

KRONOS
CAMPERVANS



KRONOS ADVENTURE CAMPERVAN COMPANY

Van Rental Agreement

Operator Contact Email: kronosadventureco@gmail.com

IMPORTANT: You must read, acknowledge, and sign the final page of this Agreement. Together with payment of the required 20% deposit, this confirms your booking.

1. Vehicle Description and Term of Hire

Operator: Kronos Adventure Campervan Company Limited (NZBN 9429052382079)

Hirer: _____

Additional Driver(s): _____

This Van Rental Agreement (the “**Agreement**”) is made between Kronos Adventure Campervan Company (the “**Operator**”) and the Hirer named above, and any Additional Driver(s) named above (the “**Additional Driver(s)**”).

The “**Vehicle**” refers to the van selected by the Hirer and confirmed in the Deposit and Agreement Request Email. This Agreement applies to the rental of that Vehicle.

“**Deposit and Agreement Request Email**” means the email automatically sent by the Operator to the Hirer (or any Additional Driver(s)) in response to the completion of the

Booking Request Form, providing all relevant details, including but not limited to: the selected Vehicle; rental dates; insurance selections and the Hirer's agreement to their choice of insurance; deposit and payment information.

The hire charge applicable to the Vehicle is as stated in the Deposit and Agreement Request Email.

"Booking Request Form" means the form completed by the Hirer (or any Additional Driver(s)) to request the hire of a Vehicle, including all information submitted, selections made, and consents provided, including the Hirer's agreement to the selected insurance option, but does not constitute confirmation of the booking.

All \$ refers to NZD \$.

"Business Day" means any day other than a Saturday, Sunday or public holiday in New Zealand.

2. Definitions

Fees – mean the fees payable by the Hirer to the Operator as set out in the Van Rental Agreement plus any additional fees payable under this Agreement.

Dollars and \$ – are New Zealand currency and exclude GST unless otherwise stated.

GST – means New Zealand's Goods and Services Tax.

Agreement – means:

- This Van Rental Agreement signed by the Hirer and the Operator; and
- These General Terms and Conditions; and
- Any documents expressly incorporated by reference, including the Booking Request Form and the Insurance Options table on the Operator's website.

Rental Period – means the period of time from the pick-up date to the drop-off date shown on the Deposit and Agreement Request Email.

Vehicle – means the vehicle described in the Deposit and Agreement Request Email (or any substitute vehicle) and includes the accessories and contents supplied by the Operator.

Hirer – means the person(s) recorded in the Van Rental Agreement as the Hirer.

Additional Driver(s) – mean the person(s) recorded in the Van Rental Agreement as the Additional Driver(s).

Operator Contact Email – means the email address specified in this Agreement for notices, communications, and inquiries relating to the hire of the Vehicle.

Booking Request Form – means the form completed by the Hirer (or any Additional Driver(s)) to request the hire of a Vehicle, including all information submitted, selections

made, and consents provided, including the Hirer's agreement to the selected insurance option, but does not constitute confirmation of the booking.

Operator – means Kronos Adventure Campervan Company, being the entity supplying the Vehicle under this Agreement, and includes its employees, agents, and authorised representatives.

Deposit and Agreement Request Email – means the email automatically sent by the Operator to the Hirer (or any Additional Driver(s)) in response to the completion of the Booking Request Form, providing all relevant details, including but not limited to: the selected Vehicle; rental dates; insurance selections and the Hirer's agreement to their choice of insurance; deposit and payment information.

Force Majeure – means:

- A natural disaster or weather event – including but not limited to, flood, earthquake, tsunami, volcanic eruption, wildfire, tornado, or storm;
- A public health event – including but not limited to, epidemic or pandemic;
- Government, regional, or local authority restrictions or changes in law – including but not limited to, border closures, operational restrictions for businesses, or movement restrictions;
- A strike;
- A terrorist attack;
- Any other circumstances outside of the reasonable control of the Operator.

Stored Payment Authorisation – means the Hirer's consent for the Operator to retain and process a tokenised payment method via Stripe for up to 30 days after the end of the Rental Period, as described in **Clauses 4.8–4.9**.

Bond – means the security deposit payable under **Clause 11**.

3. Persons Who May Drive the Vehicle

3.1 The Vehicle must only be driven:

- By persons named or described in Section 1; and
- By persons who hold a valid and current overseas or NZ full driver license (with an approved English translation or an International Driving Permit if the license is not in English) that is appropriate for the class of vehicle; and
- Over the age of 18 years old; and
- Within the conditions of the Hirer's license or the Additional Driver(s) license.

3.2 Any person listed as an Additional Driver on this Agreement is permitted to drive the Vehicle, provided they hold a valid driver's license and comply with the terms of this Agreement. The Hirer remains fully responsible for the Vehicle and for any act or omission of any Additional Driver as if it were their own.

4. Payments by Hirer

4.1 The Hirer must pay the Operator for the hire of the Vehicle the total amount specified in the Deposit and Agreement Request Email (which confirms the selected vehicle, rental dates, and total charges) forming part of this Agreement.

4.2 The booking will be deemed confirmed, and this Agreement will become legally binding, only when:

- The Operator has received a signed copy of this Agreement from the Hirer (and any Additional Driver(s)); and
- The Operator has received the required deposit payment in full, as stated in the Deposit and Agreement Request Email.

Once both conditions are met, the Operator will issue written confirmation by email, at which point the booking is confirmed subject to the Cancellation Policy in **Clause 23**.

4.3 The remaining balance of the hire charge must be paid no later than 31 days prior to the Rental Start Date stated in the Deposit and Agreement Request Email.

4.4 If the Hirer makes a booking within 31 days of the Rental Start Date, the full hire amount is payable at the time of booking.

4.5 All payments must be made via the secure Stripe payment link provided in the Deposit and Agreement Request Email. Payment details are processed by Stripe Payments NZ Ltd in accordance with its PCI-DSS compliant security standards. The Operator does not directly receive or store full card information.

4.6 If payment is not received within the required timeframe, the Operator may cancel the provisional booking in accordance with Clause 24, and any deposit already paid may be forfeited under that clause.

4.7 Prices are quoted in New Zealand dollars (NZD) and include Goods and Services Tax (GST) unless otherwise stated.

4.8 By making payment through Stripe, the Hirer authorises the Operator to securely store a payment method token through Stripe's PCI-DSS compliant system. This authorisation permits the Operator to charge the Hirer's card for any additional amounts owed under this Agreement, including (but not limited to) cleaning fees, late return fees, refuelling costs, traffic infringements, tolls, damage repairs, loss-of-use charges, or other amounts due.

4.9 The Hirer acknowledges and agrees that this stored payment authorisation will remain valid for up to 30 days after the end of the Rental Period to allow the Operator to process any additional or delayed charges incurred during or as a result of the hire. The Operator will provide an itemised statement for any such post-hire charge upon request.

4.10 Before processing any post-hire charge exceeding NZD \$200, the Operator will use reasonable endeavours to notify the Hirer by email and telephone (using the

contact details provided). If the Hirer does not respond within three (3) Business Days, the Operator may charge the amount, provided an itemised statement and supporting evidence are supplied on request.

5. Use of the Vehicle

5.1 The Hirer and any Additional Driver(s) must not:

- Use or allow the Vehicle to be used for the transport of passengers for hire or reward unless the Vehicle is hired with the Operator's knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1998 ("Act");
 - Sublet or hire the Vehicle to any other person;
 - Allow the Vehicle to be used outside their authority, except by the Additional Driver(s);
 - Operate the Vehicle or allow it to be operated in circumstances that constitute an offence against any of Sections 56, 57 and 58 of the Act;
 - Operate the Vehicle or allow it to be operated in any race, speed test, rally or contest;
 - Operate the Vehicle or allow it to be operated in breach of the Act, the Land Transport Act 1998, the Land Transport (Road User) Rule 2004, any other Act, regulation, rule or bylaw relating to road traffic, or the Freedom Camping Act 2011;
 - Operate the Vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or RUC certificate, whichever is lesser;
 - Drive or allow the Vehicle to be driven on any beach, driveway, or surface likely to damage the Vehicle;
 - Operate the Vehicle or allow it to be operated in any manner that is in breach of this Agreement;
 - Drive the Vehicle on any beach, river bed or unsealed road except for access roads to designated campsites; or
 - Use the Vehicle for any illegal purpose or to tow any other vehicle.
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6. Hirer's Obligations

6.1 The Hirer must ensure that:

- All reasonable care is taken when driving and parking the Vehicle;
- The water in the Vehicle's radiator and battery are maintained at the proper level;
- The oil in the Vehicle is maintained at the proper level;
- The Vehicle's tyres are maintained at their proper pressure;
- The Vehicle is locked and secure at all times when it is not in use;
- The Vehicle's distance recorder or speedometer are not interfered with;

- No part of the Vehicle's engine, transmission, braking or suspension systems are interfered with; and
- Should a warning light be illuminated or the Hirer believe the Vehicle requires mechanical attention, they stop driving and advise the Operator immediately.

6.2 Smoking or carrying animals in the Vehicle is strictly prohibited. A minimum breach fee of NZD \$300 applies for each violation, plus the actual cost of professional detailing, deodorising, and any required replacement of upholstery or bedding.

7. Operator's Obligations

7.1 The Operator will supply the Vehicle in a safe and roadworthy condition, displaying a valid and current Certificate of Fitness.

8. Mechanical Repairs and Accidents

8.1 If the Vehicle is involved in an accident, is damaged, breaks down, or requires repair or salvage, regardless of cause, the Hirer and any Additional Driver(s) must notify the Operator immediately.

8.2 The Hirer must not arrange or undertake any repairs or salvage without the Operator's authority except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle or to other property.

8.3 If the Vehicle requires repair or replacement, the Operator must arrange repairs to the Vehicle or arrange a replacement vehicle within a reasonable timeframe (typically within 48 hours of notification), provided that the Operator will not be required to repair or replace the Vehicle if it was damaged while being operated in a manner which breaches this Agreement.

9. Return of Vehicle

9.1 The Hirer must return the Vehicle:

- To the location and by the time stated in the Deposit and Agreement Request Email;
- In the same clean and tidy condition (interior and exterior) as at collection;
- With the same fuel level as at the commencement of hire; and
- With all supplied equipment, accessories, and documentation intact.

9.2 The Vehicle is supplied with a full tank of fuel and must be returned with a full tank. If the Vehicle is returned with less than a full tank, the Operator may refuel it and charge the Hirer for the cost of the fuel plus a \$50 administration fee.

9.3 If the Vehicle is returned late, the Hirer will be charged at the daily hire rate until the Vehicle is received, unless prior written consent for extension is given by the Operator.

9.4 Any such charges may be deducted from the Bond or from the authorised payment method under **Clause 4.8**.

10. Insurance, Liability & Damage

10.1 The Operator's vehicles are insured under a commercial motor-vehicle policy. The extent of cover and the applicable excess depend on the insurance option selected by the Hirer when booking, as outlined on the Operator's website and confirmed in the Deposit and Agreement Request Email.

10.2 The insurance does not apply to every type of loss or damage. Some components and circumstances are excluded under our insurer's policy and this Agreement.

10.3 For each incident resulting in damage, the Hirer must pay the applicable excess corresponding to their selected insurance tier. If the Operator or its insurer later recovers those costs from a third party, the excess (less any unrecoverable costs) will be refunded to the Hirer.

10.4 However, if there is damage to the Vehicle exceeding these amounts and the Operator's insurance cover is not available as a result of a breach by the Hirer, or any Additional Driver(s), of the terms of this Agreement, the Hirer must pay for the full cost of the damage.

10.5 The Operator's insurer retains full rights of subrogation. The Hirer agrees to cooperate with any insurer investigation or recovery action.

10.6 If damage occurs, the Operator will provide the Hirer with a written repair estimate and reasonable opportunity to review supporting evidence (photographs, invoices) before any charge is applied to the Bond or payment method.

11. Bond / Security Deposit

11.1 A Security Bond is required at pick-up. The amount of the Bond is directly linked to the Hirer's selected Insurance Tier and equals the maximum insurance excess for that tier. This Bond will be held as a pre-authorisation on the Hirer's credit card via Stripe.

11.2 The bond may be used to cover damage, missing items, fines, loss of use, or other charges under this Agreement.

11.3 After return and inspection, if there are no valid deductions, the bond (or unused portion) will be released within 7 business days. Release of the Bond does not affect the Operator's right to make additional charges under **Clause 4.10** if further costs are identified after the Bond has been released.

11.4 If the Vehicle is involved in an incident and a claim is lodged with the Operator's insurer, the Operator may retain all or part of the Bond for a reasonable period (not exceeding 30 days) while the insurer investigates. The Operator must promptly refund any amount not required once the insurer has confirmed liability or settlement.

12. Policy Exclusions & Hirer Liability

12.1 The Hirer is responsible for all costs and damages arising from misuse, negligence, or breach of this Agreement, regardless of the Hirer's selected insurance tier.

12.2 Unless directly caused by an external event such as collision, fire, theft, storm, malicious damage, or similar, the Operator is not liable for, and the Agreement does not cover:

- Internal mechanical, electrical, or electronic components (engine, transmission, fuel, cooling, suspension, braking systems, etc.) where failure results from misuse, negligence, or breach of this Agreement;
 - Roof, undercarriage, or interior damage caused by misuse, overloading, or driving on prohibited roads;
 - Water or salt damage, including submersion or exposure to beaches, tides, rivers, or floodwaters;
 - Damage from incorrect or contaminated fuel, unless explicitly covered under a policy extension agreed in writing by the Operator;
 - Malicious damage by electronic means;
 - Damage or loss of the Hirer's personal belongings;
 - Damage beyond fair wear and tear to fittings, furniture, or equipment;
 - Any incident occurring while the Vehicle is used in breach of this Agreement or in contravention of New Zealand law (e.g., unauthorised driver, reckless or impaired driving, off-road use);
 - Any consequential or indirect loss to the Hirer (including, without limitation, missed flights, accommodation, or similar losses) to the maximum extent permitted by law.
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13. Accidents, Breakdowns & Claims

13.1 The Hirer and any Additional Driver(s) must immediately notify the Operator if the Vehicle is involved in an accident, damaged, stolen, or breaks down:

- Ensure everyone's safety and move the Vehicle to a safe location if possible;
- Contact our insurer, SMT PAK, immediately for roadside assistance or incident support on 0800 SMT PAK (0800 768 725);
- Notify the Operator as soon as practically possible after contacting SMT PAK;
- Follow all directions given by SMT PAK or the Operator;
- Take photographs, collect witness information, and record relevant details;

- Report theft, vandalism, or serious incidents to Police and provide a copy of the report;
- Do not attempt repairs (except to prevent further damage) without the Operator's approval;
- Do not admit liability, negotiate, or make payments to any third party.

13.2 The Operator will liaise with the insurer and manage the claim process. The Hirer and any Additional Driver(s) must cooperate fully and promptly provide statements, documents, or other assistance if requested.

14. Loss of Use & Related Costs

14.1 If the Vehicle is damaged or involved in an incident for which the Hirer is liable, the Hirer is responsible for loss-of-use charges for the period the Vehicle is unavailable for hire while awaiting or undergoing repair. Loss-of-use charges are calculated at the daily hire rate that would otherwise have applied for the same vehicle class, multiplied by the number of days the Vehicle is unavailable (up to a maximum of 30 days), less any amounts recovered from insurance.

14.2 The Hirer is also liable for reasonable towing, recovery, cleaning, and administrative costs arising from any incident.

14.3 The Operator is not liable for any indirect or consequential losses the Hirer incurs, except where required by law.

15. Voiding of Cover

15.1 Insurance cover will be void, and the Hirer will be fully liable for resulting loss or damage, if the incident occurs while:

- An unauthorised or unapproved driver operates the Vehicle;
- The Vehicle is used contrary to this Agreement (off-road, overloaded, or in competition);
- The driver is under the influence of drugs, alcohol, or commits a serious traffic offence;
- The Vehicle is knowingly operated in an unsafe or unroadworthy condition;
- Incorrect or contaminated fuel is used (unless explicitly covered);
- Damage arises from reckless, willful, or grossly negligent behaviour;
- The Vehicle or its accessories and spare parts are damaged as a result of incorrect fitting or use of snow chains, ski/snowboard racks, roof racks, or bicycle racks;
- Driving on the wrong side of the road, reckless driving, or any serious driving offence where such breach contributes to or causes the incident.

15.2 If the Operator seeks to recover any amount from the Hirer on the basis that insurance cover has been declined or voided, the Operator must first provide the Hirer

with written confirmation from the insurer identifying the reason for the decline and supporting evidence. No charge may be made until that confirmation has been supplied.

16. Tyres and Windscreens

16.1 The Hirer will be liable for the cost of tyre punctures, wheel or rim damage, and windscreen damage (including chips and cracks) during the Rental Period, except where insurance coverage explicitly covers such damage.

16.2 The Operator may, at its sole discretion, charge the cost of repairs or replacement to the Hirer's Bond.

17. Third Party Claims

17.1 If the Hirer or any Additional Driver is involved in an accident, they must: (a) Notify the Operator as soon as possible using the Operator Contact Email; (b) Obtain the names and addresses of all involved parties and witnesses; and (c) Not make any admission of liability.

17.2 The Hirer will be responsible for any damage caused by reckless or negligent driving, or by driving contrary to the terms of this Agreement, and will be liable for damage caused to third parties in such cases, even if insurance coverage would otherwise apply.

18. Maintenance and Repairs

18.1 The Hirer will ensure the Vehicle is maintained in a clean and roadworthy condition during the Rental Period.

18.2 The Hirer must immediately notify the Operator of any mechanical failure, damage, or maintenance issue.

18.3 The Hirer must not arrange any repairs or alterations to the Vehicle without the Operator's prior written consent.

18.4 The Operator will reimburse the Hirer for minor emergency repairs up to \$100 upon presentation of valid receipts. Any repairs exceeding \$100 require the Operator's prior written consent; failure to obtain consent will result in the Hirer bearing the full cost.

19. Termination by the Operator

19.1 The Operator may terminate this Agreement and take immediate possession of the Vehicle if the Hirer:

- Commits any breach of this Agreement;
- Provides false or misleading information;
- Appears unfit or incapable of operating the Vehicle safely;
- Causes, or is likely to cause, damage to the Vehicle or risk to others; in each case without prejudice to the Operator's right to recover all losses, costs, and damages arising from the Hirer's breach.

19.2 In such cases, the Operator may require the Hirer to leave the Vehicle at a safe alternate location approved by the Operator.

19.3 The cost of recovering or relocating the Vehicle will be deducted from the Hirer's Bond.

19.4 The Hirer grants the Operator, its employees, or agents the right to enter any premises where the Vehicle is located to repossess it, without liability for trespass or damage (except where caused by the Operator's negligence).

20. Compliance with Laws and Policies

20.1 The Hirer and any Additional Driver(s) will comply with all applicable New Zealand laws and the Operator's policies, including the guidelines set out in **Clauses 5 and 6**.

21. Fines and Infringements

21.1 The Hirer will be responsible for any parking, traffic, or other infringements incurred during the Rental Period.

21.2 The Hirer expressly authorises the Operator to transfer liability for any infringement notices to the Hirer's name and address. The Operator may charge an administration fee of \$30 per infringement processed, deducted from the Bond or charged to the Stored Payment Authorisation.

22. Substitution of Vehicle

22.1 The Operator reserves the right to substitute the Vehicle for another of a similar type and specification prior to the Rental Period.

22.2 The Operator will notify the Hirer as soon as reasonably practicable if a substitution is required.

23. Cancellations and Refunds

23.1 Cancellations received 31 days or more before the Rental Start Date will result in forfeiture of the 20% deposit.

23.2 Cancellations received between 15 and 30 days before the Rental Start Date will incur a cancellation fee equal to 50% of the total hire charge.

23.3 Cancellations received 14 days or less before the Rental Start Date, or a failure to collect the Vehicle (No-Show), will render the Hirer liable for 100% of the total hire charge.

24. Force Majeure

24.1 Neither party will be liable for any failure or delay in performing their obligations under this Agreement due to Force Majeure.

24.2 The Operator will make reasonable efforts to notify the Hirer of any such event and, where possible, offer alternative arrangements.

24.3 This clause does not affect the Hirer's rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

25. Indemnity and Liability

25.1 Where the Hirer is a consumer (as defined in the Consumer Guarantees Act 1993), nothing in this Agreement limits or excludes the Hirer's rights under that Act or under the Fair Trading Act 1986. Where the Hirer is acquiring the Vehicle for business purposes (as that term is defined in the CGA), the parties agree that the CGA does not apply.

25.2 Except as required by law, the Operator's liability for any loss or damage arising under or in connection with this Agreement (including any negligence or breach of statutory duty) is limited to direct financial loss up to the total hire charges paid by the Hirer under this Agreement.

25.3 The Operator is not liable for any indirect or consequential loss (including loss of enjoyment or loss of use of the Vehicle) except to the extent such loss cannot lawfully be excluded.

25.4 Nothing in this Agreement limits or excludes liability for death or personal injury caused by the Operator's negligence, fraud, or any other liability that cannot lawfully be excluded.

25.5 This Clause does not affect the Hirer's rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

25.6 The Hirer indemnifies the Operator against all claims, losses and expenses to the extent they arise from (a) any breach of this Agreement by the Hirer or Additional Driver, or (b) any negligent or reckless act or omission of the Hirer or Additional Driver. The Hirer is not required to indemnify the Operator for any loss caused by the Operator's own negligence or breach of this Agreement.

26. Dispute Resolution

26.1 If a dispute arises, either party must give the other written notice detailing the matter in dispute. The parties shall first use good-faith efforts to resolve the dispute by discussion within 10 Business Days of the notice.

26.2 If the dispute is not resolved within that time, either party may refer the dispute to mediation administered by AMINZ in Auckland (or such other city as agreed). The costs of mediation shall be shared equally.

26.3 If the dispute remains unresolved 30 days after appointment of a mediator, either party may commence proceedings in the New Zealand courts, which shall have exclusive jurisdiction.

27. Governing Law

27.1 This Agreement is governed by the laws of New Zealand.

27.2 The parties submit to the non-exclusive jurisdiction of the New Zealand courts.

28. Notices

28.1 Any notice or communication under this Agreement must be sent to the Operator Contact Email or to the Hirer's email address as provided in the Booking Request Form.

28.2 Notices are deemed received when sent, unless an error in delivery occurs.

29. Entire Agreement

29.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior communications, negotiations, or representations.

30. Privacy

30.1 The Operator will collect, store, and use the Hirer's and any Additional Driver(s)' personal information solely for purposes related to the hire of the Vehicle.

30.2 Personal information, including partial payment details, may be securely stored in tokenised form by Stripe Payments NZ Ltd ("Stripe") for up to 30 days after the Rental Period to enable lawful post-hire charges under **Clause 4.9**. Stripe independently handles and stores card information in compliance with PCI-DSS security standards. The Operator does not access or retain full card numbers.

Acknowledgement

By signing below, the Hirer and any Additional Driver(s) acknowledge that they have read, understood, and agree to be bound by this Van Rental Agreement and its incorporated Terms and Conditions (Clauses 1 to 30 inclusive).

The Hirer further acknowledges that the Agreement will become legally binding only once: (a) the signed Agreement has been received by the Operator; and (b) the deposit specified in the Deposit and Agreement Request Email has been received in full by the Operator.

Upon receipt of both, the Operator will issue written confirmation of the booking by email, at which point a binding rental contract is formed.

Signatures

The parties agree that this Agreement may be executed and delivered electronically (including by scanned or digitally signed copy), and that such execution constitutes a valid and binding signature for all purposes. Electronic signatures (including digital or scanned copies) are deemed originals and enforceable under section 226 of the Contract and Commercial Law Act 2017.

Hirer Signed: _____

Name: _____

Date: _____

Additional Driver Signed: _____

Name: _____

Date: _____

Operator Signature Signed:

The logo for Kronos, featuring the word "Kronos" in a stylized, cursive script font.

Name: Kronos Adventure Campervan Company Limited