TREK CAMPERS

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AGENT PACK

Rental Terms & Insurance Guide

TREK Campers · New Zealand

Effective 5 November 2026

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Start with the What's Changed summary for a quick overview of the updates. The Insurance Coverage Guide and the Rental Terms follow in full. If anything in a summary differs from the Rental Terms, the Rental Terms apply.

WHAT'S CHANGED

What's Changed – TREK Campers Rental Terms and Insurance Guide – New Zealand (November 2026)

Effective 5 November 2026

Compared with the terms currently published on trekcampers.com (NZ). The new documents are: TREK Campers Rental Terms – New Zealand and the TREK (NZ) Insurance Coverage Guide.

1 Documents and structure

- TREK Campers has **New Zealand terms only**: TREK rentals are no longer offered in Australia, and the TREK AU terms page will redirect to the TREK NZ terms.
- Plain, consistent wording and the same clause numbers and headings across both brands, with new definitions (Agreement, Rental Agreement, Authorised Driver, Start Date, Return Date, Fair Wear and Tear).
- Clearer explanations of the Bond, deductions, what is and isn't covered, roadside assistance, breakdowns and accidents. Fees now say what they cover.
- Complaints: acknowledgement within 5 business days and a substantive response within 20 business days where reasonably practicable.
- New Insurance Coverage Guide for TREK NZ, matching the terms.

2 Bookings, deposits, cancellations and payments

	Current terms	New terms
Deposit	10%	10% deposit on direct bookings (unchanged)
Cancellation 60+ days	Full refund (less card fee)	Free from 31+ days
Cancellation fees	25–60 days 10%; 7–24 days 30%; 1–6 days 50%; within 24 hours or no-show 100%	**31+ days no fee; 7–30 days 20%; 1–6 days 50%; on the day or no-show 100%**
COVID-19 credit clause	100% credit towards a future booking	Removed
Card surcharge	2.5%	2.5% (unchanged, not refunded on cancellation)

- Cancellation fees are now explained as a genuine estimate of loss. If the pick-up date is changed and the booking is later cancelled, the fee may be based on the original pick-up date.
- Cancelling and rebooking the same or a substantially similar hire is treated as a cancellation, and the cancellation fee applies.
- Pricing errors: confirmed prices stay fixed, but an obvious and genuine pricing error may be corrected or the booking cancelled, with a full refund if the customer doesn't accept.
- Vehicle availability: if the booked vehicle is unavailable for reasons beyond our control, we may provide a comparable or superior vehicle at no extra charge, or refund.

3 Insurance options, bond and liability

Daily fees and bond/liability amounts are unchanged. The wording and how they work is clearer.

Option	TREK NZ
Smart Choice	NZD $30/day; $0 bond, $0 liability. Final price confirmed in your booking
Danger Zone	NZD $0/day; bond and max liability NZD $5,000. Final price confirmed in your booking
Third-party property cover	Up to $2,000,000 per incident

- **Smart Choice now transfers to an approved replacement vehicle** for the rest of the hire.

- **$0 liability is not affected if we can't recover costs from a third party.** The current terms say the hirer is liable where a third party causes damage and recovery fails.
- **Replacement vehicle bond:** the current rule that the bond doubles for a replacement vehicle after an accident has been removed. A new bond may be required for the replacement.
- The Bond is security only and does not set or increase liability. It may be taken as a pre-authorisation, hold or charge; only amounts properly due are deducted, with an emailed explanation, and the undisputed balance is released promptly (bank processing 5–10 business days).
- Towing and recovery under Danger Zone fall within the customer's per-incident liability.
- Full exclusions list, including restricted roads, warning lights, theft without reasonable precautions, reckless use, unauthorised racks or chains, overloading, and mechanical failure unless caused by a specified event.

4 Fees

Fee	Current terms	New terms
Unauthorised late return	Daily rate + late fee up to $1,000	Daily rate per overdue day + **$250 late-return admin fee** + reasonable losses directly caused
Return to another location	Relocation fee up to $1,500	Reasonable relocation costs actually incurred, **capped at $5,000**
Cleaning (vehicle not returned clean)	Up to $250	Up to $350
Grey water not emptied	Up to $500	Up to $100
Fuel not refilled	Refill cost + $60 admin	Refill cost + a reasonable administration fee
Damage administration (uncovered claims)	$60	$60 per claim (unchanged)
Infringement admin fee	$30	Unchanged: $30
Smoking / animals cleaning fee	Up to $250	Unchanged: up to $250
GPS / device charge (up to $700)	In current terms	Removed

- Damage found after return can be charged only if we can reasonably show it wasn't there at pick-up and happened during the hire; we'll notify the customer promptly.

5 Other changes

- Accommodation: if a breakdown or incident we're at fault for stops the journey, we may reimburse reasonable accommodation for up to 4 nights at up to $75 per person per night (at our discretion, prior approval where practicable, receipts required; funded by TREK, not an insurance benefit).
- Breakdowns: if repair is expected to take longer than 5 days, a replacement vehicle is provided, subject to availability. Compensation for loss of use may be limited to a pro-rata refund.
- New clauses: force majeure, and safety-based temporary road or location restrictions.
- Privacy: location and speed tracking wording removed (we don't use GPS trackers).
- Full NZ entity details included (TREK Campers Limited).

This is a summary. The Rental Terms, the signed Rental Agreement and the Insurance Coverage Guide apply.

INSURANCE COVERAGE GUIDE

Insurance Coverage Guide | New Zealand

Effective 5 November 2026

Updated October 2026 – matches the TREK Campers Rental Terms (October 2026)

Compare your cover options

Danger Zone

Daily fee

NZD $0

Bond

NZD $5,000 – normally a pre-authorised hold on your card, not a charge

Maximum vehicle damage liability (per incident)

Up to NZD $5,000*

Third-party property cover

Up to NZD $2,000,000 per incident*

Your liability for third-party property damage

Within your up to NZD $5,000 per-incident liability*

Smart Choice

Daily fee

NZD $30/day

Bond

NZD $0

Maximum vehicle damage liability (per incident)

NZD $0* (subject to exclusions)

Third-party property cover

Up to NZD $2,000,000 per incident*

Your liability for third-party property damage

NZD $0* (subject to exclusions)

Final price confirmed in your booking.

*Terms and Conditions apply. The Bond is security for amounts properly due; it does not set or increase your liability.

What you pay if something happens

$0 – nothing to pay · You pay up to the amount shown · Subject to conditions · Not covered

Coverage	Danger Zone	Smart Choice
Accident towing and recovery	Up to NZD $5,000 liability*	$0 liability*
Single-vehicle accident	Up to NZD $5,000 liability*	$0 liability*
Multiple-vehicle accident	Up to NZD $5,000 liability*	$0 liability*
Windscreen damage	Up to NZD $5,000 liability*	$0 liability*
Exterior/interior items accidental damage	Up to NZD $5,000 liability*	$0 liability*
Theft-related damage	Up to NZD $5,000 liability*	$0 liability*
Fire damage	Up to NZD $5,000 liability*	$0 liability*
Vandalism	Up to NZD $5,000 liability*	$0 liability*
Tyre damage	Up to NZD $5,000 liability*	$0 liability*
Replacement vehicle	Not guaranteed; subject to availability, your location, liability for the accident and remaining hire time*	Not guaranteed; subject to availability, your location, liability for the accident and remaining hire time. Smart Choice transfers to the approved replacement*

*Terms and Conditions apply. Smart Choice includes up to two accidentally damaged tyres per rental, unlimited minor windscreen-chip repairs and one full windscreen replacement per rental. Wear and tear, pre-existing damage and misuse are excluded.

Damage administration fee: NZD $60 for each damage claim that is not covered under your selected Insurance Option.

Key exclusions – not covered under either option

- Driving under the influence of alcohol or drugs
- Driving by anyone who is not an Authorised Driver, or by someone disqualified, never licensed or not legally entitled to drive in New Zealand
- Off-road use, including fire trails, beaches, sand, tracks, fields or paddocks (reasonable use of access roads to recognised campgrounds is permitted)
- Driving on Ninety Mile Beach, Ball Hutt Road or Skippers Road
- Continuing to drive with a warning light or indication where, to your knowledge, doing so may cause or worsen damage
- Incorrect fuel or contamination (fuel, oil, water or another substance in the fuel or fluid systems) and resulting loss, damage, recovery, repair or cleaning costs
- Theft or attempted theft where reasonable precautions were not taken
- Personal belongings left in the vehicle (travel insurance is recommended)
- Reckless or wilful damage; racing, speed tests, rallies, contests, taxi or courier use or driving tests
- Roof racks or snow chains not hired through TREK Campers; incorrect fitting or use of chains, ski, bike or roof racks; driving without chains where required
- Use outside the agreed hire dates; damage linked to a driving offence you are convicted of; loading beyond manufacturer specifications
- Delivery costs for a replacement vehicle arising from an exclusion (unless TREK Campers is in breach)

> **Mechanical and component damage:** insurance does not generally cover failure or breakdown of the engine, cooling system, transmission, fuel system, braking system, electrical/electronic system or other mechanical components. This does not apply where damage to those components is directly caused by a specified event, including fire, overturning, collision or impact with an external object, water immersion, theft, malicious damage, hail, snow, storm or lightning, certain natural disasters, or impact or damage by animals. Ordinary breakdowns not caused by your breach, negligence or misuse remain our responsibility.

Fees at a glance

Fee or charge	Amount (NZD)	Clause
Damage administration fee	$60 for each damage claim not covered under your selected Insurance Option	16.2
Infringement administration fee	$30 per infringement	15
Unauthorised late return	Daily rental rate for each overdue day, plus a $250 late-return administration fee	17
Unauthorised change of return location	Reasonable relocation costs actually incurred, up to $5,000	17
Vehicle not returned clean	Cleaning fee up to $350	17
Grey water not emptied	Fee up to $100	17
Fuel not returned full or at pick-up level	Cost of refilling to the required level, plus a reasonable administration fee	17
Smoking or animals in the Vehicle	Cleaning fee of up to $250	6
Credit-card surcharge	2.5% (not refundable if the booking is cancelled)	7
Baby seats, roof racks and snow chains	$40 each per rental, subject to availability	14

Fee or charge	Amount (NZD)	Clause
Diesel Road User Charge (RUC)	Calculated on kilometres travelled and charged on return	14

Summary of the main fees in the TREK Campers Rental Terms – New Zealand. The clause number shows where each fee is set out; the Rental Terms apply.

This guide is a summary only. The Rental Agreement, the full TREK Campers Rental Terms and the applicable insurance policy determine cover. If anything in this guide differs from the Rental Terms, the Rental Terms apply. Each incident is assessed separately.

RENTAL TERMS

TREK Campers Rental Terms

Effective 5 November 2026

Contracting entity: TREK CAMPERS LIMITED trading as TREK Campers (Company No. 8358222; NZBN 9429050530267).

Registered office: Walker Townsend Limited, Level 1, 1 Faraday Street, Parnell, Auckland 1052, New Zealand. Address for service: TREK Campers, 14 Timberly Road, Mangere, Auckland 2022, New Zealand. These terms, the Booking Confirmation and signed Rental Agreement form the hire agreement.

1 Your consumer rights

These terms operate in addition to your rights under all applicable New Zealand consumer protection laws, including the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. Nothing excludes, restricts or modifies a right or remedy that cannot lawfully be excluded, restricted or modified.

2 Key terms used in this agreement

Agreement	these terms, the Booking Confirmation and the Rental Agreement, together forming the agreement between TREK Campers and the Hirer.
Authorised Driver	a person approved by TREK Campers and recorded in the Rental Agreement as authorised to drive the Vehicle.
Bond	an amount authorised before pick-up as security for payment of amounts properly due; it is separate from liability.
Liability	amounts you are legally responsible to pay under this agreement, subject to your selected Insurance Option, limits, exclusions and non-excludable consumer rights.
Booking Confirmation	the Confirmation of your agreed booking details and price.
Confirmation	TREK Campers' confirmation of your booking (vehicle type, fee, bond, dates, pick-up/return points).
Rental Agreement	the document recording the Vehicle, booking details, selected Insurance Option and other hire particulars.
Fee	your daily rental cost plus any agreed extras.
Hirer	the person named as hirer in the Rental Agreement and, where applicable, any person who agrees to be responsible for payment under this Agreement, including a cardholder whose payment method is used for charges authorised under this Agreement.
Vehicle	the vehicle you've hired, including its tyres, tools, accessories and any replacement vehicle provided.

Fair Wear and Tear	ordinary deterioration arising from normal and reasonable use of the Vehicle and does not include damage, neglect, misuse, breakage or loss.
Start Date	the date and time the hire period begins, as stated in the Rental Agreement.
Return Date	the date and time the hire period ends, as stated in the Rental Agreement.

3 Your rental period

Your hire runs from the Start Date and time to the Return Date and time stated in the Rental Agreement.

Charges are calculated per calendar day. The pick-up day is day one (regardless of pick-up time), and the return day is the final day (regardless of drop-off time).

Minimum rental periods may change before a Confirmation is issued. Once TREK Campers issues a confirmation, the minimum rental period for your booking will not change.

4 Rates changes and cancellations

4.1 Confirmed booking price

Once we issue your Booking Confirmation, the rental price and the prices of extras included in that Booking Confirmation are fixed for the agreed booking. Later changes to our advertised rates, discounts, promotions or seasonal prices do not change your confirmed price. A later lower price does not entitle you to a price reduction, refund or credit, and a later higher price will not increase your confirmed price.

Despite clause 4.1, TREK Campers may cancel a booking or offer a corrected price where the confirmed price resulted from an obvious and genuine pricing error that a reasonable person would have recognised as a mistake. If the customer does not accept the corrected price, all amounts paid will be refunded in full.

4.2 Booking amendments

If you request a change to the vehicle category, rental dates, pick-up or return location, or extras, we will quote any price adjustment for that change before you agree to it. Changes are subject to availability and our approval and take effect only when agreed and confirmed in writing. Additional rental days or extras may be charged at the rate quoted for those additions. We will not reprice an unchanged booking solely because our advertised rates have changed.

This clause does not prevent charges properly payable under this Agreement, including charges for fuel, kilometre-based Road User Charges (RUC), tolls, infringements, damage or an unauthorised late return. It does not limit your cancellation rights, any express price-match promise we have made, or any rights or remedies available under applicable consumer protection laws.

4.3 Requests, deposits and cancellations

Requests to amend or extend a booking must reach us at least 48 hours before the Return Date.

A deposit of 10% of the booking value is due when the booking is made or amended.

The cancellation charges represent a genuine estimate of the loss likely to be suffered by TREK Campers as a result of cancellation, including administration costs and the reduced opportunity to re-book the Vehicle.

4.4 Vehicle availability

If the booked Vehicle is unavailable for reasons beyond our reasonable control, we may provide a comparable or superior replacement Vehicle at no additional charge. If no suitable replacement Vehicle is available, our liability is limited to refunding amounts paid for the Booking or affected rental period, subject to any rights, remedies or protections that cannot lawfully be excluded.

Cancellation fees

When you cancel	Cancellation charge
31 days or more before the Start Date	no cancellation fee; all amounts paid are refunded, less any lawfully non-refundable card or transaction fees disclosed before booking.
7 to 30 days before the Start Date	20% of total hire charges.
1 to 6 days before the Start Date	50% of total hire charges.
On the Start Date or no-show	100% of total hire charges.

If you request a change to your pick-up date and later cancel the booking, TREK Campers may calculate the cancellation fee by reference to the original pick-up date where reasonably necessary to reflect the loss arising from cancellation of the original booking, subject to applicable law.

If you cancel a confirmed booking and subsequently make a new booking for the same or a substantially similar hire period, vehicle category or itinerary, TREK Campers may treat the original booking as cancelled and apply the applicable cancellation fee. Any new booking will be treated as a separate booking and priced according to the rates available at the time of rebooking.

5 Who can drive

Only an Authorised Driver named in the Rental Agreement may drive the Vehicle. Each Authorised Driver must be at least 18 years old, hold a current full licence valid for the Vehicle and present that licence to TREK Campers at pick-up.

A New Zealand restricted licence is accepted provided all applicable licence conditions are complied with. Learner licences are not accepted. A breach of licence conditions may void your selected Insurance Option and permit TREK Campers to terminate the hire.

A licence that is not in English must be accompanied by the original current licence and an approved English translation or international driving permit.

A driver added after pick-up must first be approved by TREK Campers and must satisfy the same requirements.

6 Your responsibilities during the hire

Return the Vehicle as clean as you received it, with a full fuel tank.

Take reasonable care when driving, handling and parking the Vehicle, and keep it locked whenever unattended.

Maintain recommended oil, coolant, battery water and tyre pressures at recommended levels and respond promptly to any warning light or other warning indication.

Do not smoke or carry animals in the Vehicle (registered assistance dogs excepted) — breaching this brings a cleaning fee of up to $250.

Ensure every Authorised Driver understands and complies with this Agreement, and carries their licence while driving.

Report any accident, damage, defect or mechanical failure within 24 hours of becoming aware of it.

A delay in reporting may affect TREK Campers' ability to investigate the issue and may affect reimbursement or insurance entitlements where the delay materially prejudices TREK Campers or its insurer.

Keep a copy of this Agreement available for inspection by an enforcement officer.

Children under seven must use an approved child restraint as required under the applicable child restraint and land transport legislation. Correct installation is the Hirer's responsibility. Land Transport NZ recommends children sit in the rear.

Follow all applicable road and land transport rules (NZ Transport Agency in NZ).

For safety reasons, TREK Campers may temporarily restrict travel to certain locations or roads where weather, road, safety or other conditions create a materially increased risk of damage or injury. We will notify the Hirer of any such restriction as soon as reasonably practicable.

Do not carry paying passengers, sublet or re-hire the Vehicle, permit the Vehicle to be driven outside your authority, drive under the influence of alcohol or drugs, use the Vehicle for racing or rallies, overload the Vehicle beyond its rated capacity, permit an unauthorised or unlicensed person to use the Vehicle, or use the Vehicle for courier or delivery work.

Do not interfere with the odometer, speedometer, engine, transmission, brakes or suspension or other vehicle systems.

Ensure the information provided to TREK Campers remains accurate and notify TREK Campers promptly of any material changes.

7 Payment

Pay all amounts payable in full before collecting the Vehicle using a payment method accepted by TREK Campers.

You authorise TREK Campers to charge your nominated card for amounts properly payable under this Agreement, including charges expressly identified in this Agreement and amounts reasonably incurred as a result of your breach of this Agreement. Except where immediate charging is reasonably necessary, TREK Campers will provide prior notice of any post-hire charge and the reason for it, including parking, toll, camping, speeding fines, late fees, relocation fees and cleaning fees.

You are responsible for the cost of all petrol or diesel used during the hire.

Accepted cards: Visa and Mastercard. A credit-card surcharge of 2.5% applies. The surcharge is not refundable if the booking is cancelled.

Bank fees, currency conversion charges and exchange-rate movements are your responsibility and are not included in TREK Campers' rates.

The cardholder is jointly liable with the Hirer for amounts properly payable under this Agreement. TREK Campers may charge amounts properly due for up to six months after the hire ends where those amounts relate to events occurring during the hire period.

8 Your liability for damage

If more than one person is named as Hirer, each is jointly and severally liable for amounts properly due under this Agreement.

You are responsible, to the extent that you are legally responsible under this Agreement and applicable law, for loss of or damage to the Vehicle and its accessories, including related losses such as reasonable towing, recovery, salvage and actual lost rental income reasonably incurred as a direct result of the Vehicle being unavailable for hire. You are also responsible for loss or damage caused by you, an Authorised Driver or your passengers, to the extent you are legally responsible under this Agreement and applicable law.

You must indemnify TREK Campers for claims resulting from your breach of this Agreement or reckless, wilful or negligent conduct by you, an Authorised Driver or passenger, only to the extent that you are legally responsible for those claims. Your selected Insurance Option and its applicable limits, benefits and exclusions apply to liability under this clause, including any indemnity.

You are not responsible for loss caused by TREK Campers' breach or negligence.

Claims arising from the hire period may be assessed or pursued after the Vehicle is returned. Return of the Vehicle does not extinguish those claims. The same Insurance Option limits, exclusions, consumer rights and applicable statutory limitation periods continue to apply. The six-month card-authorisation period in clause 7 is a payment authority and does not extend any legal claim period or create additional liability.

Where reasonably practicable, TREK Campers will notify the Hirer promptly after becoming aware of a claim and provide reasonable particulars of the basis of that claim.

9 Insurance options

You choose one of two liability options at pick-up, recorded in your Rental Agreement:

Smart Choice: $0 liability for eligible damage, subject to all exclusions and conditions; the daily fee is quoted in your booking or Rental Agreement.

Danger Zone: up to $5,000 liability per incident, subject to all exclusions and conditions; the daily fee is quoted in your booking or Rental Agreement.

Both options cover eligible vehicle and third-party property damage up to $2,000,000 per incident, subject to the applicable policy. Smart Choice includes up to two accidentally damaged tyres per rental, unlimited minor windscreen-chip repairs and one full windscreen replacement per rental. Wear and tear, pre-existing damage and misuse are excluded.

10 What insurance does not cover

The following exclusions apply to the Insurance Options, subject to applicable law. Any customer liability remains subject to clause 8 and non-excludable consumer rights.

Driving under the influence of alcohol or drugs; driving by anyone who is not an Authorised Driver.

Off-road use including fire trails, beaches, sand, tracks, fields or paddocks. Reasonable use of access roads to recognised campgrounds is permitted.

Continuing to drive with a warning light or indication where, to your knowledge, doing so may cause or worsen damage.

Roof racks or snow chains not hired through TREK Campers; damage from incorrectly fitting or using chains, ski, bike or roof racks; driving without chains where required by a local authority or ski resort.

Theft or attempted theft where reasonable precautions were not taken; personal belongings left in the Vehicle. Travel insurance is recommended for personal belongings.

Reckless or wilful damage; racing, speed tests, rallies, contests, taxi or courier use or driving tests.

Driving by someone disqualified, never licensed or not legally entitled to drive in New Zealand; driving on Ninety Mile Beach, Ball Hutt Road or Skippers Road.

Use outside agreed hire dates; damage linked to a driving offence of which you are convicted; loading beyond manufacturer specifications.

Incorrect fuel or contamination: resulting loss, damage, recovery, repair or cleaning costs from incorrect fuel, oil, water or another substance in the Vehicle fuel or fluid systems.

Delivery costs for a replacement Vehicle arising from an exclusion unless TREK Campers is in breach.

11 Mechanical and vehicle component damage

Insurance does not generally cover physical loss or damage arising from the failure or breakdown of excluded vehicle components, including the engine, cooling system, transmission, fuel system, braking system, electrical/electronic system and other mechanical components.

The Vehicle Parts Exclusion does not apply where physical loss or damage to those components is directly caused by a specified event, including fire, vehicle overturning, collision or impact with an external object, water immersion, theft, malicious damage, hail, snow, storm or lightning, certain natural disasters, or impact or damage by animals. Incorrect fuel and contamination remain excluded.

The applicable insurance policy remains the governing document for determining whether a particular loss, damage, cost or expense is covered.

An absence of insurance coverage does not make the Hirer responsible for a mechanical failure. You are responsible for an uninsured expense only to the extent that you are legally responsible for it under this Agreement and applicable law. Ordinary breakdowns not caused by your breach of this Agreement, negligence or misuse remain our responsibility, subject to applicable consumer rights.

12 The Bond

The Bond is security for payment of amounts properly due under this Agreement and does not determine or increase your liability. The Bond may be taken by way of a pre-authorisation, hold or charge to a nominated payment card. TREK Campers may deduct only amounts properly due under this Agreement and will notify you by email of the amount and the reason, with reasonable supporting information, including photographs, repair estimates, invoices or other relevant records where available.

The Bond and liability amounts depend on the vehicle type and Insurance Option selected and are set out in the Insurance Coverage Guide and your Booking Confirmation.

Any amount retained after return must be reasonably necessary for a specific unresolved amount for which you may be responsible. We will explain the reason, keep you informed and release any undisputed balance promptly. Bank processing may take five to ten business days after release.

Bond deductions and amounts retained for eligible damage must not exceed the amount you properly owe under your selected Insurance Option. Eligible $0 liability under Smart Choice is not overridden because we cannot recover money from a third party. Excluded damage and other charges properly due under this Agreement may still be payable.

For a damage claim, we may retain only an amount reasonably related to your potential liability while the claim is assessed. Third-party recovery is not a condition for releasing amounts that you do not owe. For New Zealand hires, third-party motor insurance is not compulsory and recovery is not guaranteed; this does not itself increase your contractual liability.

A new Bond may be required for an approved replacement Vehicle. Smart Choice transfers to that approved replacement for the remainder of the original hire period.

For Bond purposes, Damage and related losses may include third-party property damage, tyre and windscreen damage, towing and recovery costs, theft, fire, break-in, vandalism and lost rental income, subject in every case to your selected Insurance Option, applicable exclusions and consumer rights.

Damage exceeding Fair Wear and Tear discovered after return may be charged only where it occurred during the hire and you are responsible under this Agreement and applicable law and where TREK Campers can reasonably demonstrate that the damage was not present at the start of the hire and occurred during the hire period. TREK Campers will notify you of any such damage promptly after its return inspection.

13 TREK Campers liability

TREK Campers remains responsible for its breach of contract, negligence and all non-excludable consumer rights and remedies.

To the extent permitted by law, TREK Campers is not responsible for loss caused by you, loss that you could reasonably have avoided or minimised, or events outside TREK Campers' reasonable control. This does not exclude responsibility for TREK Campers' own breach or negligence or any responsibility that cannot lawfully be excluded.

This clause applies to claims arising from services provided under this hire, including relevant acts or omissions of TREK Campers' staff and agents. It continues to apply to those claims after the hire ends, subject to applicable statutory limitation periods. It does not create a general release of liability or remove rights or remedies that cannot be excluded.

Any permitted business-use limitation or contracting-out arrangement must be separately agreed in writing and meet the requirements of applicable law. Business use alone does not exclude consumer or fair-trading protections.

Neither party is liable for any delay or failure to perform its obligations under this Agreement to the extent that the delay or failure is caused by events beyond that party's reasonable control, including natural disasters, road closures, pandemics, government restrictions, strikes, transport disruptions, accidents, utility failures or other force majeure events. This clause does not limit any rights or remedies that cannot lawfully be excluded.

14 Extra costs to know about

One-way rentals between branches are available, subject to approval and availability. Any applicable one-way fee will be quoted at the time of booking.

Baby seats, roof racks and snow chains are $40 each per rental, subject to availability.

A Diesel Road User Charge (RUC) applies to diesel vehicles. The charge is calculated on kilometres travelled and charged on return. The applicable rate and calculation method will be disclosed before booking. Any subsequent government change to RUC rates will not increase the confirmed charge unless required by law or agreed by you following advance disclosure.

15 Tolls and fines

You are liable for every fine, toll or infringement incurred during the hire, including traffic, speeding, signal, toll, parking and freedom-camping offences.

If TREK Campers receives notice of an infringement, TREK Campers may either transfer the infringement into your name, or pay it and charge your nominated card. In either case, an administration fee of $30 applies for each infringement.

Before charging your card for an infringement, TREK Campers will email you a copy of the infringement notice. You may challenge the infringement with the issuing authority or a court, or dispute the card charge through your card issuer.

16 Breakdowns accidents mechanical issues and accommodation reimbursements

Report any accident, defect or mechanical failure within 24 hours of discovering it, by phoning TREK Campers on +64 9 950 6116. A delay in reporting may affect TREK Campers' ability to investigate the issue and may affect reimbursement or insurance entitlements where the delay materially prejudices TREK Campers or its insurer.

Where compensation is provided because the Vehicle cannot reasonably be used as a result of a breakdown, accident or other incident for which TREK Campers is responsible, compensation may be limited to a pro-rata refund of rental charges for the period during which the Vehicle could not reasonably be used. Any refund does not include optional insurance, surcharges or other charges already incurred, unless required by law.

16.1 Breakdowns mechanical issues and reimbursements

Vehicles are registered with the NZI 24-hour roadside assistance (0800 694 737). Roadside assistance is available 24/7 during the hire period for mechanical breakdowns and other eligible roadside assistance situations.

Roadside assistance may include services such as:

flat battery assistance or jump-start;

emergency fuel assistance;

tyre assistance;

key lockout assistance; and

towing or recovery following a breakdown or other eligible roadside event.

The roadside assistance provider will determine the appropriate assistance required. The provision of roadside assistance does not necessarily mean that the cost of the service, replacement parts, fuel, keys, damage or other associated expenses are covered by the insurance. Any uninsured roadside expense is payable by you only where you are responsible for it under this agreement and applicable law.

Where the Hirer is required to pay an authorised roadside assistance expense upfront, TREK Campers will reimburse the approved expense in the next payment run, subject to verification and the applicable policy terms and limits.

In the event of a breakdown, TREK Campers reserves the right to arrange for the vehicle to be inspected and repaired before providing a Replacement Vehicle. Repair timeframes depend on the availability of third-party repairers and parts and may be affected by weekends, the vehicle's location and seasonal demand. If TREK Campers reasonably expects the repair to take longer than 5 days, a Replacement Vehicle will be provided, subject to availability.

Accommodation reimbursements

Where an incident or breakdown for which TREK Campers is at fault results in the Hirer being unable to continue their journey in the vehicle, TREK Campers may reimburse reasonable accommodation expenses of up to 4 nights, at a maximum of $75 per person per night. Reimbursement is subject to prior approval where reasonably practicable, submission of valid receipts and confirmation that the expense relates to an incident or breakdown for which TREK Campers is at fault. Accommodation reimbursement is funded by TREK Campers, is not an insurance benefit and remains subject to the applicable terms, conditions and limits.

16.2 Accidents

If there is an accident: notify TREK Campers within 24 hours; call 111 for any injury; record all parties, witnesses and vehicles involved; get a signed written statement; and get a copy of any police report.

Don't admit liability, and don't arrange repairs or salvage without TREK Campers' authority (except where necessary to prevent further damage).

A Replacement Vehicle isn't guaranteed - it depends on availability, your location, liability for the accident, and remaining hire time. If one isn't available, TREK Campers isn't liable for your accommodation or personal expenses unless TREK Campers was at fault for the accident or incident.

You may need to pay your own transport to reach TREK Campers or depart from an accident site, and delivery costs for a Replacement Vehicle where the cause falls under one of the insurance exclusions above (Smart Choice transfers to an approved Replacement Vehicle).

A $60 damage administration fee applies to each damage claim that is not covered under the Hirer's selected Insurance Option, reflecting the reasonable administrative costs incurred in managing the claim.

If TREK Campers is not at fault for the accident or incident, no refund will be provided for any remaining rental days the Hirer is unable to use the vehicle, regardless of the Insurance Option selected.

17 Returning the Vehicle

Return the Vehicle and keys on time to the agreed Return Location unless TREK Campers approves a change or extension. Early returns are not refunded, subject to any rights or remedies that cannot lawfully be excluded.

An approved extension is subject to availability and prior written approval. Any additional rental days and agreed amendment charges will be quoted before you agree; an approved extension is not an unauthorised late return.

Unauthorised late return: the applicable rental rate applies for each overdue day. A late-return administration fee of $250, representing a reasonable estimate of the administrative costs associated with managing an unauthorised late return, also applies. TREK Campers may also recover any reasonable additional loss, expense or liability directly caused by the unauthorised late return, including relocation costs, Replacement Vehicle costs, compensation paid to affected customers and reasonable administrative costs. The applicable rental rate is the daily rate in your Booking Confirmation; the additional loss recoverable under this paragraph does not include administrative costs covered by the $250 fee; and relocation costs are recoverable only as set out in the next paragraph and are capped at $5,000.

Unauthorised change of return location: reasonable relocation costs actually incurred, up to a maximum of $5,000. Vehicle not returned clean: cleaning fee up to $350, reflecting the reasonable cost of returning the Vehicle to the condition required under this Agreement. Grey water not emptied: fee up to $100, reflecting the reasonable cost of disposal and associated administration. Fuel not returned full or at pick-up level: the cost of refilling the fuel tank to the required level, together with a reasonable administration fee, subject to applicable law.

18 If you breach this Agreement

TREK Campers may refuse the rental, terminate the hire or recover the Vehicle without notice, if:

(a) you materially breach this Agreement, including your obligations under clause 6;

(b) you obtained the Vehicle by fraud or misrepresentation;

(c) the Vehicle is damaged in a manner that prevents its safe or intended use, abandoned or left unattended in circumstances creating a reasonable risk to the Vehicle; or

(d) TREK Campers or the Police reasonably considers the driver unsafe or insufficiently skilled.

If the hire ends for these reasons, prepaid rental charges for unused rental days are not refundable where the hire is terminated due to the Hirer's material breach of this Agreement, and you must pay recovery and towing costs and any reasonable return arrangement fee.

19 General terms

TREK Campers owns the Vehicle. You must not sell, sublet, lend, pledge, mortgage or otherwise deal with it.

These terms do not exclude statutory guarantees, rights or remedies or any express warranty or promise forming part of the Agreement.

All amounts properly due under this Agreement are payable on demand, including reasonable and lawfully recoverable collection and legal costs.

You may not transfer this Agreement without TREK Campers' prior written consent. TREK Campers may subcontract services without avoiding its contractual or legal responsibility to you.

A waiver on one occasion does not waive a right on another occasion. If any provision of this Agreement is unenforceable, it will be read down or severed to the extent necessary and the remaining provisions will continue in full force and effect.

This Agreement, the Booking Confirmation and the Rental Agreement record the agreed hire terms. They do not exclude express promises forming part of the Agreement or liability for misrepresentation. Business use alone does not exclude consumer or Fair Trading Act protections. Any lawful business contracting-out arrangement must be separately agreed in writing and comply with the applicable law.

All dollar amounts are in New Zealand dollars (NZD) and include GST unless stated otherwise.

20 Privacy

TREK Campers collects personal information to process and administer your booking and hire. TREK Campers may be unable to provide its services if the requested information is not provided.

Your personal information is handled in accordance with TREK Campers' Privacy Policy and the Privacy Act 2020. TREK Campers may collect, use and disclose your personal information for the purposes described in its Privacy Policy and as permitted by law, including information relating to the Vehicle's distance travelled and servicing data.

You may request access to and correction of your personal information in accordance with the Privacy Act 2020.

21 Complaints and disputes

If you have a complaint, contact TREK Campers in person, by phone or email. TREK Campers will endeavour to resolve complaints promptly and fairly.

We will acknowledge complaints within 5 business days and aim to provide a substantive response within 20 business days where reasonably practicable.

Once a resolution is agreed, TREK Campers will implement that resolution within a reasonable period and keep you informed of any delay.

If we are unable to meet these timeframes, we will explain the reason for delay and provide an updated timeframe.

If you are dissatisfied with the outcome, you may request escalation to management or raise consumer-law issues with Consumer Protection New Zealand.

Email TREK Campers at support@trekcampers.com.

TREK Campers Insurance Coverage Guide (PDF) (available on our website)