Third Party advertisers are responsible for the accuracy of all representations made in those advertisements. Neither SHAREaCAMPER nor its officers, directors, employees or agents recommend or endorse the goods

or services that may be advertised on the Site, nor do they offer the goods or service for sale or make any other representation whatsoever about them. If a User purchases any product or service advertised by a third party on the Site, the User does so at the User's risk.

#### 6. PRIVACY AND ELECTRONIC DELIVERY CONSENT

6.1 By using the Site, each User agrees to the collection, use and disclosure of personal information as described in SHAREaCAMPER's Privacy Policy ([www.shareacamper.co.nz/privacy](http://www.shareacamper.co.nz/privacy)).

6.2 By using the Site, each User agrees to the delivery of documents (including the Booking Details, Rental Agreement and Handover Report) and other communications by electronic means.

#### 7. ADVERTISEMENTS AND BOOKINGS

##### Advertisements

7.1 Owners may advertise Vehicles for hire on the Site.

7.2 Each Camper Profile must:

- (a) be accurate and not misleading;
- (b) comply with Consumer Requirements and other applicable legislation; and
- (c) comply with these Terms.

7.3 Despite **clause 7.2**, each Owner is liable for and bears all risk associated with the content (including descriptions, availability and Rental Charges) contained in the Owner's advertisement of a Vehicle.

##### Booking Request to rent a Vehicle

7.4 Each Owner must respond to a Booking Request from a potential Traveller within two days of receipt of the Booking Request. Failure to respond within this timeframe will result in the Booking Request automatically expiring.

7.5 An Owner may accept or reject a Booking Request.

7.6 Upon acceptance of a Booking Request:

- (a) If the Owner **does not** hold the required Licences to rent out motor vehicles in New Zealand,
  - (i) SHAREaCAMPER will be taken to have entered into a Rental Agreement with the Traveller in accordance with the terms set out in Part C and the Booking Details;
  - (ii) the Traveller is liable to pay to SHAREaCAMPER the Rental Charges, the Booking Fee (to cover, amongst other things, SHAREaCAMPER services), the cleaning fee, the Credit Card Fee and the Standard or Bond Saver Package Fee.
- (b) If the Owner **does hold** their own Licence to rent out motor vehicles in New Zealand,
  - (i) The Owner will be taken to have entered into a Rental Agreement with the Traveller in accordance with the terms set out in Part C and the Booking Details;
  - (ii) The Traveller is liable to pay SHAREaCAMPER the Booking Fee; and
  - (iii) SHAREaCAMPER will charge to the Traveller's Nominated Account:

(A) The Rental Charges and the preset Cleaning Fee on behalf of the Owner; and

(B) The Booking Fee, Standard of Bond Saver Package Fee and Credit Card Fee on its own behalf.

#### 7.7 Payout of Rental Charges and Cleaning Fee

(a) If the Owner **does not hold** the required Licences to rent out motor vehicles in New Zealand,

(i) SHAREaCAMPER will pay the Cleaning Fee and Rental Charges to the Owner, taking the provisions of **clause 11** into account, on the following basis:

(A) The Rental Charges will be paid to the Owner after the Vehicle has been delivered to the Traveller. The payout will be made usually seven (7) days following the return of the Vehicle. E.g. the Owner will be paid out for a Vehicle returned on the 5th of October on the 12th of October.

(B) SHAREaCAMPER's Fees, e.g. the Service Fee, and any other deductions, e.g. the GST amount SHAREaCAMPER may be required to include in the Rental Charge, outstanding invoices payable by the Owner, etc. will be deducted from the payout amount.

(ii) The Security Bond will be held by SHAREaCAMPER on its own behalf. **Clause 8** and all of its clauses do not apply.

(b) If the Owner **does hold** their own required Licence to rent out motor vehicles in New Zealand,

(i) SHAREaCAMPER will collect and hold the Rental Charges on behalf of the Owner and will only release the Rental Charges to the Owner once the Vehicle has been delivered to the Traveller. The will be made usually 7 days following the return of the Vehicle. (e.g. the Owner will be paid out for a Vehicle returned on the 5th of October on the 12th of October)

(ii) SHAREaCAMPER's Fees, e.g. the Service Fee, and any other deductions, e.g. outstanding invoices payable by the Owner will be deducted from the payout amount.

(iii) The Security Bond will be processed in accordance with **clause 8**

7.8 If the Rental Agreement is cancelled before the Vehicle is delivered to the Traveller, clause 13 applies.

7.9 SHAREaCAMPER may, at its sole discretion, require any User to submit to an external identity verification process conducted by a third party service provider. The results or outcome of the verification do not constitute an endorsement of the User by SHAREaCAMPER, or a warranty as to the User's identity, character or credit worthiness.

#### Booking Request and Security Bond Payment

7.10 The Traveller agrees that SHAREaCAMPER is entitled to retain the details of the Credit Card in accordance with the privacy policy and to take any action to recover from the Credit Card the amounts due by the Traveller pursuant to these Terms. The Traveller expressly and irrevocably authorises SHAREaCAMPER to charge to the Credit Cards all amounts payable by the Traveller under these Terms. These payments can be recurring and will be advised by SHAREaCAMPER to the Traveller via email notification or tax invoice uploaded in the User profile.

#### Replacement Vehicles

7.11 SHAREaCAMPER may, at its sole discretion, offer a replacement vehicle to a Traveller where a Rental Agreement has not proceeded as booked or a Vehicle cannot be used. Such replacement vehicles will be provided to the Traveller on separate rental terms.

7.12 In the event of a cancellation by the Owner of the campervan, SHAREaCAMPER will attempt to find a replacement vehicle on its own platform. If this is not successful, SHAREaCAMPER will assist in searching for a replacement vehicle on their competitor's platforms. In the event that, having shown good faith in attempting to source a replacement vehicle, no suitable replacement vehicle can be sourced, SHAREaCAMPER cannot be held liable to provide further material or financial redress to the Traveller.

7.13 In the event that no replacement vehicle can be offered by SHAREaCAMPER, the Traveller hereby fully and effectively indemnifies and agrees to keep indemnified SHAREaCAMPER, its employees, agents and contractors and the Owner (each an Indemnified Party) against every additional costs that might have arisen due to the non-proceeding of a Rental Agreement.

#### Extension of Bookings

7.14 The Owner must ensure that the details stated on Booking Details and the Handover Report accurately reflect the Rental Agreement with the Traveller.

7.15 A Rental Agreement may be extended with the agreement of the Owner, SHAREaCAMPER, and the Traveller. If a Rental Agreement is extended, both the Owner and the Traveller agree to record the extension on the Site.

7.16 Once both the Owner and the Traveller have confirmed the extension: (a) SHAREaCAMPER will re-issue new Booking Details reflecting the updated Rental Agreement; and (b) Any additional Rental Charges, Security Bond, and Service Fee, will be processed by SHAREaCAMPER in accordance with the relevant provisions of these Terms.

### 8. SECURITY BOND

8.1 **Clause 8** with **clauses 8.2 to 8.8** is only applicable if SHAREaCAMPER is managing the Security Bond and the Owner holds all required certifications in accordance with **clause 19.5**.

8.2 The Booking Details will specify a Security Bond amount, based on the Package selected by the Traveller (Standard Package or Bond Saver Package) which may be applied towards satisfaction of outstanding liabilities of the Traveller to the Owner or SHAREaCAMPER. The Security Bond will be charged in the currency applicable in the campervan location. The exchange rate of the third-party payment provider will be applied. Exchange rate fluctuations can affect the security bond amount.

(a) If the Bond Saver Package was not selected by the Traveller, the Security Bond will be according to the Standard Package and up to NZD 5,000.

(b) If the Bond Saver Package was selected by the Traveller, the Security Bond will be NZD 500.

8.3 Upon entering a Rental Agreement or amending a Rental Agreement, the Traveller under the Rental Agreement authorises SHAREaCAMPER expressly and irrevocably to collect the Security Bond by charging the amount of the Security Bond to the Traveller's Nominated Account. These payments can be recurring and will be advised by SHAREaCAMPER to the Traveller via email notification or tax invoice uploaded in the User profile. If the charge to the

Traveller's Nominated Account is not possible or is dishonoured or otherwise rejected, SHAREaCAMPER will immediately notify the Owner and the Rental Agreement will be terminated.

8.4 SHAREaCAMPER will hold the Security Bond in an escrow account with an audited, third party payment provider on trust for the Owner and will pay it:

- (a) to the Owner, in whole or partial satisfaction of the Traveller's obligations to the Owner in accordance with the Owner's directions based upon the Traveller's obligations to the Owner under the Rental Agreement and these terms, for example to cover for costs incurred from Damages to the Vehicle (interior or exterior); or
- (b) to SHAREaCAMPER's account, in whole or partial satisfaction of the Traveller's obligations to SHAREaCAMPER based upon the Traveller's obligations under the Rental Agreement and these terms, for example for costs incurred from a roadside assistance service based on Driver Error; or
- (c) back to the Traveller in accordance with **clause 8.5**.

8.5 If:

- (a) within 7 days after expiry of the Rental Agreement, SHAREaCAMPER holds all or any part of the Security Bond in accordance to **clause 8** and all invoices in regards to open damage claims and possible disputes have been received and settled; or
- (b) the Rental Agreement is terminated before the delivery of the Vehicle to the Traveller,

SHAREaCAMPER will repay the Security Bond in full to the Traveller, less any amounts applied towards satisfaction of the Traveller's obligations to the Owner or SHAREaCAMPER under **clause 8.4**. In a case where a damage claim / insurance claim is still ongoing or further repair invoices to settle the damage claim are expected, all or any part of the Security Bond will only be repaid to the Traveller once the damage claim / insurance claim is settled and all invoices related to that claim have been received.

8.6 Without any obligation to do so, SHAREaCAMPER may request any evidence or information it reasonably requires in order to determine whether the Owner's directions for payment of the Security Bond are consistent with the respective rights and obligations of the Owner and Traveller under the Rental Agreement and SHAREaCAMPER may decline to act on such direction if such evidence or information is not provided or SHAREaCAMPER is otherwise not satisfied that the Owner's direction is supported by rights and obligations of the Owner and Traveller under the Rental Agreement.

8.7 Despite **clause 8.6**, each User agrees that SHAREaCAMPER has no liability to any party for acting in accordance with the Owner's directions for payment of a Security Bond.

8.8 The Owner indemnifies SHAREaCAMPER against all costs, charges, expenses and legal costs incurred by SHAREaCAMPER in relation to the payment of the Security Bond.

## 9. RELATIONSHIP

9.1 **Commitment:** SHAREaCAMPER and the Owner are committed to working together to foster open communication, a commitment to quality and maintaining a professional relationship during the Agreement.

9.2 Each Owner bears full responsibility for compliance with the Owner's tax obligations, including with respect to GST and income tax on Rental Charges and each Owner indemnifies SHAREaCAMPER for any loss, cost, expense

suffered or claim made against SHAREaCAMPER, concerning the Owner's failure to meet the Owner's tax obligations.

9.3 SHAREaCAMPER may obtain, and make available, the benefit of an insurance policy to a User in relation to a Rental Agreement on terms and conditions set out in the Booking Details.

9.4 If the Owner **does not hold** the required Licences to rent out motor vehicles in New Zealand:

(a) **Appointment:** SHAREaCAMPER appoints the Owner, and the Owner accepts that appointment, to provide the Vehicle to SHAREaCAMPER for the purposes of resupply through SHAREaCAMPER's rental service, on these Terms and the specific Rental Agreement.

(b) **Dependency:** SHAREaCAMPER intends to enter into Rental Agreements. The Owner will be consulted by SHAREaCAMPER in relation to the commitments SHAREaCAMPER will make to Travellers in connection with the Rental Agreements in relation to the Vehicle, and the Owner acknowledges that SHAREaCAMPER is dependent on the Owner to provide the Vehicle and otherwise comply with the Vehicle Owner's obligations under the Rental Agreement so that SHAREaCAMPER can meet its obligations under the Rental Agreement relating to the Vehicle.

(c) **Back-to-back provisions:** Unless agreed otherwise, in these Terms or the specific Rental Agreement, the Owner will perform all obligations of SHAREaCAMPER as stated under the Rental Agreement. The Owner won't do, or omit to do, anything which will result in SHAREaCAMPER being in breach of their sub-contractual obligations within the Rental Agreement, its Licences or any applicable laws.

(d) **Further assurances:** The Owner must sign, execute and complete all deeds, schedules, acts, documents and things as may be reasonably required by SHAREaCAMPER to ensure that:

(i) the Owner provides the Vehicle, and performs all of their obligations, on a "back-to-back" basis consistent with SHAREaCAMPER's obligations under the Rental Agreement; and

(ii) SHAREaCAMPER complies, and is able to comply, with all of its obligations under the Rental Agreement. This includes the Owner performing their obligations in a timely fashion so that SHAREaCAMPER is able to meet its timing requirements under the Rental Agreement.

(e) The Owner indemnifies SHAREaCAMPER against all costs, charges, expenses and legal costs incurred by SHAREaCAMPER in relation to not providing the Vehicle in a road worthy condition in accordance to **clause 30** and especially in relation to mechanical issues in accordance to **clause 32.4 (b)**.

9.5 If the Owner **does hold** the required Licences to rent out motor vehicles in New Zealand:

(a) Each User acknowledges that except as provided for in **clause 9.5 (b)**, SHAREaCAMPER does not, and will not at any time in the future, act as an agent for any User.

(b) Each Owner appoints SHAREaCAMPER as its settlement agent to collect and remit to the Owner net of its Service Fee, payment of the Security Bond and other amounts owing under each Rental Agreement to which the Owner is a party by charging the Traveller's Nominated Account of each relevant Traveller in accordance with the payment terms of the Rental Agreement.

For this purpose, SHAREaCAMPER's role does not include the recovery of payment where an attempt to charge the Traveller's Nominated Account is declined for any reason by the Traveller's financial institution. In these circumstances, SHAREaCAMPER's role is limited to providing such information as the Owner reasonably requires to enforce the Traveller's payment obligations under the Rental Agreement.

9.6 In the event an Owner does not act in accordance with **clause 3.1 (c)**, the Owner agrees to pay SHAREaCAMPER a compensation for lost bookings of NZD 150.

## 10. SERVICE FEE

10.1 Each Owner is liable to pay a Service Fee to SHAREaCAMPER under each Rental Agreement to which the Owner is a party, payable:

(a) at or before the time the Vehicle is delivered to the Traveller under the Rental Agreement, or, if the Vehicle is already in the possession of the Traveller, at the time the Rental Agreement is extended, in which cases the amount of the Service Fee is 15% (inclusive of GST) of the Rental Charges for the Agreed Rental Period or any agreed extended period, as applicable; and

(b) if the Vehicle is not returned on or before the expiry of the Agreed Rental Period or any agreed extended period, at the time of the Vehicle's return or other termination of the Rental Agreement, in which case the amount of the Service Fee for that period is 15% (inclusive of GST) of the Late Rental Charges.

(c) if the Rental Agreement is terminated or cancelled by the Owner due to a willful or grossly negligent default (e.g. mix up of pick-up location or dates, sale of Vehicle, etc.) before the Vehicle is delivered to the Traveller, at the time of termination or cancellation, in which case the amount of the Service Fee is calculated in accordance with **clause 10.1(a)** up to a maximum of the Cancellation Cap.

10.2 The Owner may, but is in no way obliged to, offer the Traveller discounted Rental Charges based on the lengths of the Rental Period. Any discount agreed to does not affect the Service Fee the Owner is liable to pay to SHAREaCAMPER (15% will be calculated based on the non-discounted Rental Charges).

10.3 If the Owner **does not hold** the required Licences to rent out motor vehicles in New Zealand:

(a) SHAREaCAMPER will be paid the Service Fee in respect of a Rental Agreement by retaining the amount of the Service Fees from the Rental Charges or other fees collected by SHAREaCAMPER.

(b) Both parties agree that SHAREaCAMPER will be the only party to issue an invoice in relation to the supply. SHAREaCAMPER will issue the Owner with a buyer created tax invoice as approved by Inland Revenue as SHAREaCAMPER takes the booking for the amount of days required and charges any incidentals ordered via the Site and is therefore in a position to determine the value of the supply. Both the Owner and SHAREaCAMPER will retain a copy of the invoice.

10.4 If the Owner **does hold** the required Licences to rent out motor vehicles in New Zealand:

(a) Each Owner authorises SHAREaCAMPER to collect payment of Service Fees in respect of a Rental Agreement by retaining the amount of the Service Fees from the Rental Charges or other fees collected by SHAREaCAMPER on behalf of the Owner.

## 11. GST

11.1 This section 11 with clauses 11.2 to 11.3 is only applicable if the Owner does not hold the required Licences to rent out their motor vehicles in New Zealand.

11.2 The Rental Charges and the Cleaning Fee the Owner receives from SHAREaCAMPER are calculated GST exclusive. In the event that the supply of the Vehicle to SHAREaCAMPER is a taxable supply on which the Owner is required to account for GST:

(a) SHAREaCAMPER agrees to pay an additional amount equal to the amount of the GST the owner needs to account for a particular booking, provided the Owner provides SHAREaCAMPER with a tax invoice in relation to the taxable supply or a Buyer Created Tax Invoice is prepared by SHAREaCAMPER,

(b) The Owner agrees that if the amount of the Rental Charge is adjusted, the Owner provide SHAREaCAMPER (or SHAREaCAMPER provides to the Owner if a Buyer Created Tax Invoice is prepared) with a debit or credit note, as applicable, reflecting the adjustment that has been made.

11.3 The terms 'taxable supply', 'tax invoice', 'credit note', 'debit note', and 'supply' have the meanings set out in the Goods and Services Tax Act 1985.

## 12. INVESTMENT AND COMMINGLING

12.1 Each Owner agrees that the Rental Charges and the Cleaning Fee held by SHAREaCAMPER under **clause 7** and the Security Bond held by SHAREaCAMPER under **clause 8**:

(a) need not be invested, or, if invested, that the proceeds of such investment may be retained by SHAREaCAMPER; and

(b) may be commingled with other Rental Charges and Security Bond amounts held by SHAREaCAMPER on behalf of other Owners or in respect of other Rental Agreements.

## 13. CANCELLATION

13.1 The Traveller and the Owner may cancel or amend (for example shorten the rental) a Rental Agreement before delivery of the Vehicle to the Traveller in the circumstances set out in the Booking Details.

13.2 If a Rental Agreement is cancelled or amended by the Traveller before the Vehicle is delivered to the Traveller:

(a) the Traveller is liable to pay the Owner the Cancellation Fee in accordance with **clause 13.5**. (The payout to the Owner will happen in the usual payment cycles to Owners)

(b) SHAREaCAMPER will refund to the Traveller any Rental Charges it holds, less

(i) any Cancellation Fee calculated in accordance with the table in **clause 13.5**;

(ii) the booking fee as indicated on the Traveller's tax invoice (non-refundable); and

(iii) the Credit Card Fee as indicated on the Traveller's tax invoice (non-refundable).

(c) The Traveller expressly and irrevocably authorises SHAREaCAMPER to charge to the Credit Cards all amounts payable by the Traveller under these Terms. These payments can be recurring and will be advised by SHAREaCAMPER to the Traveller via email notification or tax invoice uploaded in the User profile.

13.3 If a Rental Agreement is cancelled by the Owner before the Vehicle is delivered to the Traveller:

(a) the Owner is liable to pay SHAREaCAMPER

(i) the Standard Cancellation Fee in accordance with **clause 13.7**;

(ii) the Extra Cancellation Fee in the case of a booking being cancelled by the Owner, due to a willful or grossly negligent default (e.g. mix up of pick-up location or dates, sale of Vehicle, etc.) in accordance with **clause 13.7**. This fee is in addition to the Standard Cancellation Fee under **clause 13.7**; and

(iii) the Booking Fee initially charged to the Traveller and as set out in the Traveller's Tax Invoice in the case of a booking being cancelled by the Owner, due to a willful or grossly negligent default (e.g. mix up of pick-up location or dates, sale of Vehicle, etc.).

The charges will be deducted from the next Owner payout or SHAREaCAMPER can invoice the Owner separately for any outstanding amount.

(b) SHAREaCAMPER will refund to the Traveller the invoiced amount, as shown on the Traveller's Tax Invoice, less the Credit Card Fee;

(c) SHAREaCAMPER will credit the Traveller the Extra Cancellation Fee in form of a credit that can be used for future bookings with SHAREaCAMPER, given according receipts for a replacement vehicle for the same rental period and place as the cancelled booking with SHAREaCAMPER are handed in by the Traveller to SHAREaCAMPER;

(d) SHAREaCAMPER will credit the Standard Cancellation Fee in the form of a credit that can be used by the Traveller for future bookings with SHAREaCAMPER within the next twelve (12) months of the initial Pick Up date. The Standard Cancellation Fee cannot be paid out in cash to the Traveller; and

(e) the Owner Cancellation Fee is calculated in accordance with the table in **clause 13.7**.

#### Extenuating Circumstances for Owner Cancellations

13.4 In the rare instance where extenuating circumstances arise, an Owner may need to cancel a confirmed booking. In such cases SHAREaCAMPER may at its own discretion forgo to apply the Standard and Extra Cancellation Fee. Instances may include, but are not limited to, any of the following that happened shortly prior a planned pick up:

- (a) unforeseeable, verified maintenance requirements of the Vehicle;
- (b) verified accident damage that cannot be repaired or repaired in time;
- (c) late drop off by immediately previous Traveller.

Usage of the Vehicle by a family member for own use after accepting a booking does not qualify as extenuating circumstances.

13.5 Traveller Cancellation Fee - Cancellation Fee Calculation in the event of the Traveller cancelling the booking:

| Cancellation Period<br>(days before pick-up date<br>as per Booking Details) | Cancellation Fee<br>to be paid by the Traveller |
|---|---|
| 90+   | Booking fee                                     |
| 31 to 90  | Booking fee plus 25% of the Rental Charges      |
| 8 to 30   | Booking fee plus 50% of the Rental Charges      |
| 0 to 7 (including by failing to pick up the Vehicle)                        | Booking fee plus 100% of the Rental Charges     |

13.6 The Booking Fee charged by SHAREaCAMPER to the Traveller is nonrefundable in the instance where the Traveller initiates the cancellation.

13.7 Owner Cancellation Fee - Cancellation Fee Calculation in the event of the owner cancelling the booking:

| Cancellation Period   | Cancellation Fee<br>to be paid by the Owner  |
|---|--|
| Standard Cancellation Fee<br>any time before the Pick-up Date | Standard Cancellation Fee: NZD 250   |
| Extra Cancellation Fee<br>> 72 hours before Pick Up           | 50% of additional costs for a replacement vehicle up to a max. amount of NZD 750.00  |
| Extra Cancellation Fee<br>< 72 hours before Pick Up           | 100% of additional costs for a replacement vehicle up to a max. amount of NZD 750.00 |

13.8 The Extra Cancellation Fee is charged at SHAREaCAMPER's discretion only if the Traveller hands in receipts for booking a replacement vehicle for the same rental period and place as the booking cancelled by the Owner due to a willful or grossly negligent default. The maximum amount charged under this clause is NZD 750, the payable amount is at SHAREaCAMPER's discretion.

In this **clause 13.5**, **Pick-up Date** means, in relation to a Rental Agreement:

- (a) if the Rental Agreement has been amended at the request of the Traveller, the first day of the Agreed Rental Period in relation to the first, unamended Rental Agreement; and
- (b) otherwise, the first day of the Agreed Rental Period.

13.9 If an Owner fails to confirm the Pick up Time and / or Pick up Location with the Traveller 24 hours before the Pick up, SHAREaCAMPER can cancel the booking on the Owner's behalf. Cancellation Fees in accordance with **clause 13.3, 13.4, 13.7** and **13.8** will apply.

#### 14. LIMITATION OF LIABILITY

14.1 This Site is provided by SHAREaCAMPER on an 'as is' basis without any express or implied warranty of any kind.

14.2 Subject to clause 14.3, to the extent permitted by law, all other representations, warranties, descriptions and conditions, whether express or implied by law and/or oral or written, as to the state, quality of and the standard of the Services are expressly excluded.

14.3 Nothing in these Terms will affect any rights Users or any other person may have under the Consumer Legislation. However, where the Services are not of a kind ordinarily acquired for personal, domestic or household use and consumption, then the liability of SHAREaCAMPER to Users is limited in accordance with clause 14.4.

14.4 Except where any Consumer Legislation expressly requires otherwise, SHAREaCAMPER's total aggregate liability under any proceedings or law in connection with the Services or these Terms is limited at SHAREaCAMPER's option to the supply of the Services again, or the payment of having the Services resupplied.

14.5 SHAREaCAMPER does not warrant that access to or use of the Site will be uninterrupted or error free or that the Site or any material on or accessible through the Site is free from errors or viruses, worms, Trojan horses, time bomb, cancelbot or other harmful components.

14.6 SHAREaCAMPER does not warrant anything about the reliability, accuracy, completeness, timeliness, suitability, quality, physical state or fitness for a particular purpose of any material on or accessible through the Site;

14.7 SHAREaCAMPER may change any of the material on the Site at any time without notice;

14.8 SHAREaCAMPER makes no commitment to update any material on the Site;

14.9 Each User is responsible for assessing the accuracy, reliability, suitability and accuracy of the material on or accessible through the Site;

14.10 Each User accepts all risks and responsibility for all loss, damage, costs and other consequences resulting from using the Site or the material on or accessible through the Site or arising from entry into a Rental Agreement on the terms set out in Part C;

14.11 Neither SHAREaCAMPER nor any of its officers, directors, employees or agents shall be liable for any loss or damage including without limitation, losses or damages for loss of profits, business interruption, loss of information, indirect, special, punitive or consequential losses or damages arising out of the use of, or inability to use, the material or information available on or accessible through the Site, even if SHAREaCAMPER has been advised of the likelihood of such damages.

## 15. RELEASE AND INDEMNITY

### Release

15.1 By accessing the Site, each User assumes all risks associated with its use, including but not limited to the risk the User's computer, software or data may be damaged by any virus transmitted by the Site or by any Third Party Content or Third Party Website. To the extent permitted by law, all warranties, conditions and claims (whether express or implied) arising out of or in any way connected with the Site are hereby excluded. By accessing the Site, each User agrees to indemnify SHAREaCAMPER for any loss, damage, costs or expenses whatsoever suffered by any person or entity arising out of or in any way connected with the User's access to the Site.

15.2 To the full extent permitted by law, SHAREaCAMPER, its Related Bodies Corporate and officers, employees, sub-contractors and agents of SHAREaCAMPER and its Related Bodies Corporate will not be liable to any User for any special, indirect or consequential damages, including consequential financial loss arising out of access and use of the Site, hire and use of a Vehicle or a Rental Agreement.

### Indemnity by Users

15.3 Each User indemnifies and continues to indemnify SHAREaCAMPER, its officers, employees, sub-contractors and agents from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly, in

respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) in connection with access and use of the Site, hire and use of a Vehicle or a Rental Agreement.

(a) Except as expressly set out in these Terms, or the Consumer Guarantees, SHAREaCAMPER makes no warranties or other representations with respect to the services provided, and any implied warranties or representations are excluded.

(b) Except as expressly set out in these Terms, or the Consumer Guarantees, SHAREaCAMPER, its employees or agents will have no liability to the User for any loss or damage of any kind whatsoever, except where such loss or damage is due to the negligence or willful act or omission of SHAREaCAMPER or its employees or agents.

(c) To the extent permitted by law, SHAREaCAMPER will have no liability under these Terms for any indirect or consequential losses, including loss of profits, business, income or savings.

15.4 The obligation to indemnify SHAREaCAMPER and its officers, employees, sub-contractors and agents set out in clause 15.3 is a continuing obligation, separate and independent of other obligations, and survives the expiration or termination of these Terms.

## 16. INTELLECTUAL PROPERTY

16.1 SHAREaCAMPER and the SHAREaCAMPER logos (Trade Marks) are trademarks of SHAREaCAMPER or its Related Bodies Corporate.

16.2 All material on the Site or otherwise provided to Users in connection with the Services, including the text, information, documents, graphics, logos, design, layout, downloads, pricing, products and services (Content) is owned by or licenced to SHAREaCAMPER.

16.3 Users must not reproduce, transmit, adapt, distribute, sell, modify, publish or store any Content or Trade Marks, in any manner and for any purpose without SHAREaCAMPER's prior written approval, or as permitted by law. All rights of SHAREaCAMPER are reserved.

16.4 Trade marks used on the Site to describe third parties and their products or services are trade marks of those third parties.

16.5 Each Owner grants SHAREaCAMPER and its Related Bodies Corporate a nonexclusive, royalty free licence to use and sublicense all the images and content uploaded by the Owner to the Site for the purpose of advertising Vehicles and otherwise in connection with the provision of the Services, including general marketing and promotion.

16.6 Each Owner indemnifies SHAREaCAMPER against any claim arising from SHAREaCAMPER's use of any content or intellectual property uploaded to the Site, or otherwise provided to SHAREaCAMPER, in performance of the Services.

16.7 Each User must promptly notify SHAREaCAMPER of any relevant third party claim under these Terms or a Rental Agreement and must on request comply with SHAREaCAMPER's reasonable requirements to minimise or avoid further liability and must allow SHAREaCAMPER to conduct any action or settlement negotiations, on reasonable terms.

## 17. REMEDIES CUMULATIVE

The rights, powers and remedies provided to a party under these Terms are in addition to, and do not exclude or limit, any right, power or remedy provided by the law or equity or any agreement.

## 18. SEVERANCE

Any clause in these Terms which is prohibited or unenforceable in will be ineffective to the extent of the prohibition or unenforceability. This will not invalidate the remaining provisions of these Terms nor affect the validity or enforceability of the provision.

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## 19. OWNER – SPECIFIC OBLIGATIONS

### Information

19.1 Each Owner must promptly supply to SHAREaCAMPER all information and assistance required for SHAREaCAMPER to provide the Services.

(a) Each Owner must ensure that the Rental Agreement is completed, signed by the Owner and the Traveller and forwarded to SHAREaCAMPER within 3 days of the Pick Up of the Vehicle.

(b) Each Owner must ensure that the Handover Report is completed, signed by the Owner and the Traveller and forwarded to SHAREaCAMPER within 3 days of the Drop Off of the Vehicle.

(c) Each Owner must ensure that a copy of the signed Handover Report has been provided to the Traveller (a clear photo of each page is sufficient).

(d) Damages discovered by the Owner after the Drop Off must never be added to the completed and signed Handover Report but reported to SHAREaCAMPER separately in accordance with **clause 34.12**.

The Rental Agreement and Handover Report serve as the basis for possible claims. If not completed correctly (detailed and readable), signed by the Owner and the Traveller and handed in according to **clause 19.1 (a)** and **(b)** the claim process might be slowed down or even made impossible.

19.2 Each Owner must ensure that all appropriate safety information is provided and drawn to the attention of Travellers and all others in order to facilitate compliance with **clause 28.1**.

### 19.3 Compliance with laws

Each Owner must ensure its compliance with:

- (a) Consumer Requirements; and
- (b) all tax laws (including reporting and remittance obligations).

### 19.4 Traveller verification

Each Owner must, before delivering a Vehicle to a Traveller, sight the driver's licence of the Traveller and each Authorised Driver and confirm and note down on the Handover Report:

- (a) the date of birth (age) of the Traveller and / or Authorised Driver;
- (b) the details recorded in the Booking Details in relation to each driver's licence; and
- (c) that each such driver's licence is current, valid, and appropriate for the Vehicle-class.

### 19.5 Condition of Vehicle

Each Owner must ensure that:

- (a) each Vehicle is maintained in a safe and roadworthy condition (the owner is responsible for general wear and tear and mechanical issues);
- (b) each Vehicle is in a tidy state and not cluttered with personal items not material to the use of the Vehicle; and
- (c) all applicable legal requirements regarding the roadworthiness of each Vehicle are met, including any particular measures set out in the Booking Details.

(d) The following certifications must be maintained as current, if applicable to the Vehicle:

- (i) Certificate of fitness for motor vehicles
- (ii) Warrant of fitness for trailers and caravans
- (iii) Vehicle licence (rego)
- (iv) Electrical Warrant of fitness (R 77, Electricity (Safety) Regulations 2010)
- (v) Gas appliance compliance (R 75, Gas (Safety and Measurement) Regulations 2010)

Evidence of applicable certifications must be supplied to SHAREaCAMPER upon initial listing of the Vehicle and, thereafter, at the point of certification renewal.

SHAREaCAMPER reserves the right to request proof of compliance and can suspend/unlist any Vehicle that it believes to be unsafe from the Site, without giving prior notice.

## 20. TERMINATION AND SUSPENSION

SHAREaCAMPER may (without prejudice to its other rights or remedies) terminate or suspend all or part of the Services to any User and require immediate payment of all unpaid amounts owing to SHAREaCAMPER in the following circumstances:

- (a) upon a User becoming bankrupt or insolvent or a receiver, insolvency administrator or encumbrancer taking possession of any material part of the User's assets;
- (b) upon SHAREaCAMPER having reasonable grounds for suspecting that an event in clause 20(a) has occurred or will occur; or
- (c) where the User is in breach of these Terms and fails to remedy such breach within a reasonable time (as determined in the sole discretion of SHAREaCAMPER) of receiving notice of the breach by SHAREaCAMPER.

## 21. FORCE MAJEURE

SHAREaCAMPER shall not be liable for any failure to comply with its obligations under these Terms related to any circumstances whatever (whether or not involving SHAREaCAMPER's negligence) which are beyond SHAREaCAMPER's reasonable control and which prevent or restrict SHAREaCAMPER from complying with these Terms. However, SHAREaCAMPER may where reasonable and without liability suspend or terminate all or some of its obligations under these Terms if SHAREaCAMPER's ability to fulfil such obligations is materially impaired.

## 22. OWNERS – VEHICLE INSURANCE

22.1 SHAREaCAMPER maintains, at its own expense, a Fleet Insurance Policy that covers each Vehicle rented through this Site against accidents and third-party liability (limitations and excess apply).

## 23. ROADSIDE ASSISTANCE

Please refer to Appendix 1 to SHAREaCAMPER's Terms and Conditions.

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## 24. TRAVELLERS – LIABILITY REDUCTION

24.1 A Liability Reduction, in the form of the Bond Saver Package, can be selected for the Vehicle at the time of booking or at a time prior to the booking starting. The liability reduction reduces the Traveller's liability to NZD 500 for each incident or claim, for items that are covered with the SHAREaCAMPER Fleet Insurance Policy (limitations apply).

24.2 Whether the Traveller selected the Standard Package or the Bond Saver Package, chattels, aesthetic damage (interior and exterior), any overhead or underbody damage, any damage caused to the Vehicle due to the use of snow chains as well as any damage to tyres by application of brakes or by punctures, cuts or bursts or bursting are only covered when such damage is caused through a sudden, external, accidental and unforeseen singular event vehicular accident.

24.3 Travellers are liable for any cost up to the Security Bond amount stated under the selected Package (Standard Package or Bond Saver Package) for the first incident not caused through a singular event vehicular accident, for:

- (a) repair or replacement of tyres and rims;
- (b) windscreen replacement or damage.

**SHAREaCAMPER STRONGLY RECOMMENDS THAT TRAVELLERS TAKE THE BOND SAVER PACKAGE and ALSO TAKE OUT PRIVATE TRAVEL INSURANCE FOR EVENTS NOT COVERED BY THE PACKAGES.**

## 25. GENERAL

25.1 Notices must be in writing to the address as notified by the parties (as applicable) and are deemed delivered on the day of delivery by hand, (subject to confirmation of transmission) by facsimile, or (subject to the sender not receiving an error message) by email.

25.2 No failure by SHAREaCAMPER to enforce any provision of these Terms will be construed as a release of its rights relating to that provision or to sanction any further breach.

25.3 These Terms are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the Courts of New Zealand. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms or the transactions contemplated by these Terms.

## 26. PAYMENT AND BILLING

26.1 SHAREaCAMPER will issue invoices for amounts owed by the User (Traveller or Owner) to SHAREaCAMPER with a due date of 15 days from invoicing date. The User must pay the invoice on time and in accordance with any instructions on the bill.

26.2 SHAREaCAMPER can, at its own discretion, apply a late payment fee for late payment of invoices issued to the User. Payment of invoices are deemed overdue, if payments are not received within 30 days of the initial invoicing day. The late payment fee is NZD 15 (incl. GST).

26.3 If after 45 days of the initial invoicing day a User has an outstanding debt with SHAREaCAMPER, SHAREaCAMPER has the right to transfer that debt to another party, acting as SHAREaCAMPER's debt recovery agent, who will then have the right to collect that debt from the User.

26.4 Any costs incurred due to debt being collected by another party, for example additional collection costs, will be borne by the User. Where the total debt recovery agency, legal and other costs arising from recovery of any amount owing exceeds the debt recovery fee charged, SHAREaCAMPER's debt recovery agent is also entitled to recover such additional costs from the User. This clause is intended to be for the benefit of and be enforceable by our debt recovery agency under the contracts (Privacy) Act 1982.

26.5 The User indemnifies SHAREaCAMPER against all costs, whether commission, legal fee or otherwise, incurred by SHAREaCAMPER or SHAREaCAMPER's duly authorised agents relating to any moneys, goods and services that may be outstanding from time to time pursuant to the terms of this agreement..

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## PART C - RENTAL AGREEMENT TERMS

Part C contains the terms of the Vehicle Rental Agreement. By agreeing to a Booking Request in relation to a Vehicle (resulting in the Booking Details), all parties agree to comply with the terms in Part C of this document in relation to the letting of the Vehicle.

## 27. RENTAL OF THE VEHICLE

27.1 Subject to payment of the Security Bond under **clause 31**, the Rental Charges under **clause 27.2**, and the Cleaning Fee preset by the Owner, the Owner agrees to supply the Vehicle to the Traveller on hire, and the Traveller agrees to take the Vehicle on hire from the Owner, for the Agreed Rental Period.

27.2 The Traveller agrees to pay the Rental Charges and Cleaning Fee in the amounts specified in the Booking Details and all other amounts the Traveller is liable to pay to the Owner under these Terms, including under **clause 29.1** and **clause 36**. For the purposes of making such payments, the Traveller authorises SHAREaCAMPER to charge or otherwise debit the Traveller's Nominated Account. These payments can be recurring and will be advised by SHAREaCAMPER to the Traveller via email notification or tax invoice uploaded in the User profile. The Rental Charges must be paid in full at the time the Rental Agreement is entered into.

27.3 The description of the camper (Vehicle Description) at the time of the booking becomes part of the rental contract.

- (a) If there are any details that are explicitly stated in the Vehicle Description that contravene this rental contract, e.g. bond amount or insurance coverage provided, the Vehicle Description takes precedence.

27.4 The Traveller acknowledges and agrees that nothing in the Rental Agreement and the Rental Agreement Terms conveys title in the Vehicle and that the Traveller takes delivery of the Vehicle as bailee only.

27.5 The Traveller must return the Vehicle on the day, at the time and to the place specified in the Booking Details.

## 28. TRAVELLER'S OBLIGATIONS

28.1 Each Traveller must ensure that all Vehicles are safely and lawfully stored, maintained and used by the Traveller, while in the Traveller's possession or control. Each Traveller must act in accordance with information provided by the Owner concerning those matters. In the event of an incident the Traveller will inform the Owner of the Vehicle and SHAREaCAMPER immediately. The Traveller must further ensure that:

- (a) all reasonable care is taken in handling and parking the Vehicle and that it is locked when not occupied;
- (b) the water in the radiator and battery, the oil, and the tyre pressures of the Vehicle are maintained at the levels recommended by the manufacturer;
- (c) the Vehicle is only driven by persons nominated as Authorised Drivers;
- (d) each Authorised Driver has, and carries with them, a current and unrestricted driver's license at the time of driving the Vehicle;
- (e) each Authorised Driver complies with the Rental Agreement and the Rental Agreement Terms;
- (f) a copy of the Rental Agreement and the Booking Details are kept in the Vehicle throughout the Actual Rental Period and for inspection on demand by a law enforcement officer;
- (g) each Authorised Driver is aware of and obeys all applicable traffic and road safety laws and regulations, including those relating to child safety restraints;
- (h) the Vehicle is not operated in any race, speed test, rally or contest, or while being tested in preparation for any motor sport event;
- (i) the Vehicle is not operated, and the Traveller does not act, in any manner which would void or exclude the Owner's ability to make a claim under the Fleet Insurance Policy.
- (j) all Damages and / or items not in accordance with the Rental Agreement discovered or occurring after the Vehicle pickup hand-over process are documented (photo with time stamp) and reported immediately to SHAREaCAMPER and the Owner of the Vehicle;
- (k) the Vehicle is returned in a tidy state (inside and outside) as the Owner could reasonably expect.
- (l) a copy of the signed Handover Report has been obtained for their own records (a photo is sufficient).

28.2 The following is not permitted in the Vehicle at any time:

- (a) smoking and / or the use of drugs;
- (b) animals (excluding registered guide or assistance dogs), if not specifically permitted by the Owner before the start of the Actual Rental Period.

If one or all of these conditions is breached, the Traveller must pay to the Owner (via SHAREaCAMPER) an appropriate cleaning fee determined by the Owner in the Owner's reasonable opinion and being not more than the Maximum Additional Cleaning Fee (if any).

- (c) The production of drugs is strictly not permitted in the Vehicle. If this condition is breached, the Traveller must pay to the Owner (via

SHAREaCAMPER) an appropriate cleaning fee determined by the Owner in the Owner's reasonable opinion, this amount can be higher than the Maximum Additional Cleaning Fee.

28.3 In the event of any Damage to or an accident involving the Vehicle during the Actual Rental Period, the Traveller must notify the Owner and SHAREaCAMPER of the full circumstances as soon as practicable (being not more than 24 hours) from the time the Traveller has knowledge of the Damage or accident.

28.4 The Owner does not make any representation or warranty regarding the compliance or effectiveness of any child safety restraint provided with a Vehicle.

28.5 The Traveller must not:

- (a) use or permit the Vehicle to be used for the transport of passengers for hire or reward;
- (b) sublet or hire the Vehicle to any other person.
- (c) drive or use the Vehicle (or permit the Vehicle to be driven or used) otherwise than in a prudent and cautious manner;
- (d) permit the Vehicle to be operated for the transport of more than the number of passengers or more than the gross vehicle mass specified in the certificate of loading for the Vehicle;
- (e) Drive or permit the Vehicle to be driven by any other person that is not the holder of a current driver's licence appropriate for the Vehicle;
- (f) use the Vehicle for the purpose of a courier or delivery service; or
- (g) pick up hitchhikers.

28.6 The Traveller must ensure that no persons interfere with the odometer or speedometer, or (except in an emergency) any part of the engine, transmission, and braking and/or suspension systems of the Vehicle.

- (a) The Vehicle Owner and SHAREaCAMPER must be informed immediately by the Traveller in case of an emergency that results in the interference with the Vehicle as described in **clause 28.6**.

28.7 The Traveller confirms that all information supplied by them to SHAREaCAMPER (e.g. date of birth, vehicle license class, nominated account) in connection with the Rental Agreement and the Booking Details is true and accurate and the Traveller will immediately notify SHAREaCAMPER of any change to the information.

## 29. RESPONSIBILITY FOR USE OF THE VEHICLE

29.1 Subject to clause 29.2, the Traveller is responsible to the Owner, and must indemnify the Owner, for any:

- (a) damage to the Vehicle;
- (b) road user charge, tolls, penalties, fines or infringement fees relating to use of the Vehicle;
- (c) confiscation or seizure of the Vehicle,

during the Actual Rental Period. The Administration Fee, to cover for the cost of processing and on-charging costs incurred by the Traveller, will be charged to the Traveller at SHAREaCAMPER's discretion.

29.2 The Traveller has no responsibility or liability to the Owner for any of the matters referred to in **clause 29.1** to the extent that such matters have arisen from any act or omission of the Owner or any third party (other than an Authorised Driver or any other person the Traveller allows to operate the Vehicle) outside the Actual Rental Period.

29.3 The Owner may direct SHAREaCAMPER to deduct the amounts of any tolls, penalties, fines or infringement fees from the Traveller's Nominated Account, subject to any prior notice to be provided to the Traveller or any other conditions as set out in the Booking Details. For the purposes of making such payments, the Traveller authorises SHAREaCAMPER to charge or otherwise debit the Traveller's Nominated Account. The Owner needs to notify SHAREaCAMPER within 3 weeks of receiving notice of any amounts that need to be processed.

29.4 SHAREaCAMPER is entitled to charge an Administration Fee, which is set at NZD 65, for the matters laid out in **clause 29.1**.

29.5 The Owner must remit any infringement fee paid by the Traveller to the appropriate enforcement authority as soon as is practicable.

29.6 SHAREaCAMPER and the Owner exclude, to the extent permitted by law, any liability to the Traveller for:

- (a) personal injuries sustained during the Actual Rental Period; and
- (b) any loss or damage to personal belongings.

**SHAREaCAMPER strongly recommends the Traveller takes out personal travel insurance to cover any injury or loss.**

### 30. DELIVERY OF THE VEHICLE

30.1 Upon commencement of the Agreed Rental Period, the Owner must make the Vehicle available to the Traveller for inspection and collection in clean and roadworthy condition (including with appropriate coolant and oil levels, tyre thread and pressures) and with a full tank of fuel.

30.2 Before taking delivery of the Vehicle, the Traveller must inspect the Vehicle and satisfy himself or herself that:

- (a) the condition of the Vehicle is correctly described in the Condition Report and if necessary, any changes to the Condition Report are agreed upon and recorded in the Handover Report;
- (b) the Vehicle has a full tank of fuel.

30.3 Without limiting the Traveller's rights under the Rental Agreement and these terms, the Traveller may decline to take delivery of the Vehicle if its specifications or condition differ materially to the specifications or description of condition published by the Owner on the Site in the Vehicle Description.

30.4 Upon taking delivery of the Vehicle, the Traveller acknowledges that he or she does so without relying upon any representation that the Vehicle is fit for a particular purpose or that it has any particular specification or characteristics.

- (a) To the extent permitted by law, liability of SHAREaCAMPER and the Owner for any statutory implied warranties, conditions, consumer guarantee or rights is excluded. To the extent that such liability cannot be excluded, and at the time of Delivery of the Vehicle, the Vehicle is not of a kind ordinarily acquired for personal, domestic or household use and consumption, the Owner's liability is limited, at the option of the Owner, to a liability to:

- (i) provide the Traveller with an equivalent vehicle for the relevant rental period; or

- (ii) pay the cost of providing the Traveller with an equivalent vehicle for the relevant rental period.

### 31. SECURITY BOND

31.1 The Traveller agrees to pay to the Owner the Security Bond set out in the Booking Details on entering into or amending a Rental Agreement. This Security Bond will be held and dealt with by SHAREaCAMPER in accordance with **clause 8** and **clause 12**.

- (a) The Security Bond amount will be charged (not held) to the Traveller's nominated credit card.

31.2 The Security Bond will be authorised on the Traveller's nominated account up to 10 days before the Delivery Date. If the Bond Saver Package has not been selected and SHAREaCAMPER is unable to authorise the Bond Amount specified under the Standard Package, SHAREaCAMPER will automatically treat the booking as if the Bond Saver Package has been selected and agreed upon by the Traveller:

- (a) The Traveller will be invoiced the applicable, additional daily rates for the Bond Saver Package (Liability Reduction Amount) for the number of days of the travels, and

- (b) The Bond Saver Package Bond Amount will be authorised on the Traveller's method of payment.

31.3 Without limiting the Owner's rights against the Traveller, the Owner may direct SHAREaCAMPER to apply the Security Bond towards wholly or partially satisfying the Traveller's liability to the Owner arising from and in the following circumstances:

- (a) Inspection of the Vehicle on its return indicated:

- (i) it has suffered Damage during the Actual Rental Period; or

- (ii) that liability has arisen under **clause 28.2** (things not permitted in the Vehicle at any time); or

- (iii) that liability has arisen under **clause 35.4** (toilet and wastewater tank not emptied); or

- (iv) that liability has arisen under **clause 36** (Excess Kilometers);

- (b) the Traveller had defaulted in paying any Rental Charges;

- (c) the Owner has received notice of any fine, penalty, fine, infringement fee or toll incurred during the Actual Rental Period;

- (d) the Traveller fails to return the Vehicle for any reason, including:

- (i) late return; or

- (ii) not returning the Vehicle at the agreed upon location.

31.4 The Traveller authorises SHAREaCAMPER to deduct from the Security Bond any amount due by the Traveller arising as a result of this agreement. These payments can be recurring and SHAREaCAMPER will give the Traveller notice, by contacting them at the email address specified in the Booking Details and / or the Rental Agreement, of the deduction of such amounts.

31.5 SHAREaCAMPER reserves the right to retain all or part of the Security Bond for such period as SHAREaCAMPER may determine (acting reasonably) after the Rental Period to cover cost of un-notified Damage, infringements or damage to third parties or their property. And especially in the case where a claim is ongoing and not yet resolved, SHAREaCAMPER is entitled to retain the refund of all, or part, of the Security Bond until the claim is solved. Once a refund is processed by SHAREaCAMPER, it may take five or more business days for the funds to become available.

(a) SHAREaCAMPER will hold the Security Bond in an escrow account with an audited, third party payment provider pending refund of the Security Bond.

(b) The Security Bond will be charged in the currency applicable in the campervan location. The exchange rate of the third-party payment provider will be applied. Exchange rate fluctuations can affect the security bond amount.

31.6 If the Traveller cancels a Rental Agreement before taking delivery of the Vehicle, the Traveller will be liable to pay the Cancellation Fee to the Owner in accordance with **clause 13**.

## 32. USAGE OF THE VEHICLE

32.1 The Traveller must comply with Manufacturer's Instructions when using the Vehicle including only refueling the Vehicle with the fuel type specified in the Vehicle's user manual.

32.2 The Vehicle must only be operated on properly constructed sealed roads. The Traveller must not use or allow the Vehicle to be used:

- (a) outside his or her authority;
- (b) to push or tow anything;
- (c) in the following places:
  - (i) on railway or tramway lines, tracks or cable; or
  - (ii) in any opencast or underground mining activity, quarry, tunnel (excluding public roads), excavation or cavity;
  - (iii) "off road" (including on any beach), submerged in water, brought into contact with salt water, used in a creek or river crossing, or through flooded areas;
  - (iv) on any road or section of road that has been compromised including through flooding, debris or earth movements;
  - (iv) on Ball Hut Road (Mt Cook), 90 Mile Beach (Northland), Skippers Canyon Road (near Queenstown) and North of Colville Township (Coromandel Peninsula);
- (d) under the influence of alcohol or drugs;
- (e) for any commercial purpose including carrying passengers in exchange for payment;
- (f) when it has been damaged or unsafe;
- (g) for the transport of more than the number of passengers or more than the gross vehicle mass specified in the certificate of loading for the Vehicle;

(h) to carry any substance that is illegal, dangerous, hazardous, explosive, inflammable, corrosive or toxic, or any substances that pollute or contaminate, in quantities above that used for domestic purposes;

(i) for racing, pacemaking, reliability trial, hill climbing or speed tests, or being driven in preparation for any one of these activities such as pacenoting; or participating in any directly associated activity such as safety vehicle duties where the vehicle is required to be on the track or trackside; or

(j) for advanced or high-performance driver training events;

(k) for any stunt, or film, video or audio recording including the preparation thereof;

(l) for any experiment;

(m) for recreational off-roading which is not on a public road;

(n) in 4WD mode on sealed roads, if the Vehicle is a four-wheel drive;

(o) in snowy conditions (that is, in areas where there has been recent snowfall or where snow has accumulated on or near the road the Vehicle is being operated on) without the proper equipment (e.g. snow chains); or

(p) on any surface, or in any conditions specified as excluded in the Booking Details.

32.3 The Traveller agrees to comply with any restrictions on movement and use of the Vehicle notified in the Camper Profile of the Vehicle on the Site at the time of the Traveller's Booking Request or otherwise incorporated as conditions of approval of the Booking Details.

32.4 If the Vehicle breaks down or suffers any mechanical malfunction, (including if the Vehicle displays any warning light) the Traveller must immediately notify the roadside assistance provider, the Owner and SHAREaCAMPER. Any charges charged by the roadside assistance provider on the spot, to ensure the provision of roadside assistance, will be covered by the Traveller. These charges, minus any incurred additional costs (e.g. credit card fee, currency rate conversion loss) will be reimbursed to the Traveller in accordance with **clause 32.4 (b) and (c)**.

(a) The Traveller is responsible for and accepts all charges in particular the call out fee and tow charge and / or other work carried out by the roadside assistance provider on site if the failure occurred due to Driver Error (e.g. locked in keys, punctured tyres, etc.).

(b) The Owner is responsible for and accepts all costs associated with general wear and tear and mechanical issues arising while the Vehicle is on hire (Vehicle Failure). SHAREaCAMPER may deduct the cost from the payout of this hire, payout of future hires or invoice the owner separately for any outstanding amount.

(c) The Owner is responsible for all costs associated with a call out to the roadside assistance provider when the Vehicle is being used by the Owner.

32.5 The Traveller must not repair or make any modifications or additions to the Vehicle without first notifying the Owner and seeking the Owner's written consent. If the Traveller repairs the Vehicle with the Owner's consent, the Traveller must retain and provide the Owner with the original tax invoice.

(a) If the Owner cannot be reached in a timely manner it is at SHAREaCAMPER's discretion to grant or deny consent of repairing the Vehicle in the Owner's name to enable the Traveller to continue the journey. The Owner will reimburse the Traveller for the cost of the repairs in accordance with **clause 32.6**.

32.6 The Owner will reimburse the Traveller for the costs of any repairs the Owner or SHAREaCAMPER agrees to. However, the Owner reserves the right not to reimburse the Traveller (in whole or in part) if the Owner reasonably considers that the costs of the repair are excessive, the repairs have been conducted in a defective manner, or without the written consent by the owner or SHAREaCAMPER's consent in accordance with **clause 32.5 (a)**.

### 33. LOSS, DAMAGE AND REPAIR

33.1 If the Vehicle is involved in an accident, or otherwise breaks down or requires repair, the Traveller must ensure that:

- (a) any accident is promptly reported to the police where required by law;
- (b) the accident, breakdown or requirement for repair is reported to the Owner as well as SHAREaCAMPER and that if the Vehicle cannot be safely driven, it is towed or otherwise transported in accordance with directions of the Owner or SHAREaCAMPER;
- (c) no promise of payment, offer, admission of liability, settlement, waiver, release or indemnity is given or accepted without the Owner's, SHAREaCAMPER or any relevant insurer's consent; and
- (d) SHAREaCAMPER, the Owner or their insurers are provided with any reasonable assistance (including by providing information or documents) in pursuing or defending a claim.

#### Mechanical Breakdown

33.2 If a mechanical breakdown is deemed to be due to general wear and tear and / or mechanical issues (Vehicle Failure) by

- (a) SHAREaCAMPER's roadside assistance provider; and / or
- (b) another recognized workshop; and
- (c) no substantial proof in form of a written statement by a recognized workshop can be presented stating that the mechanical breakdown is not due to general wear and tear and / or mechanical issues,

the Owner will cover any relating costs (roadside services, repair) as well as the additional reimbursement in accordance with **clause 33.3**. The value of the remaining days of the Rental Agreement after the mechanical breakdown will not be paid out to the Owner.

If a mechanical breakdown is deemed to be due to a Driver Error by SHAREaCAMPER's roadside assistance provider and / or another recognized workshop the Traveller is liable for any relating costs and needs to act in accordance with **clause 33.1** and **clause 34**.

33.3 If the Vehicle cannot be used by the Traveller to continue their travels SHAREaCAMPER will cover the costs of providing an alternative transportation up to the value of the daily Rental Charge paid under the applicable Rental Agreement. Whilst SHAREaCAMPER will endeavour to find a replacement

Vehicle of a similar nature to that which was previously rented, during peak hire periods this may not always be possible in which case SHAREaCAMPER will either offer an alternative Vehicle or an alternative form of transportation to the Traveller up to the value of the daily Rental Charge paid under the applicable Rental Agreement. The Traveller may choose to not accept the alternative transportation offered by SHAREaCAMPER, in which case SHAREaCAMPER will agree to terminate the Rental Agreement and refund to the Traveller the value of the remaining days of the Rental Agreement (minus the Credit Card Fees).

33.4 In the event that no replacement Vehicle can be offered by SHAREaCAMPER, SHAREaCAMPER will agree to terminate your rental agreement and immediately refund to you the value of the remaining days of the rental agreement (minus the Credit Card Fee). In addition, SHAREaCAMPER will reimburse up to NZD 250 of additional expenses that might arise for lodging and / or transportation only due to the mechanical breakdown and non-availability of a replacement Vehicle given that according receipts are provided. The amount to be refunded is limited to average daily costs for lodging and / or transportation determined at the discretion of SHAREaCAMPER which might be lower than the actual costs stated on the provided receipts. The Traveller hereby fully and effectively indemnifies and agrees to keep indemnified SHAREaCAMPER, its employees, agents and contractors and the Owner (each an Indemnified Party) against every additional cost that might have arisen due to a mechanical breakdown above the amount of NZD 250.

33.5 The Traveller indemnifies SHAREaCAMPER and the Owner for all loss, costs, damage and liability suffered or incurred by the Traveller or any third party as a result of any collision or accident or other event arising out of the use of the Vehicle during the Actual Rental Period.

33.6 The Traveller indemnifies SHAREaCAMPER and the Owner for any Damage to, or loss of, the Vehicle occurring during the Actual Rental Period and for any liability to any third party for death, personal injury or property damage or any financial or other consequential loss.

33.7 Except as expressly set out in these Terms or in the Consumer Guarantee Act, SHAREaCAMPER, its employees or agents will have no liability to the Traveller or the Owner for any loss or damage of any kind whatsoever, except where such loss or damage is due to the negligence or willful act or omission of SHAREaCAMPER or its employees or agents.

33.8 To the extent permitted by law, neither party will have any liability under these Terms for any indirect or consequential losses, including loss of profits, business, income or savings.

### 34. PROCEDURES IN CASE OF ACCIDENT

34.1 If an Accident occurs in relation to the Vehicle during the Actual Rental Period, the Traveller must:

- (a) make sure that everyone is safe and out of danger and call for medical assistance if anyone involved in the Accident is injured;
- (b) where required by law, report the accident to police, regardless of estimated damage costs;
- (c) stay at the scene, however slight the Accident, until speaking with the other driver, potential witnesses and if applicable the police;
- (d) take reasonable steps to obtain the details of the other drivers and / or witnesses. This includes names, addresses, phone numbers, Vehicle registration and insurance company of the third party involved in the accident;

- (e) if possible, photograph Damage to all Vehicle(s) and registration number(s);
- (f) not accept blame or insist the other party is at fault;
- (g) notify roadside assistance in the case where the Vehicle is damaged and / or unfit to drive;
- (h) inform the Owner of the Vehicle immediately or as soon as it is safe to do so; and
- (i) phone the SHAREaCAMPER hotline on +64 3668 1211 (New Zealand) with the accident's details within 24 hours.

#### 34.2 After the Accident has been reported:

The Traveller must indemnify the Owner for any loss of the Owner arising in connection with any Damage arising from an Accident. This amount is payable at the time of reporting 'the event', or if the cost of Damage are unknown when reporting the event as soon as the cost of the Damage are known, and not at completion of the Agreed Rental Period.

#### Time Frame for Settlement of Traveller Liability Claims

34.3 SHAREaCAMPER shall use its best endeavours to ensure that any money due back to the Traveller is forwarded as quickly as possible, however third party claims can take months or even years to resolve. SHAREaCAMPER cannot force the destiny of these claims, and the Traveller acknowledges that handling of these claims is up to SHAREaCAMPER's Insurer and the third party, whether they be insured or not.

34.4 SHAREaCAMPER agrees to refund any Security Bond refunds applicable within 60 days of receiving final resolution and payment relating to Third Party claims.

34.5 For information regarding outstanding claims or Security Bond refunds please contact the Claims Department on +64 3668 1211 (New Zealand) during office hours.

34.6 The Traveller agrees to provide all reasonable assistance to SHAREaCAMPER in handling any claim including providing all relevant information and attending Court to give evidence.

34.7 Under no circumstances should the Traveller 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 SHAREaCAMPER or the Owner. If the Vehicle is undriveable after an accident and the Traveller would like to have a replacement Vehicle, which will be subject to time, distance and availability, the Traveller must make his/her own way (at the Traveller's expense) to the nearest Pick Up Location. Should the Traveller require a replacement Vehicle, a new Security Bond is required and this amount is determined by the Standard or Bond Saver Package.

#### Maintenance and Repairs

34.8 Provided the Traveller was not responsible for the Damage, the Owner is obliged to accept (including from the Owner's current or future fee pay-out), the reasonably incurred costs in rectifying any minor repairs of the Vehicle during actual hire carried out by the Roadside Assistance Provider or other authorised repairer up to NZD 500. For repairs costing over NZD 500, SHAREaCAMPER will make its best endeavor to contact and inform the Owner beforehand.

(a) Irrespective of the repair costs, if the Owner cannot be reached in a timely manner it is at SHAREaCAMPER's discretion to grant or deny consent of repairing the Vehicle in the Owner's name to enable the Traveller to continue the journey. The Owner is liable for the cost of the repairs in accordance with **clause 34.8**.

34.9 In all cases, Tax invoices must be submitted for any repair or the claim will not be paid. Price quotes for spare parts are not acceptable.

34.10 For repairs that are carried out after the Vehicle has been returned to the Owner, the Owner agrees to follow SHAREaCAMPER's procedure to claim the cost, including

- (a) complete Handover Reports;
- (b) pictures of the Damage; and
- (c) provision of a quote for the rectification of the Damage (in some circumstance two quotes might be required).

34.11 In the event that not all documents are submitted, SHAREaCAMPER will not consider the claim as such and no liability arises for SHAREaCAMPER. Subject to the terms of the Package Option selected by the Traveller (Standard Package or Bond Saver Package), the excess will be deducted from the Traveller's Security Bond.

#### Time Frame and Disputes arising from Insurance claims

34.12 Any damage claims must be submitted within 7 days of the Drop Off date of the Vehicle. Any claims that are submitted after this date will not be processed. Tolls, penalties, fines or infringement fees relating to use of the Vehicle by the Traveller must be submitted as soon as available, which can be after the 7 days period.

34.13 If the Traveller disputes any of the claims made by the Owner about Damage to the Vehicle, the Traveller has 14 days to respond to any claims made by the Owner. This covers claims made by the Owner after the Vehicle has been returned and Damage that is not covered in the Handover Report signed by both parties.

34.14 When lodging a dispute against claims made by the Owner, substantial evidence will be provided by the Traveller to support their direction and as required by SHAREaCAMPER in order to determine whether the Traveller's dispute is consistent with the respective rights and obligations of the Owner and Traveller under the Rental Agreement. SHAREaCAMPER may decline to act on such direction if such evidence or information is not provided or SHAREaCAMPER is otherwise not satisfied that the Traveller's dispute is supported by the rights and obligations of the Owner and Traveller under the Rental Agreement.

#### 35. RETURNING THE VEHICLE

35.1 The Traveller must return the Vehicle on the Drop-Off Date at the Return Time and Return Location.

35.2 The Handover Report must always be completed (clear and readable), signed by both parties and forwarded to SHAREaCAMPER within 3 days of the Drop Off of the Vehicle. A copy of the Handover Report must be held by both the Traveller and the Owner.

- (a) Damages discovered by the Owner after the Drop Off and not covered in the Handover Report must be reported to SHAREaCAMPER in accordance with **clause 19.1 (d)** and **34.12**.

35.3 If the Vehicle is not returned on or before the Return Time, the Traveller must pay to the Owner a Late Rental Charge for each whole or part day by which the Actual Rental Period exceeds the Agreed Rental Period. The Late Rental Charge for each such whole or part day is calculated as 150% of the Rental Charge imposed for each day of the Agreed Rental Period. For the avoidance of doubt, where the Vehicle is returned one hour after the Return Time, the amount of the Late Rental Charge for that part day, will be 150% of the Rental Charges for a full day during the Agreed Rental Period.

The Administration Fee, to cover for the cost of processing the Late Rental Charge, applies and may be charged to the Traveller.

35.4 The Traveller must return the Vehicle with a full tank of fuel, and a full bottle of gas (if applicable), with appropriate coolant and oil levels, and tyre pressures, and in a clean condition as it can generally be expected by the Owner.

(a) If the Vehicle is returned in an excessively dirty condition, the Owner is, subject to SHAREaCAMPER's approval, entitled to charge the Traveller an amount up to the Maximum Additional Cleaning Fee. This fee is in addition of the cleaning fee that is charged before the booking. The Owner needs to satisfy SHAREaCAMPER about the claim and may need to present evidence, e.g. photographs. The Administration Fee, which is set at NZD 65, applies and may be charged to the Traveller.

35.5 The toilet and wastewater tank (if applicable) must be emptied prior to the return of the Vehicle, otherwise the Traveller must pay to the Owner a Soiling Fee, which is set at a maximum of NZD 250.

35.6 For any personal property left after the hire, it is the Traveller's responsibility to acquire this from the Owner.

(a) The Owner holds no liability for the property, and is under no obligation to return it to the Travellers, in accordance with **clause 27.4**.

(b) SHAREaCAMPER takes no responsibility for any personal property left in a Vehicle after the hire is completed and is under no obligation to return it to the Travellers.

35.7 Upon giving 24 hours advance notice, the Traveller may return the Vehicle early to the Owner by delivering it to the Return Location.

35.8 Late pick up or early return of the Vehicle does not entitle the Traveller to any partial or total refund of the Rental Charges. This includes early termination due to accidents if the Traveller is deemed at fault.

35.9 If for any reason, the Owner agrees to allow the Vehicle to be returned to a place other than that specified in the Booking Details and the Rental Agreement, the Traveller will comply with any other requirements set out in the Booking Details and the Rental Agreement or of the Owner for the return of the Vehicle.

35.10 These Rental Agreement Terms apply to any variation or extension of a Rental Agreement.

## 36. EXCESS KILOMETRES

36.1 If the Booking Details specify an Odometer Allowance, the Traveller must, at the end of the Actual Rental Period, pay to the Owner the Excess Kilometre Charge calculated as follows: **Excess Kilometre Charge** = Charge/km x number of Excess Kilometres

## 37. REPOSSESSION OF THE VEHICLE

37.1 The Owner may refuse to deliver the Vehicle or may take reasonable measures to repossess the Vehicle thereby terminating the hiring of the Vehicle at the Traveller's expense if:

- (a) the Traveller breaches any parts of these terms and these terms in the Booking Details and Rental Agreement;
- (b) in the Owner's reasonable opinion:
  - (i) the Traveller has acted fraudulently in connection with these terms in the Booking Details and Rental Agreement;
  - (ii) the Traveller has abandoned the Vehicle;
  - (iii) the Traveller has allowed the Vehicle to be used in circumstances which may result in any insurance claim being denied.

## 38. EARLY TERMINATION

38.1 The Traveller may elect to terminate the hiring of the Vehicle before expiry of the Agreed Rental Period by giving not less than 5 days' notice to the Owner and SHAREaCAMPER via the Site. Unless a Rental Adjustment is specified in the Booking Details, the Traveller will not become entitled to any refund of Rental Charges upon any such early termination but, upon return of the Vehicle, risk in the Vehicle will pass back to the Owner.

## 39. SPECIAL CONDITIONS

39.1 This Agreement includes any terms set out as special conditions in the Camper Profile and the Booking Details. The conditions included in these terms override potentially overlapping conditions included in the Camper Profile (e.g. cancellation terms, Cleaning Fee).

## 40. GOVERNING LAW

40.1 The Rental Agreement is governed by the laws of the place of registration of the Vehicle.

## 41. PERSONAL PROPERTY SECURITIES ACT (PPSA)

41.1 The Traveller acknowledges that subject to clause 41.2:

- (a) the rental of the Vehicle may give rise to a Security Interest in the Vehicle in favour of the Owner;
- (b) the Owner's rights and interest in Proceeds derived from the Vehicle may constitute a Security Interest;
- (c) the Owner's rights and interest in the Security Bond referred to in **clause 31** constitutes a Security Interest.

41.2 If the rental of the Vehicle under this Rental Agreement is a Short Term Hiring, the Traveller acknowledges that the hiring does not give rise to a Security Interest and agrees to take all steps necessary to ensure that the Vehicle does not become subject to a Security Interest by virtue of the Traveller's possession of the Vehicle. Without limitation, the Traveller must:

- (a) return the Vehicle in its possession within 360 days of the commencement of the Actual Rental Period; and
- (b) otherwise ensure that no Security Interest arises over any of the Vehicle.

41.3 The Owner may, at the Owner's expense, register any Security Interest granted under this Rental Agreement on the PPS Register in any manner it chooses. The Traveller must provide the Owner with any information it requires for the purposes of effecting such registration.

41.4 The Traveller agrees to take such steps as the Owner reasonably requires to perfect and otherwise ensure the enforceability and first ranking priority of any Security Interest granted to it under this Agreement, including by:

- (a) obtaining and giving consents;
- (b) producing and providing receipts;
- (c) attending to the signing of documents or procuring the signing of documents;
- (d) facilitating the registration of any Security Interest on the PPS Register;
- (e) facilitating the giving of notice to any person, including any person who also has, or appears to have, a Security Interest over Relevant Collateral; and
- (f) facilitating the exercise of the Owner's right in enforcing any Security Interest.

41.5 The Traveller agrees to ensure that unless otherwise agreed in writing by the Owner:

- (a) The Vehicle does not become a fixture to any land;
- (b) The Vehicle does not become an Accession to other goods; and
- (c) it takes such steps as the Owner reasonably requires to prevent or remedy the affixation of the Vehicle to any land or goods including by:
  - (i) procuring appropriate acknowledgements and consents from landlords, mortgagees and property owners; and
  - (ii) detaching, or procuring the detachment of, the Vehicle from any land or goods to which it becomes attached.

## APPENDIX 1

### TO SHAREaCAMPER TERMS AND CONDITIONS

#### A1. ROADSIDE ASSISTANCE

A1.1.1 The Owner agrees to a membership to roadside assistance. The Traveller agrees to contact SHAREaCAMPER's roadside assistance service partner in case of a Vehicle breakdown or other incidents in which professional, mechanical assistance is needed to ensure the safety of the Vehicle's passengers and Vehicle itself:

(a) In case of roadside assistance, the Traveller waits by the Vehicle and provides the following information to the roadside assistance provider by calling the provided toll-free telephone line:

(i) the name of the Traveller, the Vehicle Owner and the registration number of the Vehicle; and

(ii) the name of the place and if possible, the telephone number where the roadside assistance provider can reach the Traveller.

(b) Any charges charged by the roadside assistance provider on the spot, to ensure the provision of roadside assistance, will be covered by the Traveller.

(i) In the case of Damages deemed as Driver Error by roadside assistance, the Traveller is liable for the costs of roadside assistance and accepts all charges.

(ii) In the case Damages deemed as Vehicle Failure by roadside assistance, the Owner is liable for the costs of roadside assistance, accepts all charges and reimburses the Traveller for all charges, minus any incurred additional costs (e.g. credit card fee, currency rate conversion loss) in accordance with **clause 32.4 (b) and (c)**.

(c) If the vehicle requires repairs, the Traveller will seek written approval by the Owner in accordance with **clause 32.5**.

(i) In the case, that the Traveller and / or SHAREaCAMPER made reasonable attempts to reach the Owner but the Owner is unavailable, the Owner authorizes SHAREaCAMPER to provide approval on their behalf, to allow the Traveller to continue the travels with the Vehicle. The Owner accepts all charges, which will be deducted from the next Owner payout or SHAREaCAMPER can invoice the Owner separately for any outstanding amount.

A1.1.2 The membership fee of currently NZD 75 will be debited from the Owner's balance annually after the vehicle has been rented out for the first time during an annual cycle. The membership is valid for one year.

A1.1.3 The membership is not valid if the vehicle is hired outside of the SHAREaCAMPER platform.

A1.1.4 SHAREaCAMPER can at its own discretion decide to change the roadside assistance program, which might lead to a change in membership fee and / or services provided under the roadside assistance membership. The Owner will be notified in writing (e.g. via Newsletter and / or email). Such notification will suffice (no amendment of the T&Cs is necessary).