

# Full Terms & Conditions at Tairua Bus & pipiRentals

## Web bookings:

### Basics:

\* Bookings are final at time of payment. Bookings must be made not later than 24hrs prior to departure time, thereafter booking acceptance is at the discretion of Tairua Bus.

\* Refund requests are considered on a case by case basis and may incur transaction charges.

\* Tickets are NOT transferable in person or time. Please check your junk folder in case of non receipt of itinerary.

\* Some services may have bus changes and may be operated by Intercity, barrier Air or other authorised provider. Tairua Bus will provide all ticketing for all connecting services where needed. You hereby authorise all such transactions. Where other service providers are involved be sure to review their own terms and conditions.

Questions or information should be directed to: [steve@tairuabus.co.nz](mailto:steve@tairuabus.co.nz)

### Full Terms & Conditions:

• All tairuabus.co.nz bookings are non-refundable. Any agreed refunds are at the discretion of the company. Confirmed tickets do not constitute valid payment until said payment has been received by the company

• Passengers will not be accepted onto the service without a valid booking reference, this can be found under the "print your ticket link" on the confirmation email

• Passengers can change their booking themselves in the "cancel/change booking" link and then re-book their trip without further payment provided the new booking is made within 24hrs of the original booking

• Late bookings made within 24hrs before departure may be accommodated on later services at the companies discretion or a refund will be made. Tairua Bus will use best effort to contact and discuss the options with the booker

• Refunds are not given if a passenger fails to board for whatever reason

• Passengers who leave the bus at stops and rest breaks are responsible for re-boarding the bus at the scheduled departure time

• Should road closures or weather conditions, or any other events outside our control not allow Tairua Bus to complete its journey, we will not be responsible for the costs of accommodation, meals and incidentals

• Tairua Bus has the right to refuse carriage if the driver feels that your behaviour will harm yourself, others or themselves. No intoxicated passengers or passengers under the influence of a substance that has impaired their judgement will be carried. You may be refused carriage if you are carry alcohol or any illegal substance or dangerous weapons onto the bus

• Each passenger is permitted to carry 1 piece of luggage weighing no more than 20kg (to be stored under the bus, in the rear luggage cage or accommodated in the cab at the drivers discretion), and 1 piece of hand luggage to be stored in the over head locker or under the seat

• Any baggage over the allowance will be carried only if there is room, and is at the drivers' discretion

• Infants (<2yrs old) travel free of charge per 1 paying adult and may be required to travel on your lap. If you require a car seat, or the child to occupy their own seat, you will need to purchase a separate ticket for them. No child under 12 may travel alone on scheduled services. Unaccompanied minors 12-16 are accepted on the understanding that they will be met at both ends of the trip

## On-Board Camera Policy

### Reason

At Tairua Bus (“TBC”) we endeavour to provide a safe and secure environment to protect its staff, customers and the interests of our shareholders & customers using our services. On-board Camera System (“OCAMS”) cameras and systems (including visual and audio) are installed on certain services from time to time or on a semi-permanent basis and may also be present on any other company vehicle and at company depots and offices for the following purposes:

- To enhance staff and public safety,
- To enable monitoring and surveillance to improve security, monitor patronage and deter criminal activity on public transport and in general,
- To capture information that could be used to investigate crime, a health and safety situation and incidents involving our staff, contractors, customers and the general public, and
- To provide information to schools with respect to student’s behaviour where deemed necessary.

This policy has been created to ensure that TBC, its employees and contractors (including public transport operators) comply with the intentions of and with the Privacy Act 2020 (the “Act”) with respect to the collection, use and disclosure of images or audio captured by any OCAMS system.

By operating or using any TBC service, you agree to the terms and conditions of this policy (as may be amended from time to time). This policy may be amended, withdrawn and replaced by publication on TBC’s website.

### Scope

This policy applies to all employees of TBC, all TBC contractors, schools and customers who may enter the areas covered by an OCAMS system operated by or on behalf of TBC.

# The Policy

## 1. Data Use

TBC may disclose and use OCAMS footage and other data collected from these systems to the third parties below and for the purposes outlined above:

- NZ Police,
- Waikato Regional Council and other councils which TBC may be contracted to provide services to,
- The Ministry of Education, and
- Schools (for the purpose of addressing delinquent behaviour of school students).

## 2. OCAMS Locations

OCAMS on vehicles are to be situated in locations which are clearly linked with the system's specific purpose and recorded in the bus operator's register of such systems.

## 3. Monitoring

1. The recording devices/servers for OCAMS systems are to be installed in secure locations as agreed upon by the staff Administrator. Only persons trained and authorised as OCAMS Operators are allowed access to recorded footage.
2. All footage is kept for the duration of the intended purpose as determined by TBC from time to time, and in any event no longer than 30 days. This period reflects standard industry practice. After that time, the data is overwritten as part of the recording process, unless it is exported for evidential purposes as may be required.
3. Live streaming system monitoring may be carried out from time to time to assist with crime detection, deterrence and prevention, and to monitor potential health and safety hazards to TBC employees, contractors or members of the public.
4. TBC reserves the right to have remote access to all footage created by the systems.
5. Where systems are monitored via a mobile device (such as a smartphone, tablet or laptop) the Administrator shall ensure that no unauthorised person has the ability to view the device.

## 4. Control and operation

1. Unless TBC agrees otherwise, OCAMS systems will only be installed on vehicles owned or operated by TBC or contracted by TBC to third-party contractors and at its depots and offices.
2. The OCAMS will operate for the full duration of the time that the vehicle is in use or those periods decided by TBC for depots and offices.
3. All areas of our vehicles will at some point in time be monitored by the OCAMS system, the exceptions being listed below:
  - OCAMS coverage will not be directed at private property except unavoidably as part of a wide angle or long shot while panning past.
  - Audio will only be recorded from the driver compartments (to ensure recordings of the driver and passenger interactions).

## 5. Access

1. TBC will ensure its employees or contractors who install, operate and monitor systems receive appropriate training in the technical, legal and ethical parameters of appropriate camera, audio and data use and understand their responsibilities under this policy.
2. The roles and responsibilities are outlined below:

OCAMS Administrator	Full System Access to all system features and programming	TBC appointed representative
OCAMS Operator	Access to all systems including some programming ability, live view, playback and export or full system access for maintenance purposes.	TBC appointed representative

3. The OCAMS Administrator is responsible for:
  - Undertaking an annual review of the use of all systems, and
  - Referring all public or Police requests for footage to an authorised company representative.

#### 4. OCAMS Operators are responsible for:

- Ensuring that equipment is installed on relevant bus services, depots and offices when directed,
- Organising the training and authorising of staff of the public transport operator in relation to this policy,
- Ensuring the on-going maintenance and accuracy of the system,
- Ensuring that footage, audio or other data from the system requested by the Administrator or the Police is provided within 24 hours of the receipt of the request and the data released is recorded in the Access Log,
- The establishment, oversight and maintenance of a record of all released or viewed footage, audio or data,
- Referring all other requests for data from the system to the Administrator,
- Maintaining security of the system, the monitors and footage (tapes, drives, disks etc),
- Maintaining the Access Log,
- Ensuring signage is in place on all bus services and in accordance with this policy,
- Organising training of the bus operator's employees and contractors in relation to the OCAMS system, this policy and the Act,
- Dealing with any requests for access or correction of data by individuals in accordance with this policy and the Act, and
- Maintaining confidentiality in regard to data, duties and observations and ensuring that all employees and contractors maintain such confidentiality.

## 6. Use of collected data

In accordance with the Act, and with regard to the listed exceptions in the Act, information collected by the OCAMS systems will only be used for the purpose for which it was collected.

## 7. OCAMS information access and the Police

1. The NZ Police may access footage on short notice from those systems that have been set up for purposes linked with crime detection and prevention.

2. All footage released to the Police at the request of the Police, or when criminal activity is suspected, will be recorded in the Access Log.

## **8. OCAMS information access by individuals**

1. Unless there are good reasons to refuse access in accordance with the Act, members of the public have the right to request access to, and correction of, any personal information held by the system.
2. A request by the public to view footage that contains information relating to other individuals must be in writing and will be dealt with as either:
  - a matter to be referred to the Police, or
  - a LGOIMA request under the Local Government Official Information and Meetings Act 1987 (where related to council or central government funded services), or
  - where the footage requested for viewing only shows the individual who has made the request, the request will be dealt with in accordance with the Act.
3. Any request to view footage will be limited by the need to protect other persons' privacy. If a request to view the footage is unable to be granted without unreasonably breaching others' privacy, a written description may be provided by the OCAMS Operator of what they are doing in the footage. Any such requests will be responded to within 20 working days by the OCAMS Operator and are subject to review by TBC as per TBCs policies and procedures.

## **9. OCAMS and Operator staff**

1. TBC will investigate any suspected breach of the use of the system by the bus operator's employees or contractors.
2. Any staff incidents or misconduct detected by the system will be handled in accordance with the contract between TBC and the authority which it provides contracted services to.

## **10. Signage**

1. Individual systems and/or camera areas will be clearly signposted to notify the public.
2. Signs will clearly display the message "Video and Audio recording in operation" or a similar message and be of a size and style that makes them readily visible to people entering the area. Where it is impractical to include

all the information, the sign will direct the public to the TBC website where this policy can be viewed.

## **11. Who can you contact for further information**

If you have any queries about this policy or any aspect of the operation of OCAMS by Tairua Bus, please contact our administrator by email at [steve@tairuabus.co.nz](mailto:steve@tairuabus.co.nz) or Tairua Bus Company Limited, 31 Leeward Drive, Whitianga 3510.

More information about your rights and our obligations in respect to privacy and information on making a privacy complaint are available from the Office of the Privacy Commissioner at [www.privacy.org.nz](http://www.privacy.org.nz) or PO Box 10 094, The Terrace, Wellington 6143.

## **12. Policy Review**

This policy will reviewed be annually.

Last updated: January 2024

# Terms & Conditions of Carriage

## Luggage

For the safety and comfort of all passengers, Tairua Bus ("TBC") restricts the size, type and quantity of luggage or other belongings which you can bring on to our buses, and reserves the right to refuse permission for you to bring any item onto our service.

TBC carries checked luggage subject to these terms and the Contract and Commercial Law Act 2017, Part 5, Subpart 1.

All luggage carried must be clearly labelled with the passenger's name, address, contact details. When connecting from one service to another, passengers are responsible for collecting their luggage and ensuring it is checked onto the next service. TBC does not provide a luggage transfer service.

The size, weight and number of luggage items that can be carried is specified below. If a passenger wishes to travel with more luggage than is permitted, or with oversized items, the item(s) may be refused if there is no available space.

## Baggage Allowance

- Up to two pieces per person weighing a maximum of 25kg each per person and one piece of max 20kg on any bus. Each piece of luggage should not exceed total dimensions (length + width + height) of 158cm (62 inches).
- If you are travelling with a wheelchair, mobility scooter or baby pushchair that can collapse down to fit within the Checked Luggage size and weight dimensions, it can be counted as one of your Checked Luggage entitlements. If the item cannot be collapsed down to fit our Checked Luggage size and weight dimensions, it will be regarded as Oversize Luggage.
- Extra and oversize luggage may be carried subject to space available at a cost of \$10.00 per item per sector, payable to the driver. Please note we cannot guarantee carriage of extra or oversize luggage on any specific travel date or service.
- Please note that some buses on our network cannot accommodate oversized luggage.
- Chilly bins, boxes and bags carrying fresh or frozen food and/or any frozen goods will not be accepted for transportation.
- All sports equipment luggage, including golf clubs, must be packaged into a holdall secure bag. If it complies with the size and weight dimensions above, the item will be counted as one of your Checked Luggage entitlements. If not, it will be regarded as oversized luggage and a charge will apply subject to space being available.
- As we are a passenger service, we generally do not carry freight or unaccompanied luggage but may be carried at the discretion of TBC.



- Bicycles must be collapsed down (both wheels removed from the frame) with handlebars turned sideways, the chain covered and preferably in a bike case. They should not exceed total dimensions (length + width + height) of 158cm (62inches). Bicycles presented in this fashion will be accepted for travel and counted as one of your two Checked Luggage entitlements. If your bicycle is not collapsed down then it will not be carried.
- TBC's liability for checked luggage that is under its care and control is limited to \$200 per item, subject to the exclusions for unsuitable checked-in luggage and prohibited items below. Passengers are advised to arrange their own insurance cover for amounts over \$200.

## Unsuitable luggage

The following items are deemed unsuitable for luggage stowed in the luggage lockers. If you do include such items in your stowed luggage, you do this wholly at your own risk and TBC will not be liable for any costs for inconvenience, replacement, delay, loss or damage you or any other party may suffer:

- Passports and travel documents
- Cameras, video cameras etc
- Computers or computer equipment
- Electrical or electronic devices
- Business documents or important documents
- Samples
- Fragile, delicate or perishable goods
- Valuable items, such as money, jewellery or similar
- Any item that is not sufficiently packaged to withstand normal effects of carriage by road transport.

## Carry-on

- Each customer is limited to one carry-on item with dimensions not exceeding 20cm high x 28cm deep with a maximum length of 400mm. The maximum weight is 5kg.
- Handbags, umbrellas and walking sticks are permitted.
- Chilly bins, boxes and bags carrying food and frozen goods will not be accepted for transportation.
- You are responsible for your carry-on luggage, and TBC accepts no responsibility whatsoever for loss or damage to carry-on luggage.

## Prohibited items

The following items are prohibited from being carried on or transported by any service

- Liquids/creams not carried in watertight containers

- Flammable liquids
- Explosives (including fireworks)
- Poisonous, toxic, or hazardous substances
- Solvents
- Fuel (including gas bottles)
- Batteries (unless used in portable consumer electronic devices)
- Any form of firearm, weapon, explosives or ammunition. An exception applies to firearms, which can be accepted if they are unloaded and carried in a locked box or container that is designed to prevent access.
- Illegal drugs or substances
- Animals (except for assistance dogs)
- Frozen food and fresh meat, poultry or fish
- Any other item deemed unsafe by the driver or our staff

## Large/Oversized Items

- "Large items" are heavier than 25kg or exceeding total dimensions of 158cm (refer to our Luggage terms above).
- These may be carried, subject to space availability on each sector travelled (limit - 1 per person). Please note we cannot guarantee carriage on any specific travel date or service.
- Cost \$10.00 per item per individual journey, and is payable to the driver.
- In the interest of other traveller's luggage and driver safety, all bicycles must have the pedals removed and the chain covered.
- If you wish to take a bicycle with you as luggage, please contact us in advance of travel so we can inform the driver. This may make it easier for him/her to leave space for your bike.
- If the wheelchair or mobility scooter cannot be collapsed down to fit our Checked Luggage size and weight dimensions, this Larger Items policy applies.
- Please note that some services are unable to accommodate bikes and other large items. This includes the Auckland 380 Airporter connecting services.
- Tairua Bus carries checked luggage subject to the Contract and Commercial Law Act 2017, Part 5, Subpart 1.

## Right of refusal to carry luggage

- TBC has the right to refuse to take luggage if it does not meet the requirements set out in these Terms and Conditions, or if it breaches the Contract and Commercial Law Act 2017, Part 5, Subpart 1.
- If a Passenger travels with more luggage than permitted as above, then the additional item(s) may be refused if there is no available space.
- Prohibited items are not permitted either on-board or in the luggage compartment.
- Passengers must never accept luggage or parcels on behalf of someone else for security reasons.

Tairua Bus Company will not be responsible or liable for any loss or inconvenience if a Passenger is refused travel under any of these circumstances.

## Lost Property

If you have lost a passport, please report the loss to your embassy before contacting us.

If you have lost luggage, please email us otherwise [contact us](#) as soon as possible so we can investigate. An investigation may take up to 4 business days and we'll come back to you once it is complete.

If you have lost carry-on luggage, please email us or otherwise [contact us](#) as soon as possible so we can investigate. An investigation will usually take up to 10 days. Because of the number of lost property enquiries we receive, we will only come back to you if the item is found. Lost items will only be held for three months.

## Queries, claims and complaints

If you have any queries, claims, complaints or Lost Property, please contact us by:

1. [steve@tairuabus.co.nz](mailto:steve@tairuabus.co.nz) or
2. Post: Tairua Bus, 31 Leeward Drive, Whitianga 3510
3. Phone 07 866 0273 or 027 2110983

Claims for compensation must be received by Tairua Bus within 7 days of the date of travel. To make a claim please provide full contact details and time and date of journey.

## Animal Policy

We are unable to carry animals on board our vehicles. [Guide dogs](#) and other certified service dogs are the only exception. Certified service dogs are welcome on board.

## Smoking

Under the provisions of the Smoke Free Environments Act (1990), bus services are required to be smoke-free, including on-board restrooms, where provided. Smoking of any kind, including e-cigarettes or vapes, is prohibited.

## Passenger Ability

Passengers must be able to stand unaided when boarding and disembarking the bus.

Passengers who require somebody to lift them on and off the bus must arrange for this assistance at pick-up and drop-off points.

For health and safety reasons, drivers are not permitted to participate in carrying of passengers. Passengers are advised that TBC operates some vehicles designed for long distance travel, and that these buses may feature steps into the bus as well as internal stairways to passenger seating areas.

Passengers must be cognitively capable of travelling alone on TBC public transport services. Passengers are advised that our drivers are unable to supervise passengers during rest stops and service connections, and that it is the passenger's responsibility to ensure they disembark the coach at the correct destination stop.

## Booking Fees

A booking fee applies to all online reservations and is non-refundable. A handling fee for phone reservations of \$10/journey/passenger applies and is non-refundable.

## Failure to Join services

If a passenger fails to join a service, their entire booking including any connecting bus will be automatically cancelled.

## Seats

While TBC does not allocate seats, the driver may ask you to move to another seat so that families and groups, particularly those with children, can sit together. We ask that you comply with this request.

## Infants

- Infants must travel with an adult parent or guardian over the age of 18.
- For safety reasons, each adult may only accompany a maximum of one infant.
- Infants are free of charge if they are carried on the adult's lap (seats are not allocated to infant fares).
- Passengers who wish their infants to travel in a car seat or capsule must book an additional seat using a Child or Non Refundable fare. Please note that we do not provide child seats and cannot guarantee buses will be equipped with seatbelts.

## Unaccompanied Minors

A minor is deemed to be someone aged 7 - 12 inclusive. A minor is deemed to be unaccompanied if they are not accompanied by a person over the age of 18 years. No child less than 7 years old may travel alone except for some agreed school services with parental consent.

TBC will carry unaccompanied minors on direct services only, provided that when purchasing the ticket all the required details were completed and the terms and conditions were agreed to.

If the ticket was purchased with an agent, the person purchasing the ticket will be asked to provide the required details and agree to the terms. This information will be sent to our contact centre and logged with the driver.

If purchasing the ticket online, the details will be collected in the booking process and the terms must be accepted before proceeding to checkout. The information will be accessed by the contact centre and then logged with the driver.

If an unaccompanied minor arrives at the bus and the driver does not have a record from the contact centre, the child will not be permitted to travel unless the guardian is present whom may be asked to complete a form at that time.

## Timetables

Timetables published on the [www.tairuabus.co.nz](http://www.tairuabus.co.nz) website or displayed by various booking agents or other operators are indicative only. TBC reserves the right to alter prices, timetables, routes and stops without notice. TBC reserves the right to operate services in non-TBC branded vehicles.

Services may be operated by more than one bus and/or driver for operational or scheduling reasons. As a result, you may be required to change buses during your trip. Please follow the driver's instructions.

If travelling to an airport or connecting with airport services, passengers should allow at least 90 minutes between the scheduled arrival time of their bus service and their flight's check-in time, as TBC cannot be held responsible for missed flights resulting from delays.

If a bus service is missed due to inbound flight delays, no refunds or transfers are available and a new ticket must be purchased. We recommend ensuring appropriate travel insurance to cover unforeseen events.

## Connecting Services

Tairua Bus connects with many InterCity NZ bus services which allows passengers to book a single trip that involves two or more connecting services (for example: Whitianga to Auckland or Auckland to Coromandel Town). TBC can only recognise such connections if they are booked as a complete trip. If a passenger books separate trips TBC will not be able to recognise that the passenger is connecting and consequently TBC is not liable to provide assistance and/or compensation if an onward service is missed due to delays or disruptions on a preceding service.

## Tickets

Only the person named on the ticket is permitted to travel.

Tickets may be resold if the purchaser is unable to travel. However the ticket may not be resold for more than the original purchase price and the passenger name must be changed on the reservation (amendment fees may apply).

Any tickets found to have been resold for more than the original purchase price will be cancelled without notice and no refund will be provided.

## Prohibition of Website Scraping

Website scraping, data mining, or extracting content from our Website through automated means, including but not limited to bots, spiders, or crawlers, is strictly prohibited.

You are expressly prohibited from reproducing, distributing, displaying, modifying, transmitting, or otherwise using any content from our Website without our prior written consent.

## Right to Refuse Carriage

Tairua Bus staff, or any driver may at any time refuse to carry you, or remove you from any service, if:

- Any of them believe in their sole discretion:
  - That such action is necessary for your safety, or the safety of the driver, any other passenger, luggage, or any other person;
  - You are under the influence of alcohol or drugs, or you are smoking, or you are behaving in a manner that is or may become dangerous, unlawful, offensive,

abusive, intimidating or annoying to TBC, a driver, any passenger or luggage, or any other person;

- That such action is necessary to comply with these terms, or any applicable laws, regulations, licenses, consents or approvals;

- You refuse to obey a reasonable request made by any driver;
- You cannot prove to the satisfaction of a driver that you are the person named in the driver's log or in any other generated ticket or travel information;
- You have previously committed an act of a type referred to in this section, and TBC or any driver reasonably believes that such act may be repeated; or
- TBC has previously advised you in writing that you are not permitted to use its services.

## Liability

Tairua Bus Company Ltd (including Pipirentals.co.nz) products and services are sold subject to the Contract and Commercial Law Act 2017, Part 5, Subpart 1 and:

- The full terms and conditions set out on Tairua Bus website ([www.tairuabus.co.nz](http://www.tairuabus.co.nz)) & where connections are established those at InterCity's website ([www.intercity.co.nz](http://www.intercity.co.nz)), and any other terms and conditions published by the actual carrier or printed on the ticket.
- The total liability of any TBC member (which includes any franchisee) or any of their contractors or agents for any cost, expense, loss or liability suffered or incurred by any passenger or other person, whether as a result of wilful default, negligence or otherwise, is limited to the lesser of:
  - Proven direct compensatory damages (which does not include, without limitation, loss of profit, revenue, saving or business or exemplary, indirect or consequential damages); or
  - The amount paid by the relevant passenger for the product or service.

If a customer acquires or holds themselves out as acquiring TBC products or services for the purposes of a business the provisions of the Consumer Guarantees Act 1993 will not apply.

## Privacy Policy

## 1. WHO ARE WE

1.1 Tairua Bus Company Ltd (“TBC”) is a leading transport company primarily operating in the Waikato, Coromandel & Auckland regions.

1.2 TBC is the data controllers for the purposes of this policy, which is issued on behalf of the company. When we mention “TBC”, “we”, “us” or “our” in this privacy Policy, we are referring to the relevant area responsible for processing your data.

1.3 We also use a network of independent agents and licensees when providing our services. Please note that those agents and licenses are not covered by this Policy and we are not responsible for the privacy practices of any agent, licensee or other third party with whom you may transact before or at the same time as using our products or services.

## 2. THE DATA WE COLLECT ABOUT YOU

2.1 We may collect, use, store and transfer different kinds of personal data about you, which we have grouped together as follows:

- **Identity Data** includes first name, last name, username or similar identifier, title, date of birth, age, gender, dive certification number, security camera recordings and recordings of telephone conversations.
- **Contact Data** includes address, telephone numbers and email address.
- **Financial Data** includes payment card details.
- **Transaction Data** includes details of your previous bookings with us, payments to and from you and other details of products and services you have purchased from us.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- **Location Data** includes global position system vehicle tracking and diagnostics (telematics) and other location information obtained from smartphones, tablets, sat-navs or other devices that monitor your current and previous geographic locations.
- **Profile Data** includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.
- **Usage Data** includes information about how you use our website, products and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.



2.2 We also collect, use and share **Aggregated Data** such as statistical or demographic data, which may be derived from your personal data but is not personal data as it does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat that combined data as personal data which will be used in accordance with this Privacy Policy.

2.3 We do not collect any **Sensitive Data** about you (such as details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). We do not collect any information about criminal convictions and offences.

2.4 Refusal to provide your personal data: You do not have to provide your personal data when we request it, but if you choose not to, we may not be able to respond to your queries and perform any contract we have or are trying to enter into with you (for example, completing pre dive safety registrations). That may mean we have to cancel a product or service you have with us. We will notify you at the time if that is the case.

### 3. HOW WE COLLECT YOUR PERSONAL DATA

3.1 We use different methods to collect personal data from and about you including through:

- Direct interactions. You may give us your Identity, Contact and Financial Data by filling in forms on our websites and mobile applications, on third-party websites or in paper form or by corresponding with us by post, phone, email or otherwise. That includes personal data you provide when you:
  - make an inquiry or booking with us or otherwise apply for any of our products or services
  - purchase a product or service from us
  - create an account on our website or mobile applications
  - subscribe to our services or publications
  - request marketing to be sent to you
  - enter a competition, promotion or survey (including on third party social media platforms)
  - give us feedback
  - enter our premises on which security cameras are operating
  - speak to us on the telephone
- Automated technologies or interactions. As you interact with our website and mobile applications, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal

data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our Cookie Policy here for further details. We may combine Technical Data (some of which will be anonymous) with other personal data we have collected from you in order to understand and measure your online experiences and determine what products, promotions and services are likely to be of most interest to you.

- Third parties or publicly available sources. We may receive personal data about you from various third parties and certain public and technical sources:
  - Technical Data from analytics providers such as Google and advertising networks such as Facebook and Identity, Location and Vehicle Sourced Data when using our vehicles.
  - Identity and Contact Data when you make a booking or apply for our products or services through a third party (such as a travel agent), through interactions (including transactions) with our service providers, business partners, agents, affiliates and subsidiaries (including other travel providers and insurance companies), from data brokers or aggregators such as Facebook and from publicly available sources such as phone directories, membership lists, professional and trade associations, government, bankruptcy or court registry searches and electoral registers.
- Unsolicited personal data. If we receive personal data that we have taken no active steps to collect (such as a job application sent to us by an individual on their own initiative, rather than in response to an advertisement), then we may keep that personal data if it is reasonably necessary for one or more of our functions or activities. We will destroy it or ensure it is de-identified, provided it is lawful and reasonable to do so.

#### 4. How and why we use your personal data

We will only use your personal data when the law allows us to and typically only in the circumstances and for the purposes set out in the table below. Please see the Glossary for an explanation of the expressions used in the table.

<b>Purpose/Activity</b>	<b>Type of data</b>	<b>Lawful basis for processing</b>
New customers: To register you as a new customer and to respond to your inquiries and any complaints	(a) Identity (b) Contact (c) Profile	Performance of a contract with you

<p>Facilitate bookings: To provide and store quotes for retrieval and to process bookings including:</p> <ul style="list-style-type: none"> <li>managing payments, fees and charges</li> <li>collecting and recovering money owed to us</li> </ul>	<ul style="list-style-type: none"> <li>(a) Identity</li> <li>(b) Contact</li> <li>(c) Financial</li> <li>(d) Transaction</li> <li>(e) Marketing and Communications</li> </ul>	<ul style="list-style-type: none"> <li>(a) Performance of a contract with you</li> <li>(b) Necessary for our legitimate interests (to recover debts due to us)</li> </ul>
<p>Provide services: To provide our services to you, including:</p> <ul style="list-style-type: none"> <li>operating bus and ferry services</li> <li>operating guided tours and cruises</li> <li>operating snorkeling and dive tours</li> </ul>	<ul style="list-style-type: none"> <li>(a) Identity</li> <li>(b) Contact</li> <li>(c) Medical</li> <li>(d) Profile</li> <li>(e) Financial Transaction</li> <li>(f) Marketing and Communications</li> </ul>	<ul style="list-style-type: none"> <li>(a) Performance of a contract with you</li> <li>(b) Necessary for our legitimate interests (to recover debts due to us)</li> <li>(c) Perform safety checks prior to dive or snorkel activity</li> </ul>
<p>Relationship management: To manage our relationship including:</p> <ul style="list-style-type: none"> <li>notifying you about changes to our terms or Privacy Policy</li> <li>asking you to leave a review or take a survey</li> <li>keeping you up to date with our latest news</li> </ul>	<ul style="list-style-type: none"> <li>(a) Identity</li> <li>(b) Contact</li> <li>(c) Profile</li> <li>(d) Marketing and Communications</li> </ul>	<ul style="list-style-type: none"> <li>(a) Performance of a contract with you</li> <li>(b) Necessary to comply with a legal obligation</li> <li>(c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)</li> </ul>
<p>Improve services: To constantly improve our products and services, tailor them to your needs, develop new product/service ideas and</p>	<ul style="list-style-type: none"> <li>(a) Identity</li> <li>(b) Contact</li> <li>(c) Profile</li> <li>(d) Marketing</li> </ul>	<ul style="list-style-type: none"> <li>(a) Performance of a contract with you</li> <li>(b) Necessary for our legitimate interests (to keep developing and</li> </ul>

inform you of any changes to our products/services	and Communications	improving our products/services in line with customer expectations)
<p>Promotions:</p> <p>To enable you to:</p> <ul style="list-style-type: none"> <li>participate in prize draws, competitions and giveaways</li> <li>know about special offers and promotions, including on social media</li> </ul>	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)
<p>Technical maintenance:</p> <p>To administer and protect our business, content, websites and mobile apps including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data and monitoring for unauthorised use</p>	(a) Identity (b) Contact (c) Technical (d) Usage (e) Marketing and Communications (f) Transaction (g) Location	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security and to prevent fraud) (b) Necessary to comply with a legal obligation (c) Performance of a contract with you
<p>Advertising:</p> <p>To deliver relevant website content and advertising to you and measure the effectiveness of our advertising</p>	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and	Necessary for our legitimate interests (to define types of customers for our products/services, to keep our website

	Communications (f) Technical	updated and relevant, to develop business and to inform our marketing strategy)
Data analytics: To perform data analysis to: <ul style="list-style-type: none"> <li>• improve and personalise your experience on our platforms</li> <li>• improve our products/services, marketing, customer relationships and experiences</li> </ul>	(a) Technical (b) Usage (c) Identity (d) Profile (e) Marketing and Communications	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
Promote our products and services: To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile (f) Location (g) Marketing and Communications	Necessary for our legitimate interests (to develop our products/services and grow our business)
Provide location information: to enable realtime vehicle location information relative to your position	(a) Identity (b) Contact (c) Technical (d) Location	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation
Ensure the safety and security of staff and to protect against theft and damage	(a) OCAM	Viewing of footage by authorised employees to: (a) Audit that the system

		<p>is operating correctly.</p> <p>(b) Investigate Health &amp; Safety concerns.</p> <p>(c) Investigate of theft or damage.</p>
Comply with authorised requirements made by regulatory authorities	(a) OCAM	<p>Provide footage, or information about footage, to New Zealand Police and/or other regulatory enforcement authorities to:</p> <p>Carry out investigations.</p>

## 5. OCAM Footage Access

OCAM footage is only accessible by authorised staff members and a log is kept of all accesses made. You are able to request images of yourself captured by our OCAM cameras however your request must include a specific description of the place and time that you believe the footage was requested, and we will require proof of your identity before searching for the footage. We may be unable to release the footage to you if other individuals are included within the footage and cannot be anonymised. Footage will only be shared with third parties pursuant to our policy as referenced in Appendix 3.

## 6. HOW WE SHARE YOUR PERSONAL DATA

### 6.1 Using your Personal Data

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider we need to use it for another reason compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

### 6.2 Personal Data for an unrelated purpose

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

6.3 Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

6.4 We may have to share your personal data with the following parties for the purposes set out in the table in paragraph 4 above or for other purposes directly related to the purpose for which the information was collected.

**Service providers:**

Contracted third parties providing the following services:

- data processing
- medical risk assessment
- IT and system administration
- marketing, market research and communication
- printing and distribution of marketing materials
- mailing, freight and courier
- price comparison websites
- professional advisers acting as processors or joint controllers, including lawyers, bankers, auditors, consultants, insurers and recruiters.

Other third parties:

- regulators and other authorities acting as processors or joint controllers who require reporting of processing activities in certain circumstances and/or where disclosure is required by law
- third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice
- other entities in the same or similar industries to us, for reasons of public safety or where the law requires or authorises us to do so
- other third parties that you have been informed of at the time any information is collected from you
- regulators, authorities acting as processors or joint controllers, and principals who have appointed Entrada as a contractor to provide services to them, who require reporting of processing activities in certain circumstances (such as revenue auditing and health & safety investigations), and/or where disclosure is required by law

6.5 We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

## 7. YOUR RIGHTS

7.1 You have the following rights in relation to your personal data.

**Access:** you can request access to a copy of the personal data we hold about you and to check that we are lawfully processing it.

**Correction:** you can request that any incomplete or inaccurate data we hold about you is corrected, though we may need to verify the accuracy of the new data you provide to us.

**Erasure:** you can ask us to delete or remove your personal data where there is no good reason for us continuing to process it, where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

**Object to processing:** where we are relying on a legitimate interest (or those of a third party) and you believe our processing of your personal data impacts your fundamental rights and freedoms, you may object to such processing for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information that override your rights and freedoms.

**Restrict processing:** you can ask us to suspend the processing of your personal data: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

**Data portability:** you can request that your personal data is transferred to you or a third party. We will provide you or a third party you have chosen with your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information that you initially provided consent for us to use or where we used the information to perform a contract with you.

**Withdraw consent:** you may withdraw your consent to our processing of your personal data. If you do so, we may not be able to provide certain products or services to you. We will advise you if that is the case when you withdraw your consent.

7.2 If you wish to exercise any of the rights set out above, please contact our us (see below).

7.3 No fee usually required: You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable



fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances. If we choose to deny your request, we will inform you of the decision and your right to complain to the supervisory authority within the 1 month deadline.

7.4 What we may need from you: We may need to request specific information from you to help us confirm your identity and ensure that personal data is not disclosed to any person who has no right to receive it.

7.5 Time limit to respond: We respond to all legitimate requests without undue delay and at the latest within one month. Occasionally, if your request is particularly complex or you have made a number of requests, we may need to extend this by up to a period of two months, in which case we will notify you and keep you updated.

7.6 We are not responsible for information held by third parties. If you purchased a product from us that includes third party operated products, we will notify you of the contact details for the supplier(s) and as a courtesy contact the third party supplier(s) to notify them of your request, however we do not monitor whether they have taken any action.

If your transaction was with a third party ticketing agent we will not contact the agent to notify them of your request. That is your responsibility.

## *8. SECURITY OF YOUR PERSONAL DATA*

8.1 We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

8.2 We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## *9. HOW LONG WILL YOU USE MY PERSONAL DATA FOR?*

9.1 We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting or reporting requirements.

9.2 To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means and the applicable legal requirements.

## 10. CONTACT DETAILS

Email address: [steve@tairuabus.co.nz](mailto:steve@tairuabus.co.nz)

Postal address: Tairua Bus, 31 Leeward Drive, Whitianga 3510

## 11. CHANGES TO THE PRIVACY POLICY AND YOUR DUTY TO INFORM US OF CHANGES

11.1 This version was last updated on 5 March 2024.

11.2 We reserve the right to update and change this Privacy Policy at any time by posting changes on this webpage . Changes will take effect from the time they are posted. We will use reasonable endeavours to communicate those changes to you on our website and mobile apps or via other channels that we think are suitable.

11.3 It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

## GLOSSARY

**Comply with a legal or regulatory obligation** means processing your personal data where that is necessary for compliance with one of more of our legal or regulatory obligations.

**Data controller** means whomever determines the purposes and means of processing personal data.

**Legitimate Interest** means our interests in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law).

**Performance of Contract** means processing your data where that is necessary

under a contract with you or to take steps at your request before entering into such a contract.

**Personal data** means any information about an individual that can be used to identify that person directly or indirectly by reference to a range of identifiers. It does not include anonymous data where the identity of the individual has been removed.

**Processing** means any operation or set of operations performed on personal data.

**Processor** means the entity that processes personal data on behalf of the controller.

## *COOKIE POLICY*

By using any of our websites or mobile application, you confirm that you agree to the use of cookies and similar technologies in accordance with this cookie policy. This cookie policy provides information about the cookies and similar technologies we use on our websites. This cookie policy should be read in conjunction with the Privacy Policy above.

### **What are cookies?**

A 'cookie' is a small text file that is placed on your computer, phone or other device when you browse a website. Two kinds of cookies are used on our websites: session cookies and persistent cookies.

Session cookies are used to remember selections made in the booking process, giving you a more seamless booking experience on our websites. Session cookies are deleted automatically when you leave a website or close your browser.

Persistent cookies are used to help us identify customers when they return to our websites and help us remember certain information about customer preferences on our websites and customer online activity. These cookies also help us understand browsing behaviour within our websites, which can assist us in customising content that we believe will be most relevant to your interests. Persistent cookies are stored on the user's computer or device and are not deleted when the browser is closed – these cookies must be 'manually' deleted if you want to remove them.

### **First and third party cookies**

TBC sets cookies (first party cookies) on web pages; where we require additional information and services we also allow other companies to host cookies on our web pages (third party cookies). Third party cookies that our partners set on our websites will support the customisation of advertisements viewed elsewhere on the internet and are required to meet contractual obligations they have with us.

### **What does TBC use cookies for?**

TBC uses cookies and similar technologies for the following key purposes:

- To operate our websites efficiently with a high level of functionality
- To measure the effectiveness of our marketing initiatives
- To learn about customer preferences so that we can present customers with web

content and advertising that is relevant to them

- To measure the number of advertising referrals we have received to our websites from other websites
- To produce data for reporting on completed and abandoned bookings on our website
- To produce data on web traffic and customer web activity through our website

### **How to control your cookie settings**

If you would like to block some or all of the cookies on our websites from being downloaded onto your computer or device, you can do this by manually adjusting the cookie settings in your internet browser's settings.

If you choose to block some or all of the cookies on our website, parts of our website will not function correctly or may not function at all. This means we may not be able to offer our web services to you. You may not be able to search for travel, make a new booking, or change an existing booking on our website. Also, you may not be able to complete other online transactions that would normally be available on our website for your convenience.

For more information on how to control your cookie settings and browser settings on your computer, and how to delete cookies on your hard drive, please visit [www.aboutcookies.org](http://www.aboutcookies.org) or [www.youronlinechoices.eu](http://www.youronlinechoices.eu).

### **Changes to this cookie policy**

We may make changes to this cookie policy from time to time. When we make changes, we will update the cookie policy on our websites. We will also specify the date of the last update.

### **Translations**

Where a translation of this cookie policy is made available in a language other than English, in the event of a conflict between the English version of this cookie policy and any translation, the English version shall prevail.

*These terms and conditions are valid as of 09 January 2024.*

# Terms & Conditions - pipiRentals

## **RENTAL AGREEMENT pipiRentals (wholly owned and operated entity of Tairua Bus Company Ltd).**

Upon signing & initialling where appropriate on the sales/in voice produced at time of vehicle collection or by email train confirmation an agreement is made between the owner and the hirer whose particulars are entered thereon. It is hereby agreed as follows:

### 1. VEHICLE DESCRIPTION

1.1 The owner will let and the hirer will take on hire the motor vehicle described thereon, hereinafter referred to as "the vehicle".

### 2. DURATION OF HIRE

2.1 The term of hire shall be for the period as described thereon.

### 3. PERSONS WHO MAY DRIVE VEHICLE

3.1 The vehicle may be driven during the period of hire only by the hirer and persons named thereon and only if they hold a current driver's license appropriate for the vehicle at the time when they are driving the vehicle.

### 4. PAYMENTS BY HIRER

4.1 The hirer shall pay to the owner as payment for the hire of the vehicle for the period of hire referred to in clause 2 of this agreement, the hire charge at the rate referred to thereon. If the vehicle is returned late or outside of the period of hire referred to in clause 2, the hirer shall pay the daily hire charge at the rate referred to thereon.

4.2 In addition to the payment referred to in clause 4 of this agreement the hirer shall pay to the owner the insurance charge at the rate referred to thereon, for the insurance cover set out in clause 7 & 9 of this agreement.

4.3 In addition to the payment specified in clause 4 of this agreement the hirer shall pay to the owner on termination of the hiring a distance charge at the rate referred to thereon. The total distance that the hirer may run the vehicle during the period of the hire shall not exceed.....kilometers. If this clause is not completed, then the distance restriction is not applicable to this hire.

4.4 The hirer shall pay for all petrol, diesel or other fuel (but not oil) used in the vehicle during the period of hire.

4.5 The hirer shall pay for any damage or repairs of the vehicle incurred or caused to be incurred by the owner as a result of the vehicle being vandalised or damaged in any way while in possession of the hirer including but not limited to damage that causes the vehicle to be unsafe in any way, un-roadworthy in any way and/or non-compliant with road safety rules and regulations.

### 5. CANCELLATIONS / AMENDMENTS

5.1 Any reservation cancelled or amended 24 hours or more before an arranged pick-up time will incur no penalty.

5.2 Any reservation cancelled or amended within 24 hours or less of pick up will incur a 50% charge of total hire cost, to a maximum amount of \$200NZD including G.S.T or whichever is the lesser amount.

### 6. HIRER'S OBLIGATIONS

6.1 The hirer shall ensure that: (a)The water in the radiator and battery of the vehicle is maintained at the proper level; (b)The oil in the vehicle is maintained at the proper level; (c)The tyres are maintained at their proper pressure.

6.2 The hirer shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

### 7. INSURANCE

7.1 Subject to the exclusions set out below, the hirer and any driver authorized to drive the vehicle is fully indemnified in respect of any liability he or she might have to the owner in respect of the loss of or damage to the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of the owner including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts.

7.2 Subject to the exclusions set out below, the hirer and any driver authorized to drive the vehicle are indemnified to the extent of \$250,000 in respect of any liability he or she 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.

### 7.3 Exclusions

7.3.1 The indemnities referred to above shall not apply where the damage, injury or loss arises when:

7.3.1.1 The driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle.

7.3.1.2 The interior of vehicle is damaged or soiled by cigarette burns, cuts, spillage or foreign materials.

7.3.1.3 Damage caused to Tyres or by Ski Racks and Tyre Chains.

7.3.1.4 The vehicle is in an unsafe or un-roadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss, and the hirer or driver was aware or ought to have been aware of such condition of the vehicle;

7.3.1.5 The hirer is not a body corporate or department of State and if the vehicle is driven by any person other than the hirer or any other person named under clause 3 of this agreement:

7.3.1.6 The vehicle is driven by any person who at the time when he or she drives the vehicle is disqualified from holding or has never held a driver's license appropriate for that vehicle;

7.3.1.7 The vehicle is willfully or recklessly damaged by the hirer or any other person named under clause 3 of this form, or driving the vehicle under the authority of the hirer, or is lost as a result of the willful or reckless behaviour of the hirer or any such person:

7.3.1.8 The vehicle is operated on any of the following roads: Coast Rd to Russell (Northland); Tapu Coroglen (Coromandel); Ball Hut (Mt Cook); Skippers (Queenstown); Lake Waikaremoana Rd SH 38 (Cen. NI):

7.3.1.9 The vehicle is operated outside the term of the hire or any agreed extension of that term:

7.3.2 It is agreed between the owner and the hirer that section eleven (11) of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance. The hirer acknowledges by signing the front of this form or where indicated on the sales/invoice that the hirer is aware of the above exclusions.

### 8. HIRER'S LIABILITY

8.1 The hirer acknowledges that he or she shall be liable for damages or loss to the extent indicated on the front of this contract and in clause 7 of this agreement. This does not apply to damage or loss resulting from fire or from the theft or conversion or attempted theft or conversion of the vehicle.

### 9. REJECTION OF INSURANCE

9.1 If Insurance is rejected, the hirer accepts by signing the front of this form or where indicated on the sales/invoice that the vehicle is hired at the hirer's own risk in respect of loss of or damage to the vehicle and consequential loss by the owner. The hirer accepts by signing the front of this form or where indicated on the sales/invoice that he or she may be liable to the owner for damage to or loss of the vehicle and consequential loss.

9.2 If insurance is rejected the hirer accepts by signing the front of this form or where indicated on the sales/invoice that he or she has no insurance cover under this agreement in respect of any damage, injury, or loss caused to any person or property.

### 10 OWNER'S OBLIGATIONS

10.1 The owner shall supply the vehicle in a safe and roadworthy condition

10.2 The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of the hire except to the extent that by the terms of this agreement those costs are payable by the hirer. NOTE: By virtue of clause 6 of this agreement, the cost of petrol and other fuel, but not oil, used during the term of the hire is the responsibility of the hirer.

### 11. MECHANICAL REPAIRS AND ACCIDENTS

11.1 If the vehicle is damaged or requires repair or salvage, whether because of any accident or breakdown, the hirer shall advise the owner of the full circumstances by telephone, text or email as soon as practicable.

11.2 The hirer shall not arrange or undertake any repairs or salvage without the authority of the owner except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

11.3 The hirer shall ensure that no person shall interfere with the distance recorder or speedometer or, except in an emergency, any part of the engine, transmission, braking, or suspension systems of the vehicle.

## 12 USE OF THE VEHICLE

12.1 The hirer shall not use or permit the vehicle to be used for the carriage of passengers for hire or reward unless the vehicle is hired with the knowledge of the owner for use in a passenger service licensed under Part 1 of the Transport Services Licensing Act 1989

12.2 The hirer shall not: (a) Sublet or hire the vehicle to any other person; (b) Permit the vehicle to be operated outside his or her authority; (c) Operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against section 58 of the Transport Act 1962, (which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drug); (d) Operate the vehicle or permit it to be operated in any race, speed test, rally, or contest; (e) Operate the vehicle or permit it to be operated to propel or tow any other vehicle; (f) Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976, or any other Act, regulations, or bylaws relating to road traffic; (g) Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the vehicle; (h) Drive or permit the vehicle to be driven by any person if at the time of his or her driving the vehicle the hirer or other person is not the holder of a current driver's license appropriate for the vehicle.

## 13 RETURN OF VEHICLE

13.1 The hirer shall, at or before the expiry of the term of hire deliver the vehicle to the depot stated thereon or obtain the owners consent to the continuation of hire.

## 14 IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

14.1 The owner shall have the right to terminate the hiring and take immediate possession of the vehicle if the hirer fails to comply with any of the terms of this agreement, or if the vehicle is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under this agreement or otherwise.

## 15 PRIVACY

15.1 The Hirer hereby gives consent to pipi Car & Van Rentals, Tairua Bus Company Ltd and its affiliates, to Undertake any credit worthiness checks using appropriate entities at the owner's discretion.

15.2 By signing the front of this form or where indicated on the sales/invoice you also give consent for your personal details to be disclosed to any law enforcement or transport agency if requested in writing.

## 16 REFUNDS

16.1 Refunds will not be given on the early return of the vehicle. Refunds may take up to 3 - 7 working days where otherwise provided for or by the discretion of the owner.

NOTE TO HIRER: THE OWNER MUST GIVE YOU AT LEAST ONE COPY OF THIS AGREEMENT EITHER ELECTRONICALLY OR PRINTED. A COPY MUST BE KEPT IN THE VEHICLE OR ACCESSIBLE ELECTRONICALLY BY THE DRIVER THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND BY ANY POLICE OFFICER, TRAFFIC OFFICER OR OTHER AUTHORISED EMPLOYEE OF THE NEW ZEALAND TRANSPORT AUTHORITY.

## WHAT PEOPLE ASK US

😊 What are your office hours? OFFICE HOURS: 6.30am – 5.30pm Monday – Friday, Weekends - by appointment only PH: 07 866 0273, 027 211 0983, 027 617 4553 AFTER-HOURS: (For urgent enquiries): If you have a rented vehicle and require urgent assistance please refer to your invoice/rental agreement contact details. 😊 What is the booking process? For a speedier booking process please book online – this way you can enter all of your details in one place making pick up easier and more streamlined. If you have a few questions or tricky requirements please send us an email with your details. You will be sent a confirmation email of your car and booking details. You will need to make payment prior to, or on pick up. 😊 How do I make changes to my booking? Changes are made by emailing us [steve@tairuabus.co.nz](mailto:steve@tairuabus.co.nz) If you are already traveling and want to add extra time onto your current booking, send us an email and we can let you know if the vehicle is available for you to extend your hire. 😊 What is considered a 'one-day' hire? A one day booking is a 24-hour period from the time of pick up to the time of drop off. Example: 9am to 9am the following day. If your drop off is after 9am then you will be charged two days rental. 😊 What drivers license do you accept? For New Zealand residents and for overseas travelers we require a FULL NZ or Australian or International drivers license and prefer if our drivers are over 25 for vans and over 21 for other cars. Acceptance or otherwise of any driver is unreservedly at the discretion of pipi Car & Van Rentals, Tairua Bus Company Ltd or its affiliates. We need the details of each driver's license and we need to view the license before you can take the vehicle. 😊 Is there a bond? Yes, we do a pre-charge (or pre-auth) on your credit or debit card on collection of your vehicle. This includes the full car hire amount plus \$500 for cars (if

insurance option not taken then \$1000) or \$500 for vans and SUVs (if insurance option not taken then \$1500). The pre-charge confirms to us that you have the funds available in your account to pay for the full excess amount in case of an accident. The amount is held until the vehicle is returned and checked in by our team and funds will be released back into your account within 2-7 days, depending on your bank provider. 😊 How can I pay? Payment is made at time of booking or upon pickup by either cash, credit card, bank transfer or invoice to approved customers. EFTPOS is not accepted. Talk to us about charging your booking to a company account if you require an invoice. We require a valid credit card to be held on file to confirm the booking. This is to cover any insurance costs, toll road charges or infringement fines obtained during your hire. If you cannot produce a credit card, we will require an additional \$500 bond. 😊 Do you charge extra for credit card payments? There is no additional charge to pay by Visa or Mastercard. Refunds may incur a bank service charge. 😊 How does insurance work? If the car you are hiring is damaged while you are hiring it, you will be responsible. This includes tyre punctures and windscreen chips/cracks. We encourage our customers to take out our insurance excess reduction option. If you choose to take out no insurance cover with us, we strongly recommend having your own private insurance. The terms of insurance cover are outlined in the hire agreement which you will sign at the time of pick up. 😊 What happens if the car breaks down or I have an accident? We have 24-hour AA roadside cover for our cars and Ford Assist for our Transit Vans. If something unforeseen causes your hire car to mechanically break down, please give us a call asap and we will arrange help where we will either fix what is wrong or swap you into a new vehicle. Please note that if the battery goes flat in your hire car due to doors or lights being left on, this is your responsibility to resolve. If you damage the vehicle in any way (minor or major) you MUST contact us within 24hours to report the damage. Any accident must be reported within 24hours and accompanied by a police report. If damages or accidents are not reported within 24hours, any insurance you have taken out with us may be void. The terms of the insurance cover are outlined in the hire agreement you will sign at the time of pick up. 😊 Where can I or can't I travel in the vehicle? All our vehicles are for road use only. For insurance purposes, the exclusions are: Coast Rd to Russell (Northland); Tapu Coroglen (Coromandel); Ball Hut (Mt Cook); Skippers (Queenstown); Lake Waikaremoana Rd SH 38 (Cen. NI) 😊 How do I pick up or drop off my vehicle after-hours, and does it cost? If you need to collect or drop off your vehicle after 6pm, there is an after-hours fee of \$50. 😊 Can I book a one way vehicle, and what does that cost? YES we offer this service. FEES: Auckland, Hamilton or Tauranga Airports <-> Ngatea/Tairua/Thames/Whitianga = \$180. Ngatea/Thames/Tairua <-> Whitianga = \$30 😊 Where do I find or leave the car at an airport? For airport pick-ups, our staff will be at the airport at the agreed upon time and place. Please note our staff are not at the airport sites unless there is a booking made and is pre-paid. For airport drop-offs please park in the short stay departure parking areas, leave the keys and parking card in the glove box, do not lock the car. Advise us where you parked and when. 😊 Is there an extra fee for airport pickups and drop offs? There is a one off fee of \$89 if you would like to collect or drop off a car at an airport – this will cover the airports parking charges and cover us getting it back to the depot. The fee assumes a two way or two leg rental has been booked, otherwise a one way fee may also apply. 😊 Who pays for the fuel? The hirer of the vehicle – as you will have a full tank upon pick up so we ask that you bring it back full. If the vehicle is brought back with low or less than full fuel or no fuel we will charge you the amount of fuel + a \$25 fuel up fee. 😊 Do you offer unlimited KMS? YES! Except some van hire where distances may exceed 1000kms or other negotiated rentals. 😊 I want to travel through Auckland, what about the toll road charges? If you plan on travelling through Auckland, let us know because we can easily prepay your toll road costs for you. 😊 What are the cancellation fees? Any booking cancelled or amended 24 hours or more before an arranged pick up time will incur no penalty. Any booking cancelled or amended within 24 hours or less of pick up will incur a 50% charge of total hire cost, to a maximum amount of \$200NZD including G.S.T or whichever is the lesser amount. Some refund bank transfers or credit card reversal fees may apply e.g. refunds to credit cards. 😊 Can I take pets with me in a rental car or van? No pets are allowed in any of our rental vehicles. 😊 What is your policy on smoking or vaping in a rental car or van? No this is strictly forbidden, along with the consumption of alcohol or drugs. Any sign of these acts will incur a \$500 cleaning charge which will be billed to your credit card.



## Terms & Conditions – Student Behaviour on buses



Expected Behaviour for Students using a Bus service (2020) Students who travel with Tairua Bus Company (TBC) may continue to do so while they behave in a reasonable and safe manner.

The following behaviour is expected of students on a TBC service to make sure the bus is a safe and pleasant environment for all passengers and to comply with NZTA regulations:

1. Students do not EAT or DRINK on the bus at any time
2. Students will use seatbelts at all times
3. Students use socially acceptable language at all times and speak in moderate tones
4. Students will respect TBC property and will not drop rubbish, stand on seats or vandalise the bus in any form
5. Students will not harass, bully or abuse other passengers or the driver in any way, whether verbal or physical
6. Students listen to and follow the instructions of the driver on duty at all times
7. Students will move promptly to the bus at the end of the school day
8. Students failing to abide by these standards will be stood down and refused transport for a period of time (up to and including permanently) at the discretion of Tairua Bus.

Signed in agreement by the student: Name: Signed in agreement by the parent/guardian:

Name: Contact details for student and parent/guardian: Name: Address: Home Phone:

Emergency contact: Mobile number/s:

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