



- The hirer does not obey height-restricted areas (such as, but not limited to, car parking buildings) and damage is caused to the hired vehicle or third party property. The hirer is not liable for any and all damages or costs when Worry Free excess reduction option is taken
- 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. The hirer is not liable for any and all damages or costs when Worry Free excess reduction option is taken
- Driving on gravel or unsealed roads (this excludes access roads up to 100m in length, roadworks and roadside rest areas)
- Retrieving, storing and recovering (or disposing of) the vehicle to the agreed rental location. The hirer is not liable for any and all damages or costs when Worry Free excess reduction option is taken
- The hirer has failed to stop and contact Lucky Rentals when a warning light appears on the dashboard
- The hirer continues to drive the vehicle following the temperature gauge moving in a direction which shows a departure from the normal operating temperature
- The hirer continues to drive the vehicle after a mechanical breakdown or failure (including an accident) has occurred
- The hirer, at Lucky Rentals request, does not complete an insurance claim form following an accident
- The replacement cost of the campervan component provided with the vehicle or hired accessory when not returned or returned in a damaged or non-working condition

## Excess reduction options

There are three levels of excess reduction options available to the hirer:

### The Gambler

Lucky Rentals' rates include standard vehicle cover with an excess/bond of NZ\$3000. i.e There is no extra cost.

### On the Fence

The hirer can pay an additional NZ\$20 per day (to a maximum of fifty (50) days) and reduce the excess/bond to NZ\$1500.

### Sure Thing

The hirer can pay an additional NZ\$30 per day (to a maximum of fifty (50) days) and reduce the excess/bond to NZ\$0. A bank pre-authorisation of NZ\$250 will be required.

Sure Thing includes the following:

- One complete windscreen replacement or multiple windscreen chips
- Multiple tyre replacement
- Free extra drivers

### Worry Free

The hirer can pay an additional NZ\$45 per day (to a maximum of fifty (50) days) and reduce the excess/bond to NZ\$0. A bank pre-authorisation of NZ\$250 will be required.

Worry Free includes the following:

- Premium Road-side assistance
- One complete windscreen replacement or multiple windscreen chips
- Multiple tyre replacement
- Free extra drivers
- Free hire of a picnic table, and a chair for each passenger
- Free linen pack (max two (2) per booking)
- Any and all damages or costs when the hirer is involved in a single vehicle rollover
- Any and all damages or costs when the hirer does not obey height-restricted areas and damage is caused to the hired vehicle or third party property
- All associated costs when retrieving, storing and recovering (or disposing of) the vehicle to the agreed rental location following an accident

All excess reduction options are subject to a minimum period of five (5) days.

**Third Party excess reduction insurance is not compulsory in New Zealand and claims can take months to resolve. For peace of mind, Lucky Rentals recommends the hirer takes the Worry Free excess reduction option.**

## Accidents

A non-refundable administration fee of NZ\$75 will apply in the event of an accident. This is irrespective of whether the hirer or a third party is at fault and will be applicable on a per claim basis.

The hirer will be responsible for all associated costs in retrieving, storing, recovering (or disposing of) the vehicle to the agreed rental location irrespective of whether the accident is the hirer's fault or a third party. The hirer is not liable for all associated costs when Worry Free excess reduction option is taken.

In the event that the costs of all parties involved in the accident and liability is not confirmed before drop off of the vehicle the hirer will be charged the full excess under the rental agreement. The hirer will be refunded any excess payment following confirmation of costs and liability.

If an exchange vehicle is required it is the hirer's responsibility, and at their cost, to return to the nearest Lucky Rentals depot to collect the exchange vehicle. Prior to the collection of an exchange vehicle the daily rate will still apply and Lucky Rentals accepts no liability for loss of travel days and associated costs.

Lucky Rentals cannot guarantee an exchange vehicle following an accident. Any exchange vehicle may take up to three (3) days to be available and may not be an identical vehicle. This is irrespective of whether the hirer or third party is at fault.

In the event of an exchange vehicle being required, any excess reduction option purchased is not transferable to the exchange vehicle.

If an exchange vehicle is not required by the hirer no refund for the unused portion of the hire is applicable.

## Mechanical faults

The hirer shall take all reasonable care to ensure that the vehicle is properly checked and maintained during the hire period. This shall include daily checks of the oil, water and tyre pressures.

Mechanical breakdowns must be reported to Lucky Rentals as soon as possible in order to give Lucky Rentals the opportunity to rectify the issues during the hire. In order to facilitate on-road repairs, Lucky Rentals may require the hirer to take the vehicle to an approved repairer.

Lucky Rentals is not liable for any monetary (or otherwise) loss relating to a battery fault or failure in vehicles equipped with secondary (house) batteries where the vehicle is not connected to 240v power at a campsite at least once every three (3) days for a minimum period of eight (8) hours to ensure the battery is sufficiently charged.

The hirer is not entitled to any refund unless Lucky Rentals has been advised of the issue, and has been given the opportunity to rectify the situation.

A refund can be requested from Lucky Rentals if a breakdown has directly caused a delay in travel in one location of 48 hours or more.

Lucky Rentals is not liable for any delays in rectifying a situation caused by a breakdown occurring on a weekend or public holiday.

Lucky Rentals is not liable for any monetary (or otherwise) loss arising from the hirer pre-paying activities or campsites, including but not limited to, where a breakdown has caused delays in the hirer's travel schedule.

## Road-side assistance

The vehicle is covered by 24 hour, 7 days road-side assistance.

This service covers any mechanical malfunction or failure of the vehicle.

Please note that this service does not cover failure resulting from the hirer's actions or inactions, which includes, but is not limited to:

- Changing of tyres
- 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

The hirer is liable for any charge from a road-side assistance provider in the event assistance is required for the above. In addition, this includes all charges relating to vehicle recovery assistance and towing in the event of an accident. The hirer hereby authorises Lucky Rentals or Lucky Rentals roadside assistance provider to charge the hirer directly for these costs.

The hirer can pay an additional NZ\$45 per day (to a maximum of fifty (50) days) for Worry Free Excess reduction option that includes Premium Road-side assistance coverage that covers the hirer's cost for the above failure resulting from the hirer's actions or inactions, excluding a breakdown caused by wilful neglect.

## Non-mechanical failure

The failure of non-mechanical accessories such as, but not limited to, the fridge, hot water, DVD / CD player, water pump, gas cooker and microwave do not constitute a breakdown.

## Refunds

Refunds are typically in the form of a rental extension.

Subject to any provisions under the Fair Trading Act 1986 and/or the Consumer Guarantees Act 1993, any potential refund for a breakdown of the vehicle will be comparable to the daily rental rate of the vehicle for each day in which use of the vehicle is not available.

**All monetary refunds are processed in NZ\$ and Lucky Rentals does not accept any liability for currency exchange rate fluctuations or bank charges.**

## Important

Where the hirer comprises of more than one person, each person is liable jointly and severally for all obligations under this agreement.

Lucky Rentals cannot be held responsible for any insect infestation such as, but not limited to, mosquitoes, ants, flies, fleas and bedbugs.

Except to the extent where Lucky Rentals is liable under law, the hirer agrees to release and indemnify Lucky Rentals from and against all actions, claims, demands, losses, damages, costs, expenses, harm or other misadventure which the hirer may suffer or incur or become liable for as a result of the use or misuse of the vehicle.

Should the vehicle booked be unavailable, Lucky Rentals reserves the right to substitute an alternative vehicle without prior notification, and at no extra cost to the hirer or cancel the booking and refund the hirer all monies paid to Lucky Rentals. Please note a substitute vehicle may be with a different supplier.

The hirer authorises Lucky Rentals to collect, hold and use the hirer's personal information for purposes related to the hire of the vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by Lucky Rentals. The hirer further acknowledges that such personal information may be disclosed to debt collection agencies, parties involved in an accident with the vehicle while on hire, any agents responsible for the processing or handling of infringements and fines or statutory bodies as required.

Lucky Rentals reserves the right to amend these terms and conditions, vehicle specifications and tariffs at any time without prior notice. Subject to changes in legislation or system generated errors, Lucky Rentals will not amend the terms and conditions applicable to a confirmed booking, unless the booking is amended at the hirer's request.

Lucky Rentals reserves the right to refuse any rental and/or terminate a confirmed booking or current hire and take immediate possession of the vehicle if: the vehicle is damaged; the hirer has not complied with any of the material terms and conditions; in the reasonable opinion of Lucky Rentals and/or any New Zealand Police officer, the hirer does not have sufficient skill or experience to operate the vehicle, or the safety of the passengers or the vehicle is at risk.