

TERMS AND CONDITIONS

This website is owned and operated by SAC - Share a Camper Pty Ltd ABN 54 603 403 827, NZBN 9429041562383, Transport Service Licence Number 0253330 (**SHAREaCAMPER**).

By using this website and in consideration of SHAREaCAMPER providing you with access to this website, you agree to the following Terms which govern your access to, and use of, this website.

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 website. You will be asked to confirm your acceptance of the Terms as varied each time you enter into a Rental Agreement. Unless you otherwise agree, 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 User;

Part C – Rental Agreement Terms.

PART A – DEFINITIONS

DEFINITIONS

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

Accident means a mishap or series of mishaps involving your 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 (Return Date) or the hiring of the Vehicle is otherwise terminated in accordance with **clauses 0, 37 and 38**, whichever occurs first.

Agreed Rental Period means the period of rental specified in the Application.

Application means the application form submitted through use of the Site by each of the Owner and the Traveller which proposes the rental of the Vehicle to the Traveller, and includes any amended Application.

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

Accession has the meaning given in the PPSA.

Booking Fee means the amount equal to 10% of the Rental Charges.

Cancellation Cap means NZD 5,000;

Charge/Km means NZD 0.35 per km;

Condition Report means the Owner's report on the condition of the Vehicle before delivering the Vehicle to the Traveller recording 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 provision of rental vehicle services to a consumer and includes the *Land Transport Rule: Operator Licensing 2007* and including any specific requirements set out in an Application.

Damage means:

- (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 (otherwise than through normal wear and tear and depreciation).

Excess Kilometre Charge means the amount calculated as the Excess Kilometre Charge in accordance with **clause 36.1**.

Group Policy means any group insurance policy, purchased at SHAREaCAMPER's discretion, to provide insurance protection to Owners and Travellers.

Late Rental Charge means the charges described as late rental charges in the Application when the Vehicle is not returned on or before the Return Time.

Large Deposit Amount means:

- NZD 3,500 for vehicles valued at up to NZD 39,999;

- NZD 4,000 for vehicles valued at NZD 40,000 to AUD 79,999;
- NZD 4,500 for vehicles valued at NZD 80,000 to AUD 119,999;
- NZD 5,000 for vehicles valued between NZD 120,000 and higher.

Liability Reduction Amount means:

- NZD 15 for vehicles valued at up to NZD 39,999;
- NZD 20 for vehicles valued at NZD 40,000 to AUD 79,999;
- NZD 25 for vehicles valued at NZD 80,000 to AUD 119,999;
- NZD 30 for vehicles valued between NZD 120,000 and higher.

Maximum Additional Cleaning Fee means NZD 250.

Maximum Cleaning Fee means NZD 250.

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

Owner means the User specified as the Owner of the Vehicle in the Application.

Owner Cancellation Fee means the fee so named which is calculated and charged in accordance with **clause 13**.

Owner's Licence means any licence or regulatory approval that the Owner is required to hold under these Terms as specified in the Application.

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 Date means the first day of the agreed Rental Period.

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 insurance of, the Vehicle).

Processing Fee means a fee that is charged in to cover the cost of processing and on-charging costs incurred by the traveller in accordance with **clause 29.1**, which is set at NZD 65.

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).

Relevant Country means the country in which the Vehicle is located.

Rental Adjustment means a credit, if any, in favour of the Traveller for the early return of the Vehicle calculated in accordance with any methodology specified in the Application.

Rental Agreement means the agreement upon which the Owner rents the Vehicle to the Traveller as described in the relevant Application.

Rental Charges means the amounts specified as rental charges in the Application, which may include the rental of the vehicle as well as any associated items, e.g. bike rentals.

Return Date means the last day of the agreed Rental Period.

Return Location means the location (if any) specified in the Application, and if no location is specified, the location at which the Traveller takes delivery of the Vehicle.

Return Time means the time on the Return Date communicated to the Traveller by which the Vehicle has to be returned to the Return Location.

Security Deposit means the amount set out in the Application as the security deposit.

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 but which can also include certain leases of goods).

Service Fee means the fee so named which is calculated and charged in accordance with **clauses 10 and 13**.

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 between Travellers and Owners;
- (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.

Small Deposit Amount means NZD 500.

Soiling Fee means NZD 250.

Terms means these terms comprising - Part A - Definitions, Part B - User Agreement, and Part C - Rental Agreement between the Owner and the Traveller.

Traveller means the User specified as the renter of the Vehicle in an Application.

Traveller Cancellation Fee means the fee so named which is calculated and charged in accordance with **clause 13**.

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 substitute account nominated by the Traveller using this website.

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

Vehicle means the Vehicle described in the Application 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 attached to the Vehicle.

PART B - USER AGREEMENT BETWEEN SHAREaCAMPER AND THE USER

This 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.

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, website 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 harm, abuse, harass, stalk, threaten or otherwise offend others;
 - (d) interfere with, disrupt, or create an undue burden on the Site;
 - (e) 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 it 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.
- 4.2 By using the Site, each User acknowledges that SHAREaCAMPER may not 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).
- 6.2 By using the Site, each User agrees to the delivery of documents (including the Rental Agreement and Application) and other communications by electronic means.

7. ADVERTISEMENTS AND BOOKINGS

Advertisements

- 7.1 Owners may advertise Vehicles for hire on the Site.
- 7.2 Despite **clause 7.3**, 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.
- 7.3 Each advertisement must:
 - (a) be accurate and not misleading;
 - (b) comply with Consumer Legislation and other applicable legislation; and
 - (c) comply with these Terms.

Applying to rent a Vehicle

- 7.4 Each Owner must respond to an Application from a potential renter within 24 hours of receipt of the Application. Failure to respond within this timeframe will result in the Application being automatically declined.
- 7.5 An Owner may accept or reject an Application.
- 7.6 Upon acceptance of an Application:
 - (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 Application;

- (ii) the Traveller is liable to pay to SHAREaCAMPER the Rental Charges, a Booking Fee (to cover, amongst other things, SHAREaCAMPER services), and an insurance fee charged by our insurance provider, plus GST.
- (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 Application;
 - (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 on behalf of the Owner; and
 - (B) The Booking Fee on its own behalf.

7.7 Payout of Rental Charges

- (a) If the Owner does not hold the required licences to rent out motor vehicles in New Zealand,
 - (i) SHAREaCAMPER will pay the Rental Charges to the Owner in accordance with **clause 11** on the following basis:
 - (A) The Rental Charges will be paid to the Owner after the vehicle has been delivered to the Traveller, 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 will be deducted from the payout amount.
 - (C) The Security Deposit will be held by SHAREaCAMPER on its own behalf. Section 8 and all of its clauses does not apply.
 - (ii) The Security Deposit will be processed in accordance to clause 8
- (b) If the Owner does hold their own 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, 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) The Security Deposit will be processed in accordance to 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.

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.

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 vehicle will be provided to the Traveller on separate rental terms between SHAREaCAMPER and the Traveller.

Extension of Bookings

- 7.12 The Owner must ensure that the details stated on an Application accurately reflect the Rental Agreement with the Traveller.
- 7.13 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.

- 7.14 Once each of the Owner and the Traveller has confirmed the extension:
- (a) SHAREaCAMPER will re-issue a new Application reflecting the updated Rental Agreement; and
 - (b) Any additional Rental Charges, Security Deposit, and Service Fee, will be processed by SHAREaCAMPER in accordance with the relevant provisions of these Terms.
- 8. SECURITY DEPOSIT**
- 8.1 Section 8 with clauses 8.2 to 8.8 is only applicable if the Owner does hold the required licences to rent out their motor vehicles in New Zealand.
- 8.2 Each Application will specify a Security Deposit amount which may be applied towards satisfaction of outstanding liabilities of the Traveller to the Owner.
- 8.3 Upon entering a Rental Agreement or amending a Rental Agreement, the Traveller under the Rental Agreement authorises SHAREaCAMPER to collect the Security Deposit by charging the amount of the Security Deposit to the Traveller's Nominated Account. 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 Deposit on trust for the Owner pending payment of the Security Deposit:
- (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; or
 - (b) back to the Traveller in accordance with **clause 25.5**.
- 8.5 If:
- (a) within 30 days after expiry of the Rental Agreement, SHAREaCAMPER holds all or any part of the Security Deposit under this **clause 25**; or
 - (b) the Rental Agreement is terminated before the delivery of the Vehicle to the Traveller,
- SHAREaCAMPER will repay the Security Deposit in full to the Traveller, less any amounts applied towards satisfaction of the Traveller's obligations to the Owner under **clause 25.3**.
- 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 Deposit 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 25.6**, 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 Deposit.
- 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 Deposit.
- 9. RELATIONSHIP**
- 9.1 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 the terms of this 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 provider's obligations of 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 this Agreement, the Owner will perform all obligations of SHAREaCAMPER, and SHAREaCAMPER will have all rights of the Traveller under the Rental Agreement on a "back-to-back" basis (i.e. consistently with the Rental Agreement in the context of a subcontract). The Owner won't do, or omit to do, anything which will result in SHAREaCAMPER being in breach of the Rental Agreement, its LTA Licence or any applicable laws.
 - (d) **Further assurances:** The Owner must sign, execute and do 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 its 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 its obligations with sufficient time so that SHAREaCAMPER is able to meet its timing requirements under the Rental Agreement.
- 9.2 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 9.2 (b)**, SHAREaCAMPER does not, and will not at any time in the future, act as 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 Deposit 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.
- 9.3 **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.
- 9.4 Each Owner bears full responsibility for compliance with the Owner's tax obligations, including with respect to GST, concerning its receipt of the 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.
- 9.5 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 an Application.
- 10. SERVICE FEES**
- 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 the period of extension, as applicable; and
 - (b) if the Vehicle is not returned on or before the expiry of the Agreed Rental 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 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 If the Owner does not hold the required licences to rent out motor vehicles in New Zealand:
- (a) SHAREaCAMPER will retain 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.
- 10.3 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 the Owner receives from SHAREaCAMPER are calculated before the addition of any amount due to GST. 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,
- (b) The Owner agrees that if the amount of the Rental Charge is adjusted, the Owner provide SHAREaCAMPER 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 held by SHAREaCAMPER under **clause 7** and the Security Deposit held by SHAREaCAMPER under **clause 25**:
- (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 Deposit amounts held by SHAREaCAMPER on behalf of other Owners or in respect of other Rental Agreements.

13. CANCELLATION

- 13.1 The Renter and the Owner may cancel or amend a Rental Agreement before delivery of the Vehicle to the Renter in the circumstances set out in the Application.
- 13.2 If a Rental Agreement is cancelled by the Traveller before the Vehicle is delivered to the Traveller:
- (a) the Traveller is liable to pay the Owner the Owner's Cancellation Fee. (Payout will happen in the usual payment cycles to owners)
- (b) SHAREaCAMPER will refund to the Traveller any Rental Charges it holds, less any Owner's Cancellation Fee;
- (c) the booking fee is non-refundable; and
- (d) the Owner's Cancellation Fee is calculated in accordance with the table in **clause 13.5**.
- 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 the Traveller's Cancellation Fee, which will be deducted from the next payout
- (b) SHAREaCAMPER will refund to the Traveller any Rental Charges it holds;
- (c) SHAREaCAMPER will credit the Traveller's Cancellation Fee to the Traveller's account in form of a credit that can be used for future bookings. The Traveller's Cancellation Fee cannot be paid out in cash; and
- (d) the Traveller's Cancellation Fee is calculated in accordance with the table in **clause 13.5**.

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 Traveller's Cancellation Fee. Instances may include any of the following that happened shortly prior a planned pick up:

- (a) Unforeseeable maintenance requirements of the vehicle
- (b) Accident damage that cannot be repaired or repaired in time

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 Calculation:

Cancellation Period (days before pick-up date)	Owner's Cancellation Fee (the Traveller cancels the trip)
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 non-refundable.

13.7 Owner Cancellation Fee Calculation:

Cancellation Period	Cancellation Fee (the Owner cancels the trip)
Any time before the Pick-up Date	New Zealand: NZD 250

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.

14. LIMITATION OF LIABILITY

- 14.1 This Site is provided by SHAREaCAMPER on an 'as is' basis without any express 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 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.
- 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 licensed 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 non-exclusive, 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 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 the SHAREaCAMPER of any relevant third party claim under these Terms or a Rental Agreement (including, without limitation, under **clause 14.3**), 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 any jurisdiction will be ineffective in that jurisdiction 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 in any other jurisdiction.

19. OWNER – SPECIFIC OBLIGATIONS

Information

- 19.1 Each Owner must promptly supply to SHAREaCAMPER all information and assistance required for the SHAREaCAMPER to provide the Services.
- 19.2 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 have regard to any information provided by the Owner concerning those matters.
- 19.3 Each Owner must ensure that all appropriate safety information is distributed and drawn to the attention of Travellers and all others in order to facilitate compliance with **clause 19.2**.
- 19.4 Compliance with laws
Each Owner must ensure its compliance with:
- Consumer Legislation; and
 - all tax laws (including reporting and remittance obligations).
- 19.5 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:
- the details recorded in the Application in relation to each driver's licence; and
 - that each such driver's licence is current, valid, and appropriate for the Vehicle.

19.6 Condition of Vehicle

Each Owner must ensure that:

- each Vehicle is maintained in a safe and roadworthy condition; and
- all applicable legal requirements regarding the roadworthiness of each Vehicle are met, including any particular measures set out in the Application.
- The following certifications must be maintained current, if applicable to the vehicle:
 - Certificate of fitness for motor vehicles
 - Warrant of fitness for trailers and caravans
 - Vehicle licence (rego)
 - Electrical Warrant of fitness (s 77, Electricity (Safety) Regulations 2010)
 - Gas appliance compliance (s 75, Gas (Safety and Measurement) Regulations 2010)

Evidence of applicable certifications must be supplied to SHAREaCAMPER upon initial listing of the vehicle.

SHAREaCAMPER reserves the right to request proof of compliance and can suspend/unlist any vehicle that it believes to be unsafe from the website, 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:

- 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;
- 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 - INSURANCE PROVIDED

- 22.1 SHAREaCAMPER maintains, at its own expense, a fleet insurance policy with Zurich insurance that covers each Owner for damage to a Vehicle rented through this website.

23. OWNERS - ROADSIDE ASSISTANCE

- 23.1 The Owner agrees to a membership to Roadside Assistance via NZRA.
- 23.2 The membership fee of currently NZD 75 will be debited from the Owners balance annually after the vehicle has been rented out for the first time during an annual cycle.
- 23.3 The membership is valid for one year.
- 23.4 The Roadside Assistance can be used by the Owner during the time the camper is not rented out and any charges are to be paid by the owner directly to NZRA.
- 23.5 The membership is not valid if the vehicle is hired outside of the SHAREaCAMPER platform.

24. TRAVELLERS - LIABILITY REDUCTION

- 24.1 A Liability Reduction can be purchased for the vehicle at the booking time 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 Group Motor Vehicle Insurance.
- 24.2 The payment for Liability Reduction does not exempt the Traveller from other incidental charges in the case of non-insurable damage.
- (a) Non-insurable damage includes but is not limited to:
- (i) Damage to or loss of chattels in the vehicle e.g. microwaves, fridges, cutlery and crockery
 - (ii) Windscreen replacement or damage more than NZD 500 (Traveller who purchase Liability Reduction are liable for the first NZD 500)
 - (iii) Cosmetic damage to the vehicle as a result of negligent behaviour- e.g. fixings/ trimmings on the vehicle, seat covers, interior damage that does not affect the vehicles function
 - (iv) Repair or replacement of tyres and rims, except as the result of an insurable event (Traveller who purchase Liability Reduction are liable for the first NZD 500)
- 24.3 If no Liability Reduction is purchased, the Traveller is liable for any cost of up to NZD 5,000 for each incident.

SHAREaCAMPER STRONGLY RECOMMENDS THAT TRAVELLERS TAKE THE LIABILITY REDUCTION FOR TRAVEL WITH PEACE OF MIND

25. SECURITY DEPOSIT

- 25.1 Each Application will specify a Security Deposit amount which may be applied towards satisfaction of outstanding liabilities of the Traveller to SHAREaCAMPER.
- 25.2 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 Deposit by charging the amount of the Security Deposit to the Traveller's Nominated Account. 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.

- 25.3 The amount of the Security Deposit is based on the Liability Reduction option selected by the Traveller. The terms 'large deposit' and 'small deposit' are determined in the Part A.

- (a) If no Liability Reduction has been purchased, the Security Deposit will be the Large Deposit Amount
- (b) If Liability Reduction has been added to the booking, the Security Deposit will be the Small Deposit Amount

- 25.4 SHAREaCAMPER will hold the Security Deposit pending payment of the Security Deposit:

- (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; or
- (b) back to the Traveller in accordance with **clause 25.5**.

- 25.5 If:

- (a) within 30 days after expiry of the Rental Agreement, SHAREaCAMPER holds all or any part of the Security Deposit under this **clause 25**; or
- (b) the Rental Agreement is terminated before the delivery of the Vehicle to the Traveller,

SHAREaCAMPER will repay the Security Deposit in full to the Traveller, less any amounts applied towards satisfaction of the Traveller's obligations to the Owner under **clause 25.3**.

- 25.6 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 Deposit 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.
- 25.7 Despite **clause 25.6**, 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 Deposit.
- 25.8 The Owner indemnifies SHAREaCAMPER against all costs, charges, expenses and legal costs incurred by SHAREaCAMPER in relation to the payment of the Security Deposit.

26. GENERAL

- 26.1 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.
- 26.2 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.
- 26.3 These Terms are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of that State and the Federal Court of Australia. 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.

PART C - RENTAL AGREEMENT BETWEEN THE OWNER AND THE TRAVELLER

This Part C contains the terms of the rental of the Vehicle to the Traveller. By agreeing to an Application in relation to a Vehicle, the Owner and the Traveller each agree to comply with the terms in this Part C in relation to the letting of the Vehicle by the Owner to the Traveller.

27. RENTAL OF THE VEHICLE

- 27.1 Subject to payment of the Security Deposit under **clause 31** and the Rental Charges under **clause 27.2**, 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 in the amounts specified in the Application 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. The Rental Charges must be paid in full at the time the Rental Agreement is entered into.
- 27.3 The description of the camper at the time of the booking becomes part of the rental contract.
- (a) If there are any details that are explicitly stated in the 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 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 at the time and to the place specified

28. TRAVELLER'S OBLIGATIONS

- 28.1 The Traveller must 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 licence at the time of driving the Vehicle;
- (e) each Authorised Driver complies with the Rental Agreement;
- (f) a copy of the Rental Agreement and the Application 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 Group Policy.
- 28.2 Smoking and/or animals (excluding registered guide or assistance dogs) are not permitted in the Vehicle at any time. 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 and being not more than Maximum Cleaning Fee (if any).
- 28.3 In the event of any damage to or 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; or
- (f) Use the Vehicle for the purpose of a courier or delivery service.
- 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.
- 28.7 The Traveller confirms that all information supplied by them to SHAREaCAMPER in connection with this Agreement 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) tolls, penalties, fines or infringement fees relating to use of the Vehicle;
- (c) confiscation or seizure of the Vehicle,
- during the Actual Rental Period.
- 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 excludes, 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.
- 29.4 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 Application. The owner needs to notify SHAREaCAMPER within 3 weeks of receiving notice of any amounts that need to be processed.
- 29.5 SHAREaCAMPER is entitled to charge a Processing Fee for the matters laid out in **clause 29.1**.
- 29.6 The Owner must remit any infringement fee paid by the Traveller to the appropriate enforcement authority as soon as is practicable.

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, and tyre 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 and recorded;
- (b) the Vehicle has a full tank of fuel.
- 30.3 Without limiting the Traveller's rights under this Rental Agreement, the Traveller may decline to take delivery of the Vehicle if its specifications or condition differ materially to the any specifications or description of condition published by the Owner on the Site.
- 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 the Owner for any statutory implied warranties, conditions, consumer guarantee or rights is excluded. To the extent that such liability cannot be excluded and 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 DEPOSIT

31.1 The Renter agrees to pay to the Owner the Security Deposit set out in the Application on entering into or amending a Rental Agreement. This Security Deposit will be held and dealt with by SHAREaCAMPER in accordance with **clause 25** and **clause 12**.

31.2 The Security Deposit will be authorised on the Traveller's nominated account up to 10 days before the Delivery Date. If no Liability Reduction has been purchased and SHAREaCAMPER is unable to authorise the Large Deposit Amount, SHAREaCAMPER will automatically treat the booking as if the Liability reduction had been purchased:

- (a) The Traveller will be invoiced the Liability Reduction Amount for the number of days of the travels, and
- (b) The Small Deposit amount will be authorised on the Travellers method of payment.

31.3 Without limiting the Owner's rights against the Traveller, the Owner may direct SHAREaCAMPER to apply the Security Deposit 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**; or
 - (iii) that liability has arisen under **clause 35.4**; or
 - (iv) that liability has arisen under **clause 36**;
- (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 has incurred a liability under **clause 36** for Excess Kilometres; or
- (e) the Traveller fails to return the Vehicle for any reason.

31.4 The traveller authorises SHAREaCAMPER to deduct from the Security Deposit any amount due by the Traveller arising as a result of this agreement. SHAREaCAMPER will give the Traveller notice, by contacting them at the email address specified in the Rental Agreement, of the deduction of such amounts.

31.5 SHAREaCAMPER reserves the right to retain all or part of the Security Deposit 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. Once a refund is processed by SHAREaCAMPER, it may take five or more business days for the funds to become available.

31.6 If the Traveller cancels a Rental Agreement before taking delivery of the Vehicle, the Traveller will be liable to pay the Owner's Cancellation Fee to the Owner.

32. USAGE OF THE VEHICLE

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

32.2 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 underground mine, quarry, tunnel (excluding public roads), excavation or cavity.
- (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 dangerous, explosive, inflammable, corrosive or toxic.
- (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; or
- (k) for any stunt, or film, video or audio recording including the preparation thereof; or
- (l) for any experiment; or
- (m) for recreational off-roading which is not on a public road; or
- (n) in 4WD mode on sealed roads, if the Vehicle is a four-wheel drive.

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

32.4 If the Vehicle breaks down or suffers any mechanical malfunction, (including if the Vehicle displays any warning light) the Traveller must notify the roadside assistance provider.

- (a) The Traveller is responsible for the call out fee and tow charge or other work carried out by the roadside assistance provider on site if the failure occurred due to an error of the traveller (e.g. locked in keys, punctured tyres, etc.)
- (b) The Owner is responsible for all costs associated with mechanical issues arising while the vehicle is on hire. SHAREaCAMPER may deduct the cost from the payout of this hire or invoice the owner separately for any outstanding amount.
- (c) The Owner is responsible for all costs associated to a NZRA call out 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 consent. If the Traveller repairs the Vehicle with the Owners consent, the Traveller must retain and provide the Owner with the original tax invoice.

32.6 The Owner will reimburse the Traveller for the costs of any repairs the Owner 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, or the repairs have been conducted in a defective manner.

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 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.

33.2 The Traveller indemnifies 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.

- 33.3 The Traveller indemnifies 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.
- 33.4 Except as expressly set out in these Terms or in the Consumer Guarantee, SHAREaCAMPER, its employees or agents will have no liability to the Owner for any loss or damage of any kind whatsoever, except where such loss or damage is due to the negligence or wilful act or omission of SHAREaCAMPER or its employees or agents.
- 33.5 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

- (a) If an Accident occurs in relation to the Vehicle during the Actual Rental Period, the Traveller must: take reasonable steps to obtain the names and addresses of third parties and any witnesses;
 - (b) where required by law, report the accident to police, regardless of estimated damage costs;
 - (c) not accept blame or insist the other party is at fault;
 - (d) if possible, photograph damage to all vehicle(s) and registration number(s); and
 - (e) 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' and not at completion of the Agreed Rental Period.

Time Frame for Settlement of Traveller Liability Claims

- 34.3 SHAREaCAMPER shall use 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 Vehicle Security Deposit refunds applicable within 60 days of receiving final resolution and payment relating to Third Party claims.
- 34.5 For information regarding outstanding claims or Vehicle Security Deposit 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 changeover Vehicle, a new Vehicle Security Deposit is required and this amount is determined by the Liability option.

Maintenance and Repairs

- 34.8 Provided the Traveller was not responsible for the damage, The Owner is obliged to accept (including deduction from the Owners 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, The Owner will be informed and will need to confirm the repair in advance.
- 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
- (c) provision of at least two quotes for the rectification of the damage.

- 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 Liability Reduction Option purchased, the Traveller will pay for the cost of repairing or replacing tyres and rims, and the windscreen damaged during the Rental Period.

Time Frame and Disputes arising from Insurance claims

- 34.12 Any claims must be submitted within 14 days of the drop off date of the vehicle. Any claims that will be submitted after this date will not be processed.
- 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

Limitations on use of the Vehicle in New Zealand

- 34.15 The Vehicle must only be operated on properly constructed sealed roads.
- (a) The Vehicle must not be operated "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
 - (b) The Vehicle must not be operated on Ball Hut Road (Mt Cook), 90 Mile Beach (Northland), and Skippers Canyon Road (near Queenstown).
- 34.16 The Traveller must not operate the vehicle:
- (a) Exceeding the carriage of the additional passengers or load of the vehicle's design specification;
 - (b) In any opencast or underground mining activity
 - (c) To move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (d) 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); and
 - (e) on any road or section of road that has been compromised including through flooding, debris or earth movements;
 - (f) on any surface, or in any conditions specified as excluded in the Application.

35. RETURNING THE VEHICLE

- 35.1 The Traveller must return the Vehicle on the Return Date at the Return Time and Return Location.
- 35.2 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.
- 35.3 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.
- (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.

- (b) The Owner needs to satisfy SHAReCAMPER about the claim and may need to present evidence, e.g. photographs. The Processing Fee applies and may be charged to the Traveller.
- 35.4 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.
- 35.5 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 27.3
- (b) SHAReCAMPER takes no responsibility for any personal property left in a vehicle after the hire is completed.
- 35.6 Upon giving 24 hours advance notice, the Traveller may return the Vehicle early to the Owner by delivering it to the Return Location.
- 35.7 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.
- 35.8 If for any reason, the Owner agrees to allow the Vehicle to be returned to a place other than that specified in the Application, the Traveller will comply with any other requirements set out in the Application or of the Owner for the return of the Vehicle.
- 35.9 These Rental Agreement Terms apply to any variation or extension of a Rental Agreement.
- 36. EXCESS KILOMETRES**
- 36.1 If the Application specifies 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 terms in this Rental Agreement;
- (b) in the Owner's reasonable opinion:
- (i) the Traveller has acted fraudulently in connection with this 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 SHAReCAMPER via the Site. Unless a Rental Adjustment is specified in the Application, 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 the Owner.
- 39. SPECIAL CONDITIONS**
- 39.1 This Agreement includes any terms set out as special conditions in the Application.
- 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 Deposit 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:
- (d) procuring appropriate acknowledgements and consents from landlords, mortgagees and property owners; and
- (e) detaching, or procuring the detachment of, the Vehicle from any land or goods to which it becomes attached.