KIM CAMPERS

Terms and Conditions of Hire

K S Power Success Limited
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Effective 1 September 2025

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1. Hire Description

1.1 Kim Campers, a trading name of K S Power Success Limited ('the Operator'), will let and the 'Hirer' will hire the 'Vehicle' and associated equipment, details of which are set out in the associated Hire Agreement along with these Terms and Conditions.

1.2 The Hirer agrees to the Terms and Conditions of the Operator and acknowledges and declares that upon signing the associated Hire Agreement has read and fully understands these Terms and Conditions.

2. Persons Driving the Vehicle

2.1 The Vehicle may be driven during the term of hire only by the persons named on the Hire Agreement and only if each named person holds a current full driver's licence appropriate for the class of Vehicle on the Hire Agreement and is 21 years of age or over.

2.2 The licence details are recorded in the Hire Agreement alongside each person's name and address. A foreign driver's licence means any licence issued by a jurisdiction other than New Zealand. If the foreign driver's licence is not in English, an English translation (from an NZTA authorised translation service) or international driving permit shall be carried with the foreign driver's licence.

2.3 The Hirer must present all named drivers' physical licences for inspection by the Operator at the time of collection. The Operator will inspect and record licence details before releasing the Vehicle.

3. Rental Outline

3.1 Hire days are calculated on a calendar basis. Part days at the start or end of the term of hire are charged at the full daily rate. Late pick up or early return of the Vehicle shall not entitle the Hirer to any refund of the unused portion of the term of hire.

3.2 If the term of hire is later extended (subject to availability) the Hirer shall pay the Operator for the additional hire period when the Operator confirms the extended period.

3.3 The Hirer also acknowledges that they shall be liable at the end of the term of hire to pay the Operator any applicable additional charges as specified in these Terms and Conditions. These may include, but are not limited to: charges for fuel, late return, damage to or repair of the Vehicle, costs incurred by the Operator through salvage, loss of ability to rehire and loss of revenue from the hire, enforcement charges, infringement notices, traffic fines, toll charges, and the administration costs relating to these fines, fees and charges. Loss of use arising from damage caused by the Hirer is calculated at the standard daily hire rate applicable to the Vehicle for each day the Vehicle is unavailable for hire, which the Hirer acknowledges represents a genuine pre-estimate of the Operator's loss of revenue and not a penalty. The Operator will deduct such charges from the Hirer's credit card during or after the term of hire is completed.

3.4 The Hirer must adhere to the collection and return date, place, and time as stated in the Hire Agreement. All vehicles must be collected from and returned to the location stated in the Hire Agreement between the hours of 7:00am and 7:00pm. The Operator accepts vehicle collection within these hours unless an after-hours collection or return has been prearranged. Any late pick-ups or drop offs outside standard operating hours (7:00am to 7:00pm) that have not been arranged in advance may incur a $75.00 NZD fee.

3.5 Upon collection the Hirer must allow adequate time (up to thirty (30) minutes) to complete the necessary paperwork and to be shown the workings of the Vehicle.

4. Bookings and Payments by the Hirer

4.1 All payments shall be made in New Zealand Dollars (NZD).

4.2 Payments can be made via Visa, Mastercard or internet bank transfer. For bookings made more than forty-five (45) calendar days before hire, we charge a 30% deposit to your credit card upon confirmation, with the balance due forty-five (45) calendar days before hire. For bookings made forty-five (45) calendar days or less before hire, the full hire costs (100%) are payable upon confirmation. A non-refundable credit card fee of 3.5% applies for the use of Visa and MasterCard for hire payment and bond purposes. This fee will be disclosed at the time of booking.

4.3 The Hirer agrees to pay the relevant bond amount on pick up of the Vehicle. The bond payable in respect of the Vehicle or any incident shall be in accordance with the insurance option selected by the Hirer as specified in the Hire Agreement.

4.4 The deposit forms part of the total hire fee and is subject to the cancellation provisions in clause 14. The Hirer needs to make themselves aware of clause 14 (Cancellation or Amendment of Hire Agreement) and the associated charges should a cancellation or amendment occur within one (1) month of the pick-up date.

5. Bond

5.1 The bond is an amount of money that the Operator will hold during the term of hire and for a period thereafter as specified in clause 5.3 of these Terms and Conditions. The bond equals the insurance excess for the insurance option selected by the Hirer prior to commencement of the term of hire: $4,000.00 NZD bond and $4,000.00 NZD excess for Standard, or $500.00 NZD bond and $500.00 NZD excess for Reduced Excess.

5.2 The bond is taken as security and the Hirer authorises the Operator to:

(a) deduct the bond in part or in full immediately upon the Operator becoming aware of an incident or accident involving the Vehicle;

(b) apply the bond towards all costs and expenses required to repair or replace the Vehicle and all associated costs and any costs payable to third parties as a result of any incident or accident involving the Vehicle;

(c) pay any fines or infringement fees;

(d) pay any amounts due by the Hirer pursuant to these Terms and Conditions.

5.3 The Operator reserves the right to retain all or part of the bond for a period of no longer than twelve (12) months from the end of the term of hire to cover the cost of unquantified damage, infringements or damage to third parties or their property, unless legal proceedings are on foot, in which case the bond may be retained until resolution of those proceedings. Third party claims can take months to resolve. The bond will be refunded to the extent that costs and claims are resolved in favour of the Hirer.

5.4 The bond is fully refundable provided the Vehicle is returned on time, on the return date, and to the agreed return point, undamaged, with all supplied contents, and with a full tank of fuel.

Insurance Options and Bond Summary

Option	Daily rate	Excess	Bond Required
Standard	$22.00 NZD/day	$4,000.00 NZD	$4,000.00 NZD
Reduced Excess	$44.00 NZD/day	$500.00 NZD	$500.00 NZD

6. Use of the Vehicle

6.1 The Hirer shall not:

(a) use or allow the Vehicle to be used for the transport of passengers for hire or reward;

(b) sublet or hire the Vehicle to any other person;

(c) allow the Vehicle to be used outside their authority;

(d) operate the Vehicle or allow it to be operated in circumstances that constitute an offence;

(e) operate the Vehicle or allow it to be operated in any race, speed test, rally or contest;

(f) operate the Vehicle or allow it to be operated in breach of the Land Transport Act 1998, the Land Transport (Road User) Rule 2004, the Freedom Camping Act 2011, and any other acts, regulations, rules or bylaws relating to road traffic;

(g) drive or allow the Vehicle to be driven on any beach or surface likely to cause damage to the Vehicle;

(h) operate the Vehicle or allow it to be operated for the transport of more passengers or goods than is permitted by any relevant authority;

(i) use the Vehicle to tow any trailer, caravan or other vehicle unless the Operator has given prior written consent;

(j) drive the Vehicle on any of the roads listed in clause 11.4(h) of these Terms and Conditions.

7. Hirer's Obligations

7.1 The Hirer shall ensure that:

(a) all reasonable care is taken when driving and parking the Vehicle;

(b) the engine coolant and oil in the Vehicle are checked and maintained at the proper level;

(c) the tyres are maintained at their proper pressure;

(d) the Vehicle is locked and secure at all times when it is not in use and the Vehicle keys are kept securely. The cost of replacement keys and related services (e.g. courier costs) is at the Hirer's expense;

(e) no part of the engine, transmission, braking or suspension systems are interfered with;

(f) should a warning light be illuminated or the Hirer believes the Vehicle requires mechanical attention, the Hirer must stop driving and advise the Operator at once;

(g) the fuel and freshwater tanks are filled with the correct liquids and not contaminated. The cost of replacing tanks is at the Hirer's expense;

(h) there is no smoking or vaping in the Vehicle. Any evidence of smoking in the Vehicle shall incur a cleaning fee of $500.00 NZD;

(i) animals, except for registered guide dogs, are not permitted inside the Vehicle. Any evidence of animals having been in the Vehicle shall incur a cleaning fee of $500.00 NZD;

(j) any damage to the Vehicle's body or interior discovered during the term of hire is reported to the Operator within 24 hours of discovery.

7.2 The Hirer acknowledges that they have inspected the Vehicle at the commencement of hire and that the Vehicle condition report completed at the time of collection accurately records the condition of the Vehicle at that time. The Hirer agrees that the condition report shall constitute conclusive evidence of the Vehicle's condition at the commencement of hire in any subsequent dispute about damage, unless the Hirer has noted a specific defect on the condition report at the time of collection.

8. Operator's Obligations

8.1 The Operator shall:

(a) supply the Vehicle in a safe and roadworthy condition up to the current Certificate of Fitness standards;

(b) be responsible for all ordinary and extraordinary costs of running the Vehicle during the term of hire except to the extent that by these Terms and Conditions those costs are payable by the Hirer;

(c) if the reserved Vehicle is not available for reasons outside the Operator's control, then the reserved Vehicle may be substituted with a comparable or superior Vehicle at no extra cost to the Hirer. Such Vehicle substitution shall not constitute a breach of contract and does not entitle the Hirer to any form of refund. If no substitute Vehicle is available to the Hirer, the Operator's liability shall be limited to a refund of the hire charge in full;

(d) in the case of mechanical failure (unless caused by the Hirer) the Operator's liability shall be limited to the equivalent of the hire charge for the remainder of the term of hire.

9. Mechanical Breakdown and Repairs

9.1 The Hirer shall notify the Operator of any mechanical breakdown of the Vehicle as soon as possible, but not later than 24 hours after such breakdown, in order to give the Operator the opportunity to rectify the problem during the term of hire. Failure to do so may affect any claims for compensation made by the Hirer.

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

9.3 The Operator will be responsible for repairs or damage arising directly or indirectly from fair wear and tear of the Vehicle.

9.4 If the Vehicle is damaged to the extent that it cannot be driven, the Operator shall, at the Operator's sole discretion, either:

(a) provide a replacement Vehicle, subject to Vehicle availability and Hirer's location; or

(b) refund the balance of the hire charge for the period of the term of hire the Vehicle was unable to be used; or

(c) provide compensation for accommodation at the hire rate of the Vehicle for the period during which the Vehicle was unavailable due to repair.

9.5 The failure of accessories including, but not limited to, stereo, inverter, fridge, water pump, do not constitute a breakdown. The Operator will endeavour to facilitate on-road repairs however should the repair not be possible or fail the Hirer will not be entitled to a replacement Vehicle or compensation.

9.6 If mechanical breakdown is caused by the Hirer, the Operator shall be under no liability to provide compensation. In all cases, the Operator's liability shall be limited as set out in clause 16.4 of these Terms and Conditions. For the avoidance of doubt, the Operator will not be liable for any personal expenses, or costs associated with any missed activities or future transportation or accommodation costs.

9.7 Roadside assistance. Free roadside assistance is included with every hire under the Operator's Star Insurance policy. It applies whichever insurance option (Standard or Reduced Excess) is selected. The scope of that cover, and any costs payable by the Hirer, are set out in clauses 9.7A to 9.7E.

9.7A What it covers. Roadside assistance under the Operator's Star Insurance policy covers call-outs up to $1,000.00 NZD per call-out, including towage to the nearest place of safety and roadside help such as a flat battery jump-start or a tyre change. There is no cost to the Hirer for a call-out within that cover.

9.7B How to get roadside help. If the Vehicle breaks down, the Hirer should first call roadside assistance on 0800 888 247, then notify the Operator on +64 21 2688784 as required by clause 9.1. Star Insurance's general contact details are info@starinsure.co.nz and starinsure.co.nz; these are for general enquiries, not for roadside help.

9.7C Costs not covered by roadside assistance. The Hirer is responsible for the following costs, to the extent they are not covered by roadside assistance under clause 9.7A. These costs may be charged to the Hirer or deducted from the bond:

(a) any call-out cost above $1,000.00 NZD;

(b) towing beyond the nearest place of safety, including towing to a further town or to a repairer of the Hirer's choice;

(c) replacing or repairing a damaged tyre. A roadside call-out to change a tyre, or to jump-start a flat battery, is covered under clause 9.7A, but the cost of repairing or replacing a damaged tyre is payable by the Hirer;

(d) any costs that arise if the Vehicle is unattended when roadside assistance arrives;

(e) costs arising from the Vehicle running out of fuel, or being filled with the wrong fuel, to the extent those costs are not covered by roadside assistance;

(f) costs arising from lost keys or keys locked in the Vehicle, beyond what roadside assistance covers;

(g) costs arising if the Vehicle is off a public or formed road, on a road prohibited under clause 11.4(h), or is stuck, trapped or bogged, to the extent those costs are not covered by roadside assistance;

(h) costs arising from accident damage, including towing and salvage under clause 10.6, to the extent those costs are not covered by roadside assistance;

(i) any other cost that Star Insurance declines, or that falls outside the cover in clause 9.7A.

9.7D Repairs. The Hirer must not arrange or undertake any repairs or salvage, other than through the roadside assistance service in this clause, without the Operator's prior authority, except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle or to other property (see also clause 9.2). There is no dollar threshold: any repair needs the Operator's prior authority.

9.7E Bond, excess and insurance. Roadside assistance is separate from the insurance option the Hirer selects (Standard or Reduced Excess). It does not replace or reduce the excess under clause 11.2, and any charges under clause 9.7C may be deducted from the bond under clause 5.2(d).

10. Accidents

10.1 In the event of any accident or incident involving the Vehicle, the Hirer must:

(a) notify the appropriate New Zealand Emergency Service (Ambulance, Police, Fire) immediately by phoning '111' if the accident or incident involves injury;

(b) notify the Operator and advise the full situation and circumstances as soon as practicable and in any event, within 24 hours from the time of the accident or incident;

(c) complete the Operator's Accident Form with a written statement of the facts signed by all parties, include any supporting photographs, complete any insurance documentation and obtain a copy of any relevant police report. The Hirer will be liable for the excess amount (regardless of who is at fault) if the Hirer fails to obtain the full and correct contact details of the third party, or it is not possible to obtain the insurance excess amount from the third party;

(d) not arrange to undertake any repairs or salvage without the Operator's prior authority, except to the extent that repairs or salvage are necessary to prevent any further damage to the Vehicle and/or to other property.

10.2 The availability of a replacement Vehicle is not guaranteed and is at the Operator's discretion, subject to availability, the Hirer's location, the accident circumstances, and the accident liability.

10.3 In the event that a replacement Vehicle is given due to an accident, the Hirer's existing bond and chosen excess continue to apply to the replacement Vehicle. The applicable excess is $500.00 NZD if Reduced Excess was selected, or $4,000.00 NZD if Standard was selected. No additional bond is payable. No replacement Vehicle will be provided and the Hire Agreement will be cancelled if any of the insurance exclusions detailed within clause 11 of these Terms and Conditions are exercised.

10.4 If a replacement Vehicle is authorised by the Operator, the Hirer is responsible for making their own way back to the appropriate depot or designated location as required by the Operator.

10.5 The Hirer is responsible for the cost of transporting the Hirer and any accompanying passengers away from the accident location.

10.6 The Operator reserves the right to on-charge towing or salvage expenses to the Hirer if the accident is due to the Hirer's error/fault or a third party cannot be identified.

10.7 In the event of an accident the Operator will not be liable for any personal expenses, or costs associated with any missed activities, future transportation or accommodation.

10.8 In the event of an accident, the Hirer authorises the Operator to immediately deduct from the Hirer's credit card the balance between the bond held and the Hirer's total liability in accordance with these Terms and Conditions. The excess amount may be reimbursed to the Hirer where a third party is deemed by the Operator's insurance company to be at fault and repair costs have been recovered from the third party or that party's insurer.

10.9 An additional Insurance/Damage Administration fee of $75.00 NZD will be applied for processing insurance/damage claims. This fee applies to all damage claims regardless of whether the Hirer elects to use excess waiver insurance or has made their own travel insurance arrangements. Where the fee is to be refunded, it shall be returned within 20 working days of the Operator's receipt of the insurer's written determination that the damage was not due to the Hirer's behaviour or fault.

11. Insurance

11.1 The Hirer's liability and any driver described in the Hire Agreement as a person permitted to drive the Vehicle is, (subject to the insurance exclusions set out below):

(a) covered against any loss or damage to the Vehicle (however caused) and for any consequential damage, loss or costs incurred by the Operator, including salvage costs, loss of ability to rehire and loss of revenue resulting from the hire, theft, fire, break-in or vandalism costs beyond the applicable excess amount. However if the damage to the Vehicle exceeds the excess amount and the Operator's insurance cover is not available as a result of a breach by the Hirer of these Terms and Conditions, then the Hirer must pay for the full cost of the damage.

(b) indemnified to the extent of $1,000,000.00 NZD in respect of any liability they might have for damage to any property (including injury to any animal) belonging to any person and arising out of the use of the Vehicle.

11.2 The Hirer is liable for payment of the applicable insurance excess (depending on the insurance option selected by the Hirer) in the case of damage or accidents involving the Vehicle. The insurance excess applies to each claim, not the term of hire. Where the total cost of a claim is less than the excess then the Hirer shall be liable to pay that lesser amount.

11.3 The bond payable in respect of the Vehicle or any incident shall be in accordance with the insurance option selected by the Hirer as specified in the Hire Agreement. The bond equals the excess for the chosen option: $4,000.00 NZD bond and $4,000.00 NZD excess for Standard, or $500.00 NZD bond and $500.00 NZD excess for Reduced Excess. The Hirer's liability for an insured claim is capped at the applicable excess per claim, as set out in clause 11.2.

11.4 Insurance Exclusions. The Hirer acknowledges that the insurance option selected will not apply at any time when:

(a) the Vehicle is driven by anyone not named or described in the Hire Agreement as a person permitted to drive the Vehicle;

(b) the driver of the Vehicle is under the influence of alcohol or any drug;

(c) the Vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the Hirer or driver was aware or should have been aware of the unsafe or unroadworthy condition of the Vehicle;

(d) the Vehicle is wilfully or recklessly damaged or lost by the Hirer, a nominated driver, or a person under the Hirer's authority or control. This includes sitting or standing on the roof, driving on any beach or surface likely to damage the Vehicle or cause it to become bogged or trapped, driving through flooded areas, submerged in water including crossing fords, creeks, streams and rivers or in contact with salt water;

(e) the driver commits a serious traffic offence, including but not limited to driving under the influence of alcohol or drugs, dangerous driving, or driving while disqualified;

(f) the fuel or freshwater tanks are contaminated;

(g) the Vehicle was operated outside these Terms and Conditions or any agreed extension of this request;

(h) the Vehicle was being driven on: any beaches, Skippers Road (Queenstown), Ball Hutt Road (Mt Cook), Ninety Mile Beach (Northland), Bluff Road that runs between Kuaotunu and Matarangi and North of Colville Township (Coromandel Peninsula), or any roads marked four-wheel drive only.

11.5 No insurance applies to personal property of the Hirer. The Operator strongly recommends that all people travelling in New Zealand take out personal travel insurance. The Operator does not accept any liability for personal injuries sustained during the hire or damage or loss of the Hirer's personal property.

11.6 The Hirer will be responsible for all damage on the interior of the Vehicle and for all damage to or loss of property or contents of the Operator, except where such damage is a result of a vehicle collision to the extent that insurance (and any applicable excess) shall apply.

11.7 The insurance option selected by the Hirer provides insurance cover of the Vehicle but the insurance option selected does not cover the cost of replacing or repairing the following:

(a) the contents of the Vehicle supplied (including but not limited to: cooker, bedding, cutlery, tables, chairs, tents, roof racks, power cords, keys);

(b) attachments to the Vehicle such as roof racks, roof boxes, canopies;

(c) any other items hired separately from the Operator.

11.8 Where the bond does not cover the costs of this repair or replacement any additional amounts due by the Hirer in respect of such repair or replacement is payable by the Hirer.

11.9 The Hirer authorises the Operator to deduct from the credit card presented by the Hirer at the time of uplifting the Vehicle all charges payable under these Terms and Conditions.

11.10 The Operator's fleet is insured under a policy of motor vehicle insurance from Star Insurance, a company licensed to carry on insurance business in New Zealand under relevant legislation. The Operator is not providing insurance services to the Hirer. The Operator is only managing the insurance provided under the insurance company's insurance policy. The Operator reserves the right to decide whether to claim under the policy.

12. Traffic and Infringement Offences

12.1 The Hirer is advised that under the Land Transport (Operator Licensing) Rule 2007 Section 9.5(1) the Operator is permitted to debit the Hirer's credit card for any infringement fee for an offence where the offence was committed during the term of hire. These include, but are not limited to, speeding, toll road, parking, and freedom camping offences. The Operator may also charge an administration fee of $50.00 NZD per infringement notice received.

12.2 The Operator will send the Hirer a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the Operator. The Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority and seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date the reminder notice was given).

13. Return of the Vehicle

13.1 The Hirer shall, at or before the expiry of the term of hire, deliver the Vehicle to the Operator at the location shown on the Hire Agreement, or obtain the Operator's consent to the continuation of the hire. Any alteration to the place the Vehicle is returned to may be subject to an additional charge covering the reasonable cost incurred by the Operator in returning the Vehicle to the agreed location. Failure to return the Vehicle at the agreed time and/or day will incur a late fee of $150.00 NZD per day (after a grace period of thirty (30) minutes) payable in addition to the daily hire rate for each day until the Vehicle is returned.

13.2 The Hirer shall return the Vehicle:

(a) with a full fuel tank, failure to do so shall result in refill charges of the fuel cost plus a refuelling fee of $30.00 NZD;

(b) in a reasonable state of cleanliness, both interior and exterior, unless optional cleaning fee has been chosen;

(c) with the waste system emptied and cleaned in accordance with the instructions provided at the commencement of hire regarding the waste system fitted to the Vehicle. Failure to do so shall result in an emptying and cleaning additional charge of $200.00 NZD;

(d) with all Vehicle equipment accounted for and undamaged. The Hirer is liable for any equipment that is damaged, lost or not accounted for.

(e) Where the Vehicle has been returned and no staff member was present at the time to check the Vehicle, the Hirer is responsible for taking high quality photographs of the Vehicle to prove its condition and sending these to the Operator either via Email, SMS, WhatsApp or Facebook Messenger.

(f) In the event of any damage to the windscreen or body that has not been reported or is not covered by the Hirer's chosen insurance option, the cost to repair the damage will be charged to the Hirer, who will be notified of any such charges by email. The Operator will notify the Hirer of any damage identified upon inspection within five (5) working days of the Vehicle's return, subject to the Vehicle being made available for inspection.

13.3 Road User Charges (RUC). Where the Vehicle is a diesel vehicle, the Hirer is responsible for the Road User Charges attributable to the distance travelled during the term of hire. RUC is calculated from the odometer reading recorded at collection and the odometer reading recorded at return, multiplied by the prevailing light-diesel RUC rate set by the New Zealand Transport Agency (Waka Kotahi) applicable at the time of hire. This charge is recovered at actual cost, is payable at the end of the term of hire, and the applicable RUC recovery is recorded in the Hire Agreement.

14. Cancellation or Amendment of Hire Agreement

14.1 If a booking is cancelled the following will apply:

(a) if the booking is cancelled one (1) calendar month or more before the agreed pick-up date: a full refund of the hire fees (if paid) will be paid to the Hirer, less any credit card fees and an administration fee of $75.00 NZD;

(b) if the booking is cancelled between eight (8) days and one (1) calendar month before the agreed pick-up date: 50% of the total hire fee will apply and is payable by the Hirer to the Operator;

(c) if the booking is cancelled seven (7) days or less before the agreed pick-up date: 100% of the total hire fee will apply and is payable by the Hirer to the Operator.

14.2 If the Hirer reduces the length of a booking following confirmation of the booking the following fees shall be payable:

(a) if the booking is amended more than one (1) calendar month before the agreed pick-up date: no fee will apply;

(b) if the booking is amended between eight (8) days and one (1) calendar month before the agreed pick-up date: 50% of the hire fee for the cancelled days will apply and is payable by the Hirer to the Operator;

(c) if the booking is amended seven (7) days or less before the agreed pick-up date: no refund will be given for the cancelled days and the full hire fee will apply and is payable by the Hirer to the Operator.

14.3 The Operator reserves the right to re-list the Vehicle for hire if uncollected 24 hours after the confirmed collection time.

14.4 The Operator may cancel the Hire Agreement and take immediate possession of the Vehicle and for that purpose enter upon any premises and repossess the Vehicle at any time without notification to the Hirer (with the Hirer being responsible for the costs of any such repossession) in any of the following circumstances:

(a) the Hirer fails to comply with any of these Terms and Conditions;

(b) the Vehicle is damaged;

(c) the Hirer has obtained the Vehicle through fraud or misrepresentation;

(d) the Vehicle is or appears to be abandoned;

(e) the Vehicle is not returned on the agreed date or the Operator reasonably believes that the Vehicle will not be returned at or before the expiry of the term of hire;

(f) the Operator considers on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is or has been endangered.

14.5 If the Operator cancels the Hire Agreement due to a breach of these Terms and Conditions by the Hirer, no refund will be given. If the Operator cancels the Hire Agreement other than due to a breach by the Hirer, a pro-rata refund of any unused hire fees will be paid to the Hirer. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the Hirer and the rights of the Operator under these Terms and Conditions.

14.6 Where a Civil Defence state of emergency has been declared that directly prevents the commencement or continuation of the hire, the Operator will offer the Hirer a hire credit or rescheduled booking at no cancellation penalty.

14.7 Rates and conditions are subject to change without notice. However the Operator will not alter rates or conditions applicable to the hire once the Hirer's booking has been confirmed by the Operator.

15. Indemnity

15.1 The Operator may assist the Hirer with installation of a child restraint (where applicable) however the Operator will not be liable for any loss, damage, or injury incurred in relation to child restraints. It is the legal responsibility of the Hirer to ensure that any child is properly restrained.

15.2 Subject to the Consumer Guarantees Act 1993 and any other applicable New Zealand legislation, the Hirer releases the Operator and its employees and agents from any liability to the Hirer, and to any person travelling in the Vehicle with the Hirer's permission (regardless of who is at fault), for any loss, injury, or damage incurred by reason of hire, possession or use of the Vehicle or storage of personal belongings in the Vehicle or at the Operator's premises. Nothing in these Terms and Conditions limits or excludes liability to the extent prohibited by the Consumer Guarantees Act 1993 or any other applicable New Zealand law.

15A. Assumption of Risk and Hirer Indemnity

15A.1 The Hirer acknowledges that the hire and operation of the Vehicle involves inherent risks including but not limited to road accidents, mechanical failure, adverse weather and road conditions, and risks associated with campsite and freedom camping use. The Hirer voluntarily assumes all such risks on behalf of themselves and all persons travelling in the Vehicle with their permission.

15A.2 The Hirer shall indemnify and hold harmless the Operator, its directors, employees and agents from and against any claim, loss, damage, liability, cost or expense (including reasonable legal costs) arising from or in connection with the Hirer's use or possession of the Vehicle during the term of hire, including:

(a) any claim brought by a third party arising from the Hirer's use of the Vehicle;

(b) any claim brought by or on behalf of any person travelling in the Vehicle with the Hirer's permission;

(c) any loss or damage to the Vehicle or its contents caused by the Hirer, any named driver, or any person under the Hirer's authority or control;

(d) any fine, penalty, or enforcement cost arising from an act or omission of the Hirer or any driver during the term of hire.

15A.3 The indemnity in clause 15A.2 does not apply to the extent that the relevant claim, loss or damage arises directly from the Operator's own negligence or wilful misconduct.

16. Limitation of Liability

16.1 In all circumstances the laws of New Zealand shall apply to these Terms and Conditions and all matters arising from it.

16.2 The Operator is not liable for any consequential or economic loss in any circumstances, except to the extent that such exclusion is not permitted by applicable New Zealand legislation including the Consumer Guarantees Act 1993.

16.3 The Operator shall not be liable for delay or failure in the performance of any of its obligations under this agreement if the delay or failure arises from an event of circumstances beyond their reasonable control. This includes, but without limitation, weather conditions, fire, flood, tsunami, storm, tempest, earthquake or other act of God, nature, contamination, war or government, any civil disturbance, or any labour disruption, pandemic, or any other cause reasonably beyond the Operator's control.

16.4 In all circumstances, the total liability of the Operator in any respect to the Hirer is limited to an amount not greater than the total hire charge paid by the Hirer to the Operator under the particular Hire Agreement.

17. Disputes

17.1 If the Hirer believes that the Hirer has been incorrectly charged or the Hirer has any other complaint about the Hirer's experience with the Operator's Vehicle, the Hirer must inform the Operator in writing within twenty (20) working days from the date the Hirer became aware of the issue.

17.2 The Operator will aim to resolve all complaints amicably and in good faith and will try to settle all disputes within one (1) calendar month of receipt.

17.3 Nothing in this clause limits the Hirer's right to refer a dispute to the Disputes Tribunal or any other applicable body under New Zealand law.

18. Privacy

18.1 The Hirer acknowledges that the Operator will 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 of the Operator. The Hirer acknowledges that personal information may be disclosed to: debt collection agencies where the Hirer defaults in payment; insurers and insurance-related parties for the management of vehicle insurance and any claims; third-party service providers including payment processors, IT and hosting providers, and analytics providers; booking platforms or travel agents through whom a booking was made; and law enforcement or regulatory authorities where required by law. The Hirer hereby authorises the disclosure of personal information for such purposes.

18.2 The Operator will handle all personal information in accordance with the Privacy Act 2020. Hirers have the right to request access to and correction of their personal information held by the Operator. The Operator will respond to access requests within 20 working days. Requests may be directed to kimcampervans@gmail.com.

18.3 For full details of how the Operator collects, stores, uses and protects personal information, including data retention periods, third-party sharing, and any offshore storage, please refer to the Operator's Privacy Policy available at kimcampers.com and on request from kimcampervans@gmail.com.