

Happy Campers

Insurance and Liabilities

2018-2019



1. Insurance - Standard Rates

All Happy Campers standard rates include standard Happy Campers vehicles insurance (Bronze Insurance cover). Happy Campers require a bank pre-authorisation of the insurance excess (bond) and amount from the hirer's credit card or debit card.

The hirer is liable for all damage to the vehicle regardless of who is at fault. If the hirer is not at fault and the third party admits liability, then a refund will be processed upon receipt of payment from the third party. The hirer is liable for all damage to a third-party vehicle and /or property if the hirer is at fault

An Accident Report **MUST** be filled out, when there is **ANY** damage to the vehicle while it is hired

Please Note: Third party insurance is not compulsory in New Zealand and claims can take months to resolve. For peace of mind Happy Campers recommends the hire to take Platinum Insurance

2. Excess Reduction Options

There are four levels of excess/ bond reduction available to the hirer. The standard insurance included in our rates is called the Bronze Insurance cover. You are insured in case of accident damage. The liability is applicable regardless of who is at fault and must be upon the completion of the rental period. If the hirer is not at fault and the third party admits liability, then Happy will refund the amount charged to the hirer paid immediately after the accident. Please note the hirer is fully liable for all towing/ retrieval costs of the damage vehicle regardless of the Excess Reduction Option the hirer has selected. Please be aware that once an Excess Reduction Option is selected and confirmed with Happy Campers, the cost of the Excess Reduction Options is **NON- REFUNDABLE**.

Bronze Insurance Cover

Happy 4 Berths- There is an excess of NZ\$6,000 included within our standard rates.

Happy 2,3, Hi5 and 2ST -There is an excess of NZ\$4,000 included within our standard rates.

Happy Sleeper vans - There is an excess of NZ\$4,000 included within our standard rates.

Silver Insurance Cover

Happy 4 Berths - Our Silver insurance cover is an extra NZ\$30 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$2,000.

Happy 2,3, Hi5 and 2ST - Our Silver insurance cover is an extra NZ\$15.00 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$1250.00.

Happy Sleeper vans - Our Silver insurance cover is an extra NZ\$15.00 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$1250.00

Gold Insurance Cover

Happy 4 Berths- Our Gold insurance cover is an extra NZ\$45 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$750.00

Happy 2, 3, Hi5 and 2ST - Our Gold insurance cover is an extra NZ\$22.50 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$500.00

Happy Sleeper vans - Our Gold insurance cover is an extra NZ\$22.50 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$500.00.

Gold insurance cover includes the following extras:

Picnic table & chairs (one chair for each person travelling)
Baby seat and/or child booster seat
One windscreen and multiple windscreen chips will be covered for accidental damage

Platinum Insurance Cover

Happy 4 Berths - Our Platinum insurance cover is an extra NZ\$70 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$0.00

Happy 2,3, HI5 and 2ST - Our Platinum insurance cover is an extra NZ\$35.00 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$0.00

Happy Sleeper vans - Our Platinum insurance cover is an extra NZ\$35.00 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$0.00

Platinum insurance cover includes the following extras:

Please advise us which free accessories you require prior to pick up.

These are GPS, Baby Seat, Outside BBQ, Picnic Table and Chairs, Solar Shower and Porta Potti.

Zero excess Carbon emissions off setting for all kilometres travelled – This is not Road User Charges

One windscreen, multiple windscreen chips and two tyres will be covered for accidental damage

Please note: Platinum insurance does not cover any damage, either through Negligence or Wilful Misconduct to the vehicle e.g. backing into another vehicle or objects, smashing/breaking of vents by trees or leaving the vent open whilst driving, leaving windows open (except drivers and passengers) whilst driving, not avoiding objects close to the vehicle – side wiping either side and under the vehicle. etc

Protection Plus Insurance Cover

Happy 4 Berths - Our Protection Plus insurance cover is an extra NZ\$60 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$0.00

Happy 2,3, HI5 & 2ST - Our Protection Plus insurance cover is an extra NZ\$30.00 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$0.00

Happy Sleeper vans - Our Protection Plus insurance cover is an extra NZ\$30.00 per day (to a maximum of fifty (50) days) and this reduces your excess to NZ\$0.00

Number of claims

Each insurance policy can only have one individual claim made by the hirer. The policy is cancelled after each accident and all payments are forfeited. Happy Campers reserves the right to agree to a renewal of any insurance policy or to cancel the hire at the hirers cost.

3. Liabilities

The hirer is liable for any and all damage to a Happy Campers vehicle or costs when:

1. These Terms and Conditions are breached
2. Negligence or wilful misconduct has occurred e.g. backing into another vehicle or objects smashing/breaking of vents by trees or leaving them open whilst driving, leaving windows open (except drivers and passengers) whilst driving, not avoiding objects close to the vehicle – side wiping either side and under the vehicle .
3. Incorrect or contaminated fuel is used (this includes running out of fuel or putting fuel in the water tank or system).
4. The vehicle is used in contravention of any legislation or regulation.
5. The hirer takes the vehicle onto a beach or sand.
6. The vehicle comes submerged, flooded, bogged or immobile.
7. The hirer dose not obey height-restricted areas (such as, but not limited to, car parking buildings) and damage is caused to the roof of the vehicle.
8. The hirer is involved in a single vehicle rollover. This includes, but is not limited to, a vehicle that has rolled, tipped, or fallen over on its side.
9. Driving on gravel or unsealed roads (there are no restrictions on which road the vehicle can be driven on, however, travel on gravel or unsealed roads voids all liability limitations)
10. Retrieving, storing and recovering the vehicle to the agreed rental location following an accident
11. The hirer has failed to stop and contacted Happy Campers when a warning light appears on the dashboard
12. The hirer continues to drive the vehicle following the temperature gauge moving in a direction which shows a departure from the normal operating temperature
13. The hirer continues to drive the vehicle after a mechanical breakdown or failure (including an accident) has occurred.
14. The hirer, at Happy Campers request, does not complete an insurance claim form following an accident.

16. Accessories

Accessories are available to hire off Happy Campers. It is best to pre order these to guarantee availability. You can still order the accessories at pick up but your first choice may not be available. Please note the Hirer is fully liable for all costs if the accessories are lost, damaged or stolen regardless of what Excess Reduction Option was taken. The GPS fee of \$5 per day is payable up to a maximum of 30 days thereafter no fees apply (maximum \$150).

Happy Campers will supply the child seat, the hire must install the child seats and make sure the restraints are installed correctly to New Zealand legislations.

To ensure that the gas bottles are off (unlocked) whilst driving and that the rear or sliding door or windows of the vehicle are open when the gas cooker is used.

17. On-Road Assistance – Mechanical Faults

If the vehicle has any mechanical failures these problems must be reported to Happy Campers as soon as possible in order to give Happy Campers the opportunity to rectify the problems during the rental.

Please Note: This service does not cover failures resulting in the hirer's action or inaction which includes, but is not limited to the following:

- The vehicle running out of fuel or incorrect fuel being used
- The keys being locked inside the vehicle or lost
- Flat batteries caused by incorrect usage of the batteries and/or incorrect usage of any equipment that requires the batteries in order to operate
- A breakdown resulting from damage caused in an accident
- A breakdown caused by wilful neglect

Happy Campers uses AA Roadside Assistance. The hire may be liable for a charge by the road side assistance provider in the even assistance is required for the above. **In addition, this includes relating to vehicle recovery assistance and towing in the event of an accident.** These terms and conditions of hire authorises Happy Campers or AA Roadside Assistance to charge the hirer directly.

The hirer is not entitled to any refund at the end of the hire period unless Happy Campers has been advised of the problem earlier and has been given the opportunity to rectify the situation. Happy Campers does not accept any liability for any claims made after this point. Happy Campers is not liable for any delay in repair caused by the breakdown occurring on a weekend or a public holiday. A refund can be requested if the breakdown has directly caused a delay in travel of 48 hours or more, if the delay is less than 48 hours in one location Happy Campers can deny the refund request at its own discretion.

18. Maintenance and Repairs – Equipment Faults

The hirer shall take all reasonable care to ensure that the vehicle is properly maintained. This shall include **DAILY** checks to the oil, water and batteries. The hirer shall be liable for any cost associated with the incorrect use of fuel (fuel being diesel or petrol), including putting fuel in the water tank. The failure of accessories such as TV, DVD, CD player, microwave, gas heater, air conditioning unit, fridge and hot water heater do not constitute a breakdown. Any problems associated with the vehicles equipment, must be reported to Happy Campers as soon as possible and within 24 hours in order to give Happy Campers the opportunity to rectify the problem. Failure to do so will compromise any claims as we cannot accept liability for any claims submitted after this period. Happy Campers will endeavour to facilitate on-road repairs however should the repair not be possible or fail the hirer is not entitled to a vehicle change or compensation.

19. Refunds

Regretfully, no refund can be given for any unused portion of your holiday. However, your travel insurance may in some circumstances cover the unused portion. Refunds for hires paid and cancelled prior to pick up will be subject to our cancellation policy. If it is determined that a refund is due, Happy campers will make the refund back on the original credit card charged, or a refund will be direct credited to your bank account. All refunds will be made in NZ\$ and Happy Campers does not accept any liability for currency exchange rate fluctuations. Refunds are processed once a week and can take up to 21 working days depending on the renter's financial institution.

20. Exchange Vehicle

The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, Customer location, accident liability and remaining hire duration. Additional charges may be incurred (as per below).

- If an Exchange Vehicle is required because of an accident, the Customer is responsible for making their own way to the nearest Happy Campers branch at their own cost.
- Happy Campers may offer the hirer the option of paying an 'Exchange Vehicle Relocation Fee' to send a driver to deliver the exchange vehicle to the hirer's location.
- The hirer will pay for any costs relating to delivery of a change over vehicle because of any single Vehicle accident. The charge applies irrespective of any Excess Reduction Options taken.
- A new insurance shall be required for the Exchange Vehicle.

21. Extra Fees

- If the vehicle is not returned in an identically clean state as it was supplied, a fee of NZ\$150.00 will apply
- Public Holiday vehicle collection or drop-off will incur a one-off fee of NZ\$60.00 to be paid at pick up. Happy Campers is open on the following Public Holidays: 2 January, Waitangi Day, Easter Monday, ANZAC Day, Queens Birthday, Labour Day, Boxing Day, Auckland or Christchurch Anniversary days.
- If the toilet (where applicable) is not returned empty and clean, a fee of NZ\$150.00 will apply.
- If the waste tank (where applicable) is not returned empty, a fee of NZ\$150.00 will apply.

22. Traffic Infringements

All traffic infringements including Speeding Fines, Parking Tickets, Unpaid Toll charges and Free Camping fines are the responsibility of the hirer. Happy Campers will charge the hirer's credit card using the bond imprint given to cover the cost of the fine, plus a processing fee of NZ\$50. In the circumstances of credit card failure, or no credit card is supplied then Happy Campers reserves the right to pass on details of the hirer's home contact to the New Zealand Traffic Authorities at a fee of NZ\$50.

23. Fuel and LPG

All vehicles are supplied with a full tank of fuel and full bottle of LPG at the start of the hire and must be returned with a full tank at the end of your hire. If the vehicle is returned without a full tank of fuel or LPG bottle, the hirer is liable for the cost to refill, plus a fee of NZ\$50.

24. Road User Charges related to Diesel Vehicles ---This is not Carbon Emissions

The Road User Charge of Diesel Vehicles is an extra charge to the hirer.

The Road User Charge Recovery Fee will be calculated and collected on return of the vehicle based on the kilometres travelled during the hire.

The vehicle rates per 1000kms are as follows

- Happy 3, Hi 5 ----- NZ\$72.00
- Happy ST / --- NZ\$72.00
- Happy 4 Berths ----- NZ\$73.00

Happy Campers reserves the right to amend the Road User Charges Recovery Fee upon charges in Government regulations.

25. Delivery and Return of Vehicle

The vehicle shall be returned in a clean condition, on the return date in the agreement and at the location noted on the agreement.

26. Change of Drop-Off Destination

If the hirer wishes to change the drop off destination after confirmation of booking, they must first obtain authorisation from Happy Campers. Subject to the change being approved, a minimum additional charge of NZ\$950.00 will apply.

27. Rental Extension & Late Return

If the hirer wishes to extend the rental whilst on hire, they must first obtain authorisation from Happy Campers who will advise of the additional cost. Rental extensions are subject to fleet availability. Failure to obtain authorisation (i.e. a late return) will result in the hirer being charged their daily rate plus an additional NZ\$500 per day for each day the vehicle is not returned.

Important

Please Note:

These Terms and Conditions constitute the entire agreement and there are no other oral undertakings, warranties or agreements. Happy Campers and any employee, agents or representative of the company or by anyone providing services or facilities, are not authorised to vary, add to, or delete from this agreement or to make any representation about performance, specifications or fitness for purpose of Happy Campers. The company cannot be bound by any representative or statement unless it is confirmed in writing by the company's director or management.

Where the hirer comprises of more than one person, each person is liable jointly and severally for all obligations under this agreement Happy Campers take no responsibility for any detention, delay, loss, damage or injury that a hirer might experience no matter how it is caused by whom.

Should you book through an agent, then your travel agent will forward deposits and other payments to us on your behalf, but your travel agent is not our agent for the purpose of the receipt of monies.

No refunds are payable on accommodation, or motorhome/campervan not being available, where a hirer or passenger amends, cancels or seeks to vary the agreements after departure.

Happy Campers reserves the right to amend these Terms and Conditions, vehicle specifications and tariffs at any time without prior notice.

Happy Campers reserves the right to refuse a rental at its own discretion and cancel any rental agreements at any time if there has been any report of driving which breaches New Zealand Laws

Illustration and text in any of our websites are a representation only of the vehicle depicted. Variances in the vehicle offered for rental may occur due to substitutions made by Happy Campers or modifications and/or upgrade to the vehicle designed made by the manufacturer.