



**MIGHTY NEW ZEALAND – FLEX
CAMPERVAN RENTAL CONDITIONS
01 April 2022 to 31 March 2023**

Vehicle Name	Vehicle Code	Vehicle Name	Vehicle Code
Highball	2YX	Double Down	4YX
Deuce	2Y	Deuce Plus	3Y
Double Up	4Y	Big Six	6Y

- Daily vehicle hire rates include unlimited kilometres, airport transfers upon vehicle collection and return.
- All campervans are fully equipped with linen, bedding, kitchen and general living equipment, as well as GPS navigation. Customers are encouraged to download the *thl Roadtrip App* for a show-through of their camper. The App also features CamperHelp 'how to videos', showing them how to use the features of the camper.

DISCOUNTS

Long Term Hire Discounts will apply.

Discounts apply to the daily vehicle rate only.

FEES

One-way Rental Fees <i>(charged per hire, minimum one-way rental duration may apply)</i>	Auckland to Christchurch or Queenstown	Pick-up between 01 April and 30 September	\$150
		Pick-up between 01 October and 31 March	\$250
	Christchurch to Queenstown or vice versa	Pick-up between 01 April and 30 September	\$50
		Pick-up between 01 October and 31 March	\$75
	Christchurch or Queenstown to Auckland	Pick-up between 01 October and 31 March	\$150
Location Fees	Queenstown (for same city collection and return only one fee applies)		\$95
	Christchurch pick up fee (subject to change)		\$0
Extra Driver Fee	A fee per extra driver, per hire applies. \$2 per day (maximum charge per hire, per driver is \$30)		
Pet Fee	A pet service fee will apply per hire. Up to two cats or dogs may be carried in the campervan		\$299
Public Holiday Surcharge	A Public Holiday Surcharge will apply to all rentals picking up and/or dropping off on the observed public holiday dates at the pick-up and drop-off location. Please see table below		\$100

FEES CON'T

	AUCKLAND	CHRISTCURCH	QUEENSTOWN
15 April 2022	✓	✓	✓
18 April 2022	✓	✓	✓
25 April 2022	✓	✓	✓
06 June 2022	✓	✓	✓
24 June 2022	✓	✓	✓
24 October 2022	✓	✓	✓
11 November 2022		✓	
26 December	✓	✓	✓
27 December 2022	✓	✓	✓
02 January 2023	✓	✓	✓
30 January 2023	✓		
06 February 2023	✓	✓	✓
20 March 2023			✓

Mighty Additional Booking Options

	Standard Campervan Liability	Inclusive Pack	Express Return Pack ⁶
	Standard Inclusion	Available on request	Available on request
Key Liability Points			
Liability Reduction Option¹ No liability in the case of damage* Without this, you are liable for up to \$5,000 per incident. Damage includes: - Damage to hired vehicle* - Damage to third party property* - Windscreen, tyre, towing, recovery costs, theft, fire, break in or vandalism* - Damage caused by a third party where it is unclear who is at fault* - Vehicle rentals costs while vehicle is off hire.* (Any costs incurred will be calculated and recovered at the end of your hire, regardless of your third party cover).	X	✓	-
Single vehicle rollover cover ²	X	✓	-
Overhead and underbody damage cover ²	X	✓	-
Inclusions			
Extra Driver Fees	X	✓	-
Linen exchange ³	X	✓	-
Picnic table	X	✓	-
Picnic chairs <i>(chairs per person travelling)</i>	X	✓	-
Baby / Booster seat – on request <i>(cannot be fitted in some vehicle categories)</i>	X	✓	-
Snow chains if required	X	✓	-
Portable fan heater if required	X	✓	-
Return gas bottle empty	-	-	✓
Return fuel tank empty	-	-	✓
Toilet & Waste Water Emptying service	-	-	✓
Road User Charge Recovery Fee ⁴	-	-	✓
Express key return ⁵	-	-	✓

*If the customer breaches any of the Mighty Rental Agreement Terms and Conditions terms and that breach is the cause of or contributes to the relevant damage, or the exclusions apply, the customer is responsible for all damage.

¹**Liability Reduction Option:** No vehicle Liability (Exclusions apply).

	Cost per day	Maximum Charge
Highball and Double Down	\$32	\$1,600
All other campervans	\$42	\$2,100

²**Single vehicle rollover cover and Overhead & underbody damage cover:** The customer will not have to pay for the cost of any damage attributed to an accidental single vehicle rollover or overhead and underbody damage. Without this cover the customer will have unlimited liability to cover any damages incurred.

³**Linen Exchange:** This service allows customers to exchange their linen and bedding during their rental after seven days of travel at any Mighty branch. The branch will need to be notified ahead of time to ensure items are available and ready for when customers arrive.

⁴**Road User Charges**:** The Road User Charge Recover Fee is included in the Express Return Pack.

If this Package is not selected the Road User Charge Recovery Fee will be calculated and collected on return of the Campervan based on the kilometres travelled during the hire.

The vehicle rates per 100km are as follows:

Highball, Double Down, Deuce and Deuce Plus	\$7.64
Double Up and Big Six	\$8.04

⁵**Express key return:** In conjunction with Liability Reduction Option or the Mighty Inclusive Pack.

⁶**Express Return Pack:** Pricing and inclusions are subject to change.

**Mighty reserves the right to amend the Road User Charge Recovery Fee in response to changes in Government Road User Charges.

VEHICLE LIABILITY AND LIABILITY REDUCTION OPTION

New Zealand's statutory, no-fault Accident Compensation scheme covers everyone in New Zealand injured in an accident. Accordingly, Mighty does not accept any liability for personal injuries sustained during the rental. Except where such loss or damage is caused by Mighty's (or that of its employees) own negligence or breach of the Mighty Rental Agreement Terms and Conditions, Mighty does not accept liability for any loss or damage to any personal belongings or property of the Customer (or any person or entity related to the Customer). Mighty strongly recommend that all people travelling in New Zealand take out personal travel insurance to cover injury or loss.

In the USA a liability is referred to as the "deductible".

Liability

Unless the customer has purchased the Liability Reduction Option or the Mighty Inclusive Pack, they must pay for the first \$3,500 (for the Highball and Double Down) or \$5,000 (for all other campervans) worth of damage per claim where they are at fault (Exclusions apply). This is applicable regardless if the hirer has purchased private travel insurance.

Where the customer has purchased the Liability Reduction Option or the Mighty Inclusive Pack, their liability for damage will be zero. However, the customer will be responsible for the total costs of any damage, and the Liability Reduction Option and the Mighty Inclusive Pack (if taken) will be void if:

- the customer breaches any of the Mighty Rental Agreement Terms and Conditions terms and that breach is the cause of or contributes to the relevant damage.
- the damage is covered by any of the exclusions in the Exclusions section set out below.

Damage includes any and all damage to third party property, and any and all damage to the rented Vehicle including windscreens, tyres, towing and recovery costs, theft, fire, break in or vandalism. The costs of any damage will include the cost of repairing the damage, and, where the damage is the customer's fault, the cost of the daily rental rate for the period the Vehicle is being repaired. A processing fee of \$60 and associated damage assessment fees is applicable per claim.

Any amounts payable must be paid at the time the vehicle is returned to a Mighty branch, or by the due date set out in an invoice issued by Mighty.

The maximum public liability is \$20,000,000, sub limits may apply. Please note that the maximum public liability may change during the course of the year for which these terms apply.

MIGHTY STRONGLY RECOMMENDS THAT OUR CUSTOMERS TAKE THE MIGHTY INCLUSIVE PACK.

Exclusions

The Liability Reduction Option or the Mighty Inclusive Pack will not apply and the customer is responsible for all costs arising out of, or incurred in connection with:

- Any use of the vehicle prohibited under the Mighty Rental Agreement.
- Any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle) or driving under the influence of alcohol or drugs, or negligence.
- Any loss or damage to any personal belongings or property of the customer (or any person or entity related to the customer), except where such loss or damage is caused by Mighty's (or that of its employees) own negligence or breach of the Mighty Rental Agreement Terms and Conditions. Mighty recommends the customer does not leave valuables in the vehicle and that they take out personal travel insurance.
- Any damage where the customer is charged by local authorities for being careless, showing gross negligence or wilfulness in failing to abide by the local road rules, resulting in damage to the hired vehicle or third party vehicle/property.
- Retrieving or recovering a vehicle, which may include, but is not limited to a vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned, in each case in circumstances within the control of the customer.
- Replacing keys, which have been lost or stolen, or retrieval of keys which have been locked in a vehicle.
- Any overhead and underbody damage to the vehicle however caused, except where Liability Reduction Option or the Mighty Inclusive Pack has been purchased.
- Any single vehicle rollover except where the Mighty Inclusive Pack has been purchased.
- Damage caused to the vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual. Vehicles are not to be used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

- j) Damage caused by drivers not identified on the rental agreement and/or drivers whose licence has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence.
- k) Any damage caused to the vehicle due to the incorrect use of snow chains.
- l) Any damage associated with the incorrect use of fuel (fuel being diesel or petrol), which includes Biofuel which should not be used, or water or other contamination of fuel.
- m) Any water related damage which includes, but is not limited to, vehicle submersion, contact with salt water, creek or river crossings, driving through flooded areas and beach driving.
- n) Any damage caused to the vehicle by a customer's cat or dog.

CONDITIONS

Rental Duration

- Minimum and maximum rental periods apply and are subject to change.
- Late pick-up or early return of vehicle does not entitle the customer to any refund of the unused portion of the rental.
- If a customer wishes to extend the rental whilst on hire, they must first obtain authorisation from Mighty (call 0800 422 267). This is subject to availability. The extra cost of an extended rental must be paid by credit or debit card on confirmation of the rental extension. Failure to obtain authorisation will result in a daily fee of \$150 in addition to the daily rate (plus Liability Reduction Option or the Mighty Inclusive Pack charges) for each day until the vehicle is returned. The daily rental rate charge will be the rate applicable on the day of extension (which may differ from the original rate booked) per vehicle for the extended period.

Operating Hours

Mighty branches are open daily from 0800 to 1630 hours, 7 days a week with the exception of Christmas Day (25 December) when all branches are closed.

Mighty requests that clients collecting or returning their vehicle to be in the office by 1600 hours.

Multiple Rentals

Should a customer have more than one consecutive rental they can be combined to qualify for longer-term hire discounts off the daily vehicle rates. Details are on application.

Road Restrictions

Campervans can only be driven on sealed/bitumen or well-maintained roads. The only exceptions to this are well-maintained access roads of less than twelve kilometres to recognised campgrounds and major tourist attractions. Should a customer wish to travel on an unsealed road that is greater than twelve kilometres in length to access a recognised campground special permission can be arranged pending road condition, weather and distance. Please contact your local representative to discuss. Vehicles shall not be driven on:

Skippers Road (Queenstown)	Crown Range Road (Queenstown)
Ball Hut Road (Mt. Cook)	Ninety Mile Beach (Northland)
North of Colville Township (Coromandel Peninsula)	All ski field access roads (from 01 June to 31 October).

maui reserves the right, acting reasonably, to restrict vehicle movements in certain areas due to adverse road or weather conditions.

Should a customer breach the road restriction rules by taking a vehicle on a restricted road, Mighty may impose a fee on the customer of \$300 on each occasion that is identified by Mighty.

Licence and Age Restrictions

A current and full motor vehicle driver's licence is required and must be produced upon vehicle collection. Should a foreign licence be in a language other than English it must be accompanied by a current international driving permit issued in the same country as the driver's licence was issued. An accredited English translation will be accepted in lieu of an international driving permit. Drivers must be 21 years of age or over. If the rented vehicle is a Highball or Double Down; drivers must be 18 years of age or over.

Change of Drop Off Location

If the customer wishes to change the drop-off destination, they must first obtain authorisation from Mighty (call 0800 422 267).

Subject to the change being approved, an additional charge of up to \$750 may apply.

Change of Vehicle

Should the vehicle booked be unavailable, Mighty reserves the right to substitute an alternative vehicle without prior notification and at no extra cost. This shall not constitute a breach of contract and does not entitle the hirer to a refund.

Voluntary Downgrade

Should the hirer decide to take a lesser vehicle than booked they will not be entitled to any refund.

Note: Mighty reserves the right to refuse any rental at its discretion.

Vehicle Age

All Mighty vehicles are a minimum of 5 years of age.

CONDITIONS CON'T

Transfers

Mighty provides free airport to branch and branch to airport transfer on the day of arrival and departure for our Auckland, Christchurch and Queenstown branches.

Toll and Traffic Notices and Administration Fees

Mighty reserves the right to charge the customer for any speeding, toll way, parking or freedom camping fines. In addition to the costs associated per fine, an administration fee of \$60 may be applicable.

Should a customer not observe all applicable road rules and other legal requirements in relation to driving in New Zealand and exceeds the lower of:

- (i) the posted speed limit; or
- (ii) the maximum speed which the vehicle is permitted to travel by law,

by more than 5km/h for a continuous duration of longer than 10 minutes, as determined by and notified to the customer through the Telematics System, and the customer receives 3 or more such notifications, the customer acknowledges and agrees that Mighty may impose a NZ\$300 fee on the customer to cover the administrative costs involved in monitoring excessive speed and the cost of wear and damage to the vehicle as a result of excessive speed.

Pet Fee

Up to two cats or dogs may be carried in the campervan. A pet fee of \$299 will apply per hire. Pets which travel must be registered, treated for fleas and be controllable. At pick-up and drop-off in our branch locations, customers must ensure that their pet is secure on a lead and is supervised by an adult outside the branch. Pets must be clean and dry before entering the campervan. Whilst driving, pets must be restrained in the rear of the campervan, avoiding the possibility of distracting the driver. Mighty reserves the right to charge the customer a \$250 cleaning fee for any animal related soiling of the campervan.

Credit and Debit Card Payments

Where a credit or debit card is presented as payment, the credit or debit card holder will be jointly and severally liable as a customer.

The following credit or debit cards will be accepted: Visa credit or Visa debit card, MasterCard credit or MasterCard debit card and American Express credit card. A non-refundable 2.7% administration fee will apply to all Visa and MasterCard transactions. A non-refundable 5.2% for American Express transactions. Credit card administration fees are subject to change.

Credit Card Authority

The customer authorises Mighty to retain the details of their credit or debit card and to take any action to recover from the credit or debit card the amounts due by the customer pursuant to the Mighty Rental Agreement Terms and Conditions. These charges including, but not limited to, vehicle cleaning (this includes toilet and waste water tank emptying), speeding, toll way, parking or freedom camping fines, on road assistance, delivery and return of vehicle, late drop off fees, failure to return the vehicle with full diesel or petrol tanks or full LPG bottle (pre-paid fuel and pre-paid gas is included in the Express Return Pack), rental extensions or Exclusions. For security purposes, only the customer's Visa credit or Visa debit card, MasterCard credit or debit card or American Express credit card can be used for the Credit Card Authority. Credit or debit cards must be valid for 90 days following the end date of the rental.

Exchange Rate / Currency Variations

All credit and debit card transactions are conducted in New Zealand dollars. If a refund is due, Mighty will credit the amount due in full to the Customer's credit or debit card. Mighty does not accept any liability for credit or debit card fees or bank-imposed fees relating to currency conversion or foreign transactions, which may appear as a variation between the total debited and the total refunded.

Booking Amendments

All amendments to bookings are subject to availability of the vehicle and/or package. Different rates may apply based on the amendment made.

Amendments prior to the vehicle collection date will be re-calculated at the flex rate applicable on the date of amendment. This applies to changing the hirer name, vehicle type, reducing the number of rental days, changing pick-up dates and/or changing the pick-up or drop-off location. Where the number of rental days is being extended prior to the vehicle collection date (days are being added on at the end of the rental with no change to the original pick up date), the original flex rate, which applied at the time of the original booking, will apply.

Cancellation Policy

If the customer changes the travel dates of their booking and subsequently cancels:

- the cancellation fee applying to the original cancellation period will apply where the customer has postponed their travel dates; and
- the cancellation fee applying to the new cancellation period will apply where the customer has brought forward their travel dates.

CONDITIONS CON'T

Calculation Errors

Mighty will not honour calculation errors. Should a calculation error occur Mighty will charge for the shortfall.

On-Road Assistance

Any problems associated with the vehicle, including equipment failure, must be reported to Mighty as soon as possible and within 24 hours in order to give Mighty the opportunity to rectify the problem during the rental. Failure to do so may impact any claims for compensation. Please contact us on free phone 0800 788 558 or landline 0064 9 255 4471.

BRANCHES

AUCKLAND	13 Manu Tapu Drive	Auckland Airport	Ph: (09) 255 3910
CHRISTCHURCH	159 Orchard Road	Christchurch	Ph: (03) 357 5624
QUEENSTOWN	50 Lucas Place	Frankton	Ph: (03) 450 9510

Operating Hours

Mighty branches are open daily from 0800 to 1630 hours, 7 days a week with the exception of Christmas Day (25 December) when all branches are closed.

Mighty requests that clients collecting or returning their vehicle to be in the office by 1600 hours.

Please Note

Please note that it is mandatory for all customers to complete our Customer Pre-Arrival Registration.

This document contains a summary of some of the rental conditions. For detailed conditions, refer to the rental agreement upon vehicle collection. A copy of the rental agreement can be downloaded from www.mightycampers.co.nz.

Disclaimer

Illustrations and text in any of our documentation, brochures or website are subject to change. Images are a representation only of the vehicle depicted. Variances in the vehicles offered for rental may occur due to substitutions made by Mighty or modifications and/or upgrades to the vehicle design made by the manufacturer.