

# Just go NZ Ltd Terms and Conditions

Last updated 14<sup>th</sup> May 2010

## Definitions

'I,'me' and 'my' refers jointly and severally to the person or persons who are the customers. 'This Agreement' means the Rental Agreement, the Insurance Motor Rental Agreement and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other Just go literature, the provisions of these Terms and Conditions apply

'Just go' means Just go NZ Ltd, Unit 9B, 89 Ellice Road, Glenfield, North Shore, Auckland. 0629. New Zealand.

'Customer' means the person or persons nominated as the hirer under the heading 'Hirers Name / Contact' on the Rental Agreement, any person whose credit or debit card is presented in payment of the customer's charges, or any person who deems themselves to be the legal entity and ultimately responsible for the motorhome. Should the legal entity be different from the driver, then full name, address and contact phone numbers must be supplied.

### 'Rental Period'

Means the hire period as stated on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control.

### 'Vehicle'

Means the vehicle as stated on the Rental Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the Vehicle and any replacement or substitute Vehicle which may be provided at the discretion of Just go NZ Ltd.

### 'Living Equipment'

Includes but is not limited to Xbox, LCD Screen, Microwave, CD player, crockery, cutlery, cooking utensils.

### 'Security Deposit'

Means the amount held as security by Just go in relation to this hire. Just go will refund the security deposit within 7 working days of the date the motorhome is returned back to Just go. Should any damages exceed the security deposit the customer will be responsible to settle all additional costs over and above the security deposit value.

### 1. Hire rates quoted include:

- GST (12.5%)
- Unlimited miles
- Road user charges (Diesel tax)
- NZ standard vehicle insurance\*
- NZ Standard equipment & breakdown\*\*

\*Insurance loading. In some cases, Just go will incur additional charges if the driver to be insured has a traffic conviction. These charges will be passed onto the customers.

\*\*Just go will supply full breakdown cover to cover any mechanical faults to the base chassis of the motorhome. Any call out charges necessitated by the client through operator error, e.g. a flat vehicle battery, wrong or insufficient fuel, keys locked in Motorhome etc will be the responsibility of the client.

### 2. Depot

Unit 9B, 89 Ellice Road, Glenfield, North Shore, Auckland. 0629. New Zealand.

### 3. Depot hours

- Monday to Friday: 09h00 - 17h00
- Saturday: 09h00 - 16h00
- Sundays & Public holidays: closed, unless by prior arrangement

### 4. Minimum Hire

This ranges from 5 to 10 days depending on the season. Christmas and New Year minimum 10 days hire. Just go reserves the right to increase the minimum hire period for certain events.

5. **One ways:** are permitted by prior arrangement only and a one way fee will apply.

### 6. Cancellation charges

- More than 6 weeks before: Booking Deposit
- 6 weeks - 2 weeks: 50% of total hire charge
- 2 weeks - No Show: 100% of total hire charge

Just go cannot postpone or transfer money from one hire to another. Just go reserves the right to amend our cancellation policy for certain events.

### 7. Drivers

- Age limits: 25 to 70 years.
- Driver must be able to demonstrate that they have driven on a regular basis (More than 3 times per week) for at least 3 years and feel confident to drive a vehicle of the dimensions of our largest motorhome 7196mm long 2240mm wide and 3000 mm high.
- All drivers must have held a valid licence for 3 or more years.
- All drivers must be present at checkout of the Motorhome. No exceptions can be made.
- Production of a full, valid standard driver's licence (note: your licence address must be your current home address), as well as a valid passport are required from all drivers at the start of hire. Should the drivers fail to present all correct documentation and identification on collection of the motorhome, then Just go will be unable to release the motorhome and no refunds will be given. If you have a modern UK licence we require both the photo card and paper counterpart.
- If you are required to supply an International licence in addition to your standard licence to drive in New Zealand, this must be issued in the country your standard licence was issued and be supplied alongside your standard drivers licence. Just go may not be able to

### Drivers continued...

get cover for any driver who has had a driving conviction other than for speeding. Please contact the office to see if cover can be arranged.

- Drivers are personally liable for all legal penalties (e.g.: parking tickets, congestion charges, speeding fines) which are incurred during the period of hire.
- Maximum of 3 drivers per rental.

### 8. Collection & Return

- **Collection:** Please allow 1 hour for the hand-over at the depot - to complete the documentation and demonstrate your vehicle to you. Please allow the same on your return.
- **Return:** The vehicle must be returned on the date, and before the time stated, on the rental agreement. Vehicles must be returned clean and in the same condition as they left the depot, otherwise a charge will be made for additional valeting and or upholstery cleaning. In the case of gross negligence Just go reserves the right to recover full costs in order to return the motorhome to the state in which it was handed over. In addition a separate toilet cleaning fee of \$250.00 will apply if the toilet waste tank is not empty on return.
- **Late return:** If you will be late returning, Just go must be advised immediately. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of \$250.00 per hour will be payable for all late returns.

### 9. Delivery and Return of the Vehicle

- I acknowledge having received the Vehicle in a clean condition and in sound working order in accordance with the Motorhome Handover Checklist and with a full Diesel tank and full fresh water tank.
- I will return the vehicle in a clean condition with a full Diesel tank and full water tank on the return date and time set out under the Rental Agreement.
- I acknowledge that Just go NZ Ltd will not refund to me any monies, nor have any obligation to provide a replacement vehicle, if the Vehicle is returned or I cease to have use of the Vehicle or an item of equipment on the vehicle prior to the return date for any reason e.g. Accident, weather, theft or damage.

### 10. Passengers

Just go authorises the use of these vehicles up to the stated number of passengers. Each person is to use the safety restraints provided at all times whilst the vehicle is in motion. Rambler, Adventurer and Explorer motorhomes carry 6 people (including the driver). Child seats are available (fees apply) and it is the responsibility of the hirer to ensure they have been requested in advance and fit them themselves correctly.

11. **Pets:** I will not allow any animals to be carried in the Vehicle, unless otherwise agreed with Just go and an additional security deposit paid and the Just go dog policy adhered to.

### 12. Insurance (provided all the personal information supplies is correct)

The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the customer (including death or bodily injury to the driver) or their personal possessions. The vehicle insurance is provided by Aon New Zealand Ltd. The hire rate quoted includes a standard excess of NZ\$2000.00. In the event of any damage to either the vehicle or third party property, the hirer will be liable for the first NZ \$2000.00. The hirer will also be fully liable for all overhead damage, damaged deemed as gross negligence and replacement or repair of windows and windscreens or tyre damage.

### 13. Collision Damage Waiver (CDW)

CDW at \$45.00 per day will reduce the \$2000.00 excess for damage due to a collision (i.e. reported accident) to either the vehicle or third party property to \$0. The hirer will however be fully liable for any Overhead damage, replacement or repair to windows and windscreen, tyre damage or damage costs caused through gross negligence. Applies in respect of each incident and or claim, not Rental. Minimum term for CDW is 5 days in winter and 7 days during the summer.

Should the Terms and Conditions not be adhered to, the CDW will be void and the customer will be liable in full for all damages. Please note that the CDW Insurance is completely optional and can be decided upon collection of your vehicle. After the hire has commenced, CDW insurance cannot be taken out.

### 14. Overhead Damage

All drivers must be aware of the (unusual) height of the motorhome and are responsible for all damage if driven under an obstruction that is too low for it to clear - the obvious examples are low bridges and height restrictions into car parks etc. In this event neither the Basic Insurance nor Collision Damage Waiver Insurance will apply and the hirer will be responsible for the repair of all damages. Overhead damage is deemed as any damage to any part of the vehicle which occurs above 6 feet (1.83 metres) and or any third party property.

### 15. Security Deposit

There is a refundable NZ\$2000.00 Security deposit payable by cash, credit card or Eftpos. Should the security deposit be paid by credit or debit card, the amount will be debited from your account immediately. This is fully refundable within seven days of return of the vehicle to the agreed location, on the agreed date and time, in the same condition as it was let out, with the toilet empty, the interior clean including all cooking appliances and the fuel tank and fresh water tanks full. Just go reserves the right to increase the security deposit for specific events e.g. World Cup events, Festivals, clients travelling with pets or any other hire where the Motorhome is carrying 4 or more adults to \$3000.00

- On taking delivery of the Vehicle, I agree to pay the Security Deposit
- I irrevocably authorise Just go NZ Ltd to deduct from the Security Deposit any amounts due by me to Just go arising out of this Agreement.

*Security Deposit continued...*

- c) The security deposit will be refunded within 7 working days of the vehicle being returned to the correct location, undamaged, with a clean interior and a full fuel tank. We reserve the right to retain a cleaning fee if the motorhome is not returned with the interior in a clean condition. Also the toilet and waste water tank must be emptied prior to the return of the vehicle or an additional \$250.00 soiling fee will be retained.
- d) Should any damages exceed the security deposit the customer will be responsible to settle all additional costs over and above the security deposit value within 7 days of your hire end date.

Note: Where the hirer has opted for the CDW option, no excess will be charged in the event of a collision, but they should be aware that the \$2000.00 security deposit will be used to fund any loss or damage what so ever to equipment, fixtures and fittings, windows, tyres or negligent damage to the vehicle. Should these damages exceed \$2000.00 the customer will be liable for the total cost and the difference will need to be settled within seven days of returning the Motorhome.

**16. Extras**

- Bedding Single set (quilt/pillow/towel) \$60.00 (per set per rental)
- Bedding Double set (quilt/2 x pillow/2 x towels) \$120.00 (per set per rental)
- Camp table/chairs \$60 per week
- Bike rack (holds up to 3 bikes) \$60.00 per week
- Bike & helmet: \$70 per week adult's bike, \$45 child's bike (Bike rack free when 2 or more bikes are hired)
- Satellite navigation system: \$75.00 per week,
- Colour TV \$100.00 per week
- Generator \$187.50per week
- CDW Insurance \$45.00 per day
- Additional driver \$7.00 per person, per day, clean driving licence (max 2).

**17. Payment**

Availability is on a request and confirm basis at the time of reservation. A reservation is only binding after it has been confirmed by Just go and a down payment of \$450.00 per week of hire has been received. Once the reservation is confirmed, a full booking confirmation pack will be e-mailed out to the client. Settlement of the remaining balance will be due six weeks prior to departure. Just go reserves the right to cancel the booking if payment is not received six weeks prior to departure. Payment is by credit card (Visa or MasterCard), Eftpos, cheque or bank transfer in NZ dollars. For late bookings (less than six weeks before departure) the full rental price is payable on booking. Vehicles will not be released without full payment being completed. Cheques will not be acceptable for late bookings (less than 2 weeks prior to departure).

**18. Rental and Other Charges**

I will pay Just go Ltd;

- a) All rental charges
- b) The security deposit.
- c) The nominated cleaning fee if the Vehicle is not returned with the interior in a clean condition;
- d) The nominated additional fee of \$250.00 if the toilet and waste water tank are not emptied prior to the return of the Vehicle.
- e) The nominated cancellation fee in the event of cancellation of this agreement prior to acceptance or delivery of the vehicle;
- f) The cost of any damage to the Vehicle or the property of any third party, subject to the insurance or CDW cover;
- g) The Collision Damage Waiver fee, if applicable;
- h) All government fees and duties etc;
- i) All parking fines, other fines or penalties, and/or accidents including third party property damage not reported on return of the Vehicle; and associated administration costs incurred in relation to the Vehicle during the Rental Period;
- j) Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by Just go NZ Ltd as a result of any breach by me of the terms of this Agreement
- k) The daily rental rate for the period the Vehicle is off fleet for accident repairs (demurrage)
- l) Any additional costs over and above the security deposit value should damages exceed the security deposit value.
- m) The cost to recover a Vehicle.
- n) The cost of refilling the Diesel tank.

**19. Administration Charges**

Should Just go receive penalty charge notices for speeding, parking fines or road tolls then an administration fee of \$70.00 will be added to the charge to cover all administration and postage costs. Just go will also add an administration charge of \$70 to any variations requested on an already confirmed booking.

**20. Errors in Rental Charges**

Total charges as set out therein are not final. I will pay any shortfall in charges to Just go NZ Ltd and I will receive a refund for any overcharge acknowledged by Just go NZ Ltd.

**21. Payment of Charges, Joint and Several Liability**

All charges and expenses payable by me under this Agreement are due on demand by Just go NZ Ltd. If I do not pay all charges when due, I agree to pay a late charge of 1.5% per month on the outstanding balance and any collection costs incurred by Just go NZ Ltd, including reasonable legal fees. When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this agreement.

**22. Credit Card Payment**

Visa card and MasterCard only. Please note that a 2% charge will be levied to cover banking fees when a credit card is used to make payment

- a) Just go NZ Ltd will accept payment by credit cards approved by Just go NZ Ltd.
- b) When payment is paid by credit card, I agree that;
  - i. Just go NZ Ltd is irrevocably authorised to complete any documentation and to take any other action to recover from my

*Credit Card Payment continued...*

- credit card issuer all amounts due by me pursuant to this Agreement, including but not limited to, any amounts due in respect to damage to the Vehicle or to property of a third party and all other additional charges as they are incurred (including all parking and traffic infringement penalties, road toll fines, and associated administration costs);
- ii. I will not dispute my liability to Just go NZ Ltd for any amount due under this agreement and I shall indemnify and keep indemnified Just go NZ Ltd against any loss incurred (including legal costs) by reason of notifying my credit card issuer of such dispute.
- iii. Just go NZ Ltd may process the credit card voucher; in the event that Just go elects to accept payment of the Security Deposit by holding an open security payment which will be cancelled at the completion of the Rental Period, I agree that Just go NZ Ltd is entitled to recover payment from my credit card issuer pursuant to clause 22, section b, sub-section i, in respect of any amounts due which were not known at the time of cancelling the open security payment.
- c) I acknowledge that all transactions under this agreement are conducted in New Zealand Dollars. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against my credit card and the amount refunded within 7 days after the expiration of the rental period. I release Just go NZ Ltd from any liability for such variation.

**23. Use of the Vehicle**

I agree that during the rental period, I will not and will not allow the Vehicle to be;

- a) Driven otherwise than in a cautious, prudent and normal manner;
- b) Used in a manner which could cause damage
- c) Driven in a prohibited area or in an area other than the areas indicated by me to Just go NZ Ltd;
- d) Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- e) Left with the ignition key in the vehicle while it is unoccupied
- f) Left unoccupied without the steering wheel security lock applied and the Xbox and flat screen covered.
- g) Driven by persons :
  - i. Under the age of 25 years; or
  - ii. Who is not authorised by law to drive the Vehicle. Particulars of a proposed licensed driver of the Vehicle are set out under the heading 'Hirer's Name/ Contact' in the Rental Agreement.
- h) Damaged by :
  - i. Submersion in water
  - ii. Contact with Salt Water
- i) Used for any illegal purpose for any race, rally or contest
- j) Used to tow any vehicle or trailer.
- k) Used to carry passengers or property for hire or reward
- l) Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this agreement
- m) Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material
- n) Otherwise used in breach of my obligations under this Agreement.

**24. Vehicle Damage - Insurance Cover**

I am aware that;

- a) The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the customer or their possessions.
- b) I will have to pay an excess for any Insurance claim (unless CDW is used). The insurance excess is \$2000.00
- c) The excess may be reduced or removed, in most circumstances, by taking out a CDW. The CDW, if any, accepted by me, is set out under the 'Insurance Declaration' on the Rental Agreement
- d) I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this Agreement
- e) In the case of winter hire, Just go will not be and cannot be held responsible in the event of any damage or inconveniences caused by freezing conditions. This is the responsibility of the hirer.
- f) I will be responsible for any damage caused through gross negligence and will not be covered by the insurance including CDW should I drive into, or reverse into any objects e.g. bridges, overhead signs, trees etc or cause any other damage through gross negligence.

**25. Road Restrictions**

- a) All Vehicles may only be driven on sealed / bitumen roads.
- b) I acknowledge that Just go NZ Ltd reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.
- c) No vehicles shall be driven on Skippers Road (Queenstown), Ninety mile beach (Northland), Ball Hut Road (Mt Cook), North of Colville Township (Coromandel Peninsula) and Tapu-Coroglen Road (Coromandel Peninsular), all unsealed ski access roads, or any other private road.

**26. Alterations to the Vehicle**

I shall not make any alterations or additions to the Vehicle without the prior written consent of Just go NZ Ltd.

**27. Maintenance**

- a) I shall take all reasonable steps to properly maintain the Vehicle, including checking oil and coolant levels, tyre pressures and batteries.
- b) I acknowledge that Just go NZ Ltd will reimburse me for expenditure up to NZD \$100.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle (not including the water system, refrigerator, heating, audio and DVD equipment)

Provided That:

- i. I produce relevant receipts; and
- ii. I have received the prior consent of Just go NZ Ltd;
- iii. The damage is not due to my fault or my breach of this Agreement.

*Maintenance continued...*

- c) Subject to the terms of this agreement, I will pay for the cost of repairing or replacing tyres damaged during the Rental Period PROVIDED THAT Just go NZ Ltd will reimburse me for expenditure reasonably incurred if;
  - i. I produce relevant receipts;
  - ii. The tyre is defective and is returned by me to Just go NZ Ltd for inspection; and
  - iii. The manufacturer accepts liability under his warranty,
- d) I will be liable for any costs associated with the incorrect use of fuel. All Just go motorhomes run on DIESEL.

**28. Motorhome Systems**

Just go will carry out a full Pre Checkout Inspection (PCI) on every motorhome before the commencement of hire. The PCI involves testing every system on board the motorhome to ensure they are operating correctly. In conjunction with this the hirer will be taken on a tour of the motorhome and shown how each system works. Should an onboard system fail during your hire, Just go will make every effort to remedy the fault whilst you are away but in some circumstances this may not be possible and Just go cannot be held responsible and will not refund any monies should a loss of service be encountered.

**29. Responsibility when accident occurs**

- a) In the event of any accident, loss or damage arising out of the use of the vehicle, I will
  - i. Notify Just go NZ Ltd within 24hrs of the happening of the event
  - ii. Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;
  - iii. Complete an accident report form as supplied;
  - iv. Not make any admission of liability to other parties, settlement offer or other like offer;
  - v. Assist Just go NZ Ltd in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.
- b) I acknowledge that the excess or other amount due by me in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period.
- c) I will pay for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault.
- d) No security deposit or insurance excess payment will be refunded until claim is settled.

**30. Change of Vehicle**

Just go NZ Ltd reserves the right, at its absolute discretion, to substitute a comparable or superior Vehicle for the Vehicle ordered. In that event, I shall not be liable for any increased rental or other charges save for any addition running costs pertaining to the substitute vehicle. Such substitution shall not entitle me to any refund and does not constitute a breach of this Agreement.

**31. Terminating the Agreement**

I acknowledge that Just go NZ Ltd may terminate this Agreement and repossess the Vehicle at any time, without notification to me, and that I will pay the reasonable costs of repossessing the Vehicle, including towing charges if;

- a) I am in breach of any term of this Agreement;
- b) I have obtained the Vehicle through fraud or misrepresentation;
- c) Any statement, representation or warranty made by the customer in respect to himself or additional drivers is incorrect
- d) The Vehicle appears to be abandoned
- e) The Vehicle is not returned on the agreed return date or Just go NZ Ltd reasonably believes that the Vehicle will not be returned on the agreed return date;

*Terminating the Agreement continued...*

- f) Just go NZ Ltd considers n reasonable grounds that the safety of passengers or the condition of the Vehicle is in danger. I understand that in the event of such termination or repossession, I have no right to a refund of any part of the rental charges or the Security Deposit

**32. Release and Indemnity of Just go NZ Ltd**

- a) Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I release Just go NZ Ltd, its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this Agreement, including but not limited to:
  - i. Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose;
  - ii. Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any Just go NZ Ltd premises or recovered or handled by Just go NZ Ltd
- b) Subject to any insurance arrangements agreed with Just go NZ Ltd, I hereby indemnify and shall keep indemnified Just go NZ Ltd, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the Vehicle.

**33. Title to Vehicle**

I acknowledge that Just go NZ Ltd retains title to the Vehicle and its contents and that I possess the goods as a mere bailee only. I do not have any right to pledge Just go NZ Ltd credit in connection with the Vehicle and agree not to do so. I shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

**34. Changes**

Any changes to this agreement must be in writing and must be signed on behalf of Just go NZ Ltd and by me.

**35. Force Majeure**

We will make every effort to ensure that the reserved Motorhome is available for you at the correct time. If, due to circumstances beyond our control, this is not possible and if an alternative or acceptable Motorhome is not available our liability is limited to the refunds of all monies paid by you

**36. My Warranties**

I warrant that all information supplied by me to Just go NZ Ltd in connection with this agreement is true.

**37. Proper Law**

This agreement shall be governed by the law of New Zealand in which this agreement was signed.

**38. Data Protection Act**

The information that you have provided to Just go NZ Ltd will be used to fulfil this contract placed with us. We will not pass this information onto any other organisation outside this company other than to our insurer and Aon New Zealand Ltd.

**39. Entire Agreement**

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement. Just go NZ Ltd reserves the right to add or amend the vehicle specifications and rental charges without prior notice.

**By signing below you agree that you have read and accept the above Terms and Conditions and that these along with the Rental Agreement form a legally binding contract between yourself and Just go NZ Ltd.**

<b>Main driver</b>	
Signed: _____	Print name: _____
Date: _____	
<b>Driver 2</b>	
Signed: _____	Print name: _____
Date: _____	
<b>Driver 3</b>	
Signed: _____	Print name: _____
Date: _____	
<b>Payer of Security Deposit (if not a named driver on the Rental agreement)</b>	
Signed: _____	Print name: _____
Date: _____	